AGENDA PACKET
April 7, 2020 9:30 AM
Regular Meeting

***BY VIRTUAL TELECONFERENCE ONLY***

Pursuant to the provisions of California Governor’s Executive Order N-29-20, issued on March 17, 2020, this meeting will be held by teleconference only. Instructions for accessing the teleconference will be posted online at: www.sccgov.org/bosmeeting

Tel. (408) 299-5001 Fax (408) 938-4525 TDD (408) 993-8272

Notice to the Public - Meeting Procedures

-- The Board of Supervisors may take other actions relating to the issues as may be determined following consideration of the matter and discussed of the recommended actions.

-- Language interpretation services are available. Please contact the Office of the Clerk of the Board at (408) 299-5001 no less than three business days prior to the meeting to request an interpreter.

-- All reports and supporting material are available for review on the internet at sccgov.iqm2.com.

-- Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the County to all or a majority of the Board of Supervisors (or any other commission, or board or committee) less than 72 hours prior to that meeting are available for public inspection at the Office of the Clerk of the Board, 70 West Hedding Street, 10th Floor, during normal business hours.

-- The Board shall provide at least twice the allotted time to members of the public who utilize interpreters or translators, unless simultaneous translation equipment is used. Groups of speakers on a specific item are asked to limit their total presentation to a maximum of twenty minutes for each side of the issue. NOTE: The President may limit the number or duration of speakers on a matter. (Rules of the Board, Section 18)

-- Items that contain ordinance proposals may be adopted on the Consent Calendar. The title of an ordinance as listed on the agenda is incorporated and read into the record of proceeding for the agenda item.

-- Pursuant to Government Code section 1091.5(a)(9), this notice is provided to disclose that the following Board Members have a non-interest in the identified government entities on which they serve that may contract with the County: Association of Bay Area Governments Executive Board (Chavez, Cortese, Wasserman, Simitian); Bay Area Air Quality Management District (Chavez); Local Agency Formation Commission (Wasserman, Ellenberg, Chavez); Metropolitan Transportation Commission (Cortese); San...
Francisco Bay Conservation and Development Commission (Cortese); Valley Transportation Authority Board of Directors (Chavez, Cortese, Ellenberg); West Valley Sanitation District Board (Wasserman, Simitian).

-- In compliance with the Americans with Disabilities Act and the Brown Act, those requiring accommodation for this meeting should notify the Clerk of the Board's Office 24 hours prior to the meeting at (408) 299-5001, TDD (408) 993-8272.

## Opening

1. Roll Call.
2. Pledge of Allegiance.
3. Invocation by Inspirational TEDx Speaker, Venus Jones. (Wasserman) (ID# 101023)

## Ceremonial Presentations

4. Announce Adjournments in Memoriam. (See Item No. 22)
   a. Adjourn in honor and memory of Reverend Dr. Joseph Lowery. (Chavez) (ID# 101003)
   b. Adjourn in honor and memory of residents of Santa Clara County who have lost their lives to the COVID-19 Virus. (Chavez/Cortese) (ID# 100991)

5. Commendations and Proclamations. (See Item No. 56)

## Public Issues

6. Public Comment.

   This item is reserved for persons desiring to address the Board on: (1) any matter not on this agenda, (2) the report from the County Executive, (3) Closed Session items, and (4) the report from the County Counsel. Members of the public who wish to address the Board on these topics should complete a Request to Speak Form and place it in the tray at the rear of Chambers. The President will call individuals to the podium in turn. All Request to Speak Forms must be submitted prior to the start of Public Comment.

   Speakers are limited to the following: three minutes if the Board President or designee determines that five or fewer persons wish to address the Board; two minutes if the Board President or designee determines that between six and fourteen persons wish to address the Board; and one minute if the Board President or designee determines that fifteen or more persons wish to address the Board.

   The law does not permit Board action or extended discussion of any item not on the agenda except under special circumstances. If Board action is requested, the Board may place the matter on a future agenda. Statements that require a response may be referred to staff for reply in writing.

7. Approve Consent Calendar and changes to the Board of Supervisors' Agenda.

   Items removed from the Consent Calendar will be considered at the end of the regular agenda for discussion. The Board may also add items on the regular agenda to the Consent Calendar.

   Notice to the public: there is no separate discussion of Consent Calendar items, and the recommended actions are voted on in one motion. If an item is approved on the consent vote, the specific action recommended by staff is adopted. Members of the public who wish to address the Board on Consent Calendar items should comment under this item. Each speaker is limited to two minutes total.

### Board Referrals

9. Consider recommendations relating to the regular reporting of necessary information to the Board of Supervisors regarding the status of COVID-19 and the County response. (Chavez/Ellenber) (ID# 101017)

Possible action:

a. Discuss the form, frequency and components of a regular report to the Board from Administration including information from the Emergency Operations Center (EOC) relating to the status of COVID-19 and the County response.

b. Provide direction to Administration regarding provision of regular reports.

10. Approve referral to Administration to report to the Board on April 21, 2020 with options for consideration relating to establishing a temporary shelter program to be located at the County-owned project site in Milpitas adjacent to Piercley Honda, with special attention paid to addressing the needs of the unhoused community in light of the COVID-19 public health emergency. (Cortese) (ID# 101010)

11. Approve referral to County Counsel to report to the Board with options for consideration relating to adopting a resolution that supports implementing heightened protective measures to prevent frontline healthcare workers from being exposed and later transmitting COVID-19 to other vulnerable patients. (Cortese/Chavez) (ID# 101011)

12. Consider recommendations relating to the vote-by-mail adjustments that will be made given the COVID-19 crisis and the Emergency Ballot Delivery method for marginalized voters. (Chavez) (ID# 100978)

Possible action:

a. Approve referral to Administration and to the Office of the County Counsel to report to the Finance and Government Operations Committee on May 19, 2020 with options for consideration relating to the potential full implementation of the vote-by-mail process for the November 2020 election if necessary given the risks that the COVID-19 crisis presents.

b. Approve referral to Administration to report to the Finance and Government Operations Committee on May 19, 2020 with information and recommendations relating to potentially expanding the awareness of and access to the Emergency Ballot Delivery procedure to eligible voters and organizations serving residents more commonly known to face barriers to voting, including, but not limited to, residents who are disabled, hospitalized, incarcerated, or confined to their homes due to medical emergencies.
13. Adopt Resolution denouncing xenophobia and anti-Asian sentiment due to the COVID-19 pandemic, and affirming the County of Santa Clara’s support of and commitment to the well-being and safety of Asian American communities. (Chavez) (ID# 100999)

14. Receive report from County Executive.

**Regular Agenda - Items for Discussion**

15. Under advisement from October 17, 2017 (Item No. 10): Receive report from Office of the County Executive relating to completion of an assessment on the transportation needs of clients in accessing County services. (ID# 100799)

16. Consider recommendations relating to the procurement of Full-Body Security Screener Technology for use in County custody facilities. (Office of the Sheriff) (ID# 100830)

Possible action:


b. Adopt finding that the benefits of the surveillance technology outweigh the costs pursuant to Section A40-4 of the Santa Clara County Ordinance Code.

c. Receive Proposed Surveillance Use Policy for use of Full-Body Security Screener Technology in County custody facilities, that has been reviewed and approved by County Counsel as to form and legality.

d. Approve Agreement with OD Security North America LLC relating to providing full body scanners and related maintenance and support services in an amount not to exceed $1,300,000 for period April 7, 2020 through April 6, 2026 with one six-year extension option, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contacts, has been approved by the Office of Countywide Contracting Management.

17. Held from February 25, 2020 (Item No. 71): Consider recommendations relating to Fiscal Year 2019-2020 Video Surveillance Upgrades (Project No. 263-CP20009). (Facilities and Fleet Department) (ID# 100820)

Possible action:

a. Receive Surveillance Impact Reports for Surveillance Cameras at Civic Center (70 West Hedding St, San Jose), Sheriff’s Headquarters (50 West Younger Ave, San Jose), Sheriff’s West Valley Division (1601 South De Anza Blvd, Cupertino), and County Communications (2700 Carol Drive, San Jose).

b. Approve the acquisition of new surveillance cameras for Civic Center, Sheriff’s Headquarters, Sheriff’s West Valley Division, and County Communications.
c. Adopt finding that the benefits of the surveillance technology outweigh the costs pursuant to Section A40-4 of the Santa Clara County Ordinance Code.

d. Approve the existing Surveillance Use Policies for the new surveillance cameras at Civic Center, Sheriff's Headquarters, Sheriff’s West Valley Division, and County Communications.

e. Approve Request for Appropriation Modification No. 161 - $2,656,421 transferring funds within the Facilities and Fleet Department budget relating to Security Management Project 263-SM20009 "FY20 Video Surveillance Upgrades."

f. Award Contract to CelPlan Technologies, Inc., in the amount of $1,617,028 for projects SM19003, SM19005, SM19007, and SM19008 with a construction time of 300 calendar days.

g. Approve encumbrance of $181,500 as an allowance for the project at Medical Examiner/Coroner (MEC) Office (SM19004), which will be issued as a change order after the Video Camera policy for the MEC Office is approved.

h. Approve encumbrance of $350,000 as Supplemental Work Allowance for a total encumbered amount of $2,148,528.

i. Authorize the County Executive, or designee, as the Owner's Authorized Representative, with authority to issue Change Orders, as necessary, consistent with Public Contract Code section 20142.

j. Ratify Addendum to Bid Documents Nos. 1 through 5 which modified or clarified the Bid Documents in response to contractor questions.

18. Consider items previously removed from the Consent Calendar.

19. Announcement prior to recess to closed session.

20. Closed Session Items.

21. Receive report from County Counsel on legal issues and Closed Session.

22. Adjourn. (See Item No. 4)

**Consent Calendar** - Items will be considered under Item No. 7. Items removed from the Consent Calendar will be considered at the end of the regular agenda.

23. Minutes Approval:

   a. Approve minutes of the March 24, 2020 Regular Meeting.

24. Approve First Amendment to Agreement with Alum Rock Counseling Center relating to providing Parent Advocate Services increasing the maximum contract amount by
$70,050 from $280,198 to $350,248 with no change to the term of the Agreement, that has been reviewed and approved by County Counsel as to form and legality. (ID# 100629)

**Santa Clara Valley Health and Hospital System**

25. Ratify the administrative transfer between funds of one Nuclear Medicine Technologist position from the Saint Louise Regional Hospital Enterprise Fund to the O'Connor Hospital Enterprise Fund. (ID# 100959)

26. Adoption of Salary Ordinance No. NS-5.20.109 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Application Administrator position and adding one Senior Management Analyst or Management Analyst position in Santa Clara Valley Medical Center. (ID# 100805)
   - Introduce, waive reading, and preliminarily adopt on April 7, 2020.
   - Adopt (Final) on April 21, 2020.

27. Approve Request for Appropriation Modification No. 175 - $1,003,808 transferring funds within the Valley Health Plan budget relating to position adjustments due to increased enrollment and projected expansion of services. (ID# 100308)

28. Adoption of Salary Ordinance No. NS-5.20.106 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Coder II or Coder I position and adding two Traffic Signal Systems Supervisor positions, four Management Analyst or Associate Management Analyst positions, one Medical Social Worker II or Medical Social Worker I position, one Pharmacist Specialist position, one Pharmacy Data Specialist - Valley Health Plan position, one Professional Coding Analyst position, two Program Manager II positions, two Program Manager III positions, four Senior Management Analyst or Management Analyst positions, one Social Media/Internet Communications Specialist position, seven Utilization Review Coordinator-VHP positions, and four VHP Member Services Representative positions in Valley Health Plan. (ID# 100309)
   - Introduce, waive reading, and preliminarily adopt on April 7, 2020.
   - Adopt (Final) on April 21, 2020.

**Employee Services Agency**

29. Approve job specification and amend Classification Plan to add classification of Traffic Signal Systems Supervisor. (ID# 100918)

30. Adoption of Salary Ordinance No. NS-5.20.105 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Electrical Systems Supervisor position and adding two Traffic Signal Systems Supervisor
positions in the Roads Department and amending the Salary Schedule to abolish the
classification of Electrical Systems Supervisor and add the classification of Traffic
Signal Systems Supervisor.  (ID# 100891)

• Introduce, waive reading, and preliminarily adopt on April 7, 2020.
• Adopt (Final) on April 21, 2020.

31. Approve job specification and amend Classification Plan to add classification of
California Children's Services Medical Director.  (ID# 100944)

32. Adoption of Executive Leadership Salary Ordinance No. NS-20.19.05 amending Santa
Clara County Executive Leadership Salary Ordinance No. NS-20.19 relating to
compensation of employees adding one California Children's Services Medical Director
position in the Santa Clara Valley Health and Hospital System, Public Health
Department, and amending Exhibit A of Executive Leadership Salary Ordinance No.
NS-20.19 to add the classification of California Children's Services Medical Director.
(ID# 100949)

• Introduce, waive reading, and preliminarily adopt on April 7, 2020.
• Adopt (Final) on April 21, 2020.

33. Approve Tentative Agreement with the County Employees Management Association,
Operating Engineers Local No. 3, American Federation of Labor - Congress of
Industrial Organizations for a Successor Labor Agreement for period April 6, 2020
through June 23, 2024, including equivalent applicable terms for unrepresented
confidential administrative employees and related coded and uncoded classifications.
(ID# 100967)

34. Adoption of Salary Ordinance No. NS-5.20.107 amending Santa Clara County Salary
Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for
classifications represented by the County Employees Management Association,
Operating Engineers Local No. 3, American Federation of Labor - Congress of
Industrial Organizations providing for two three-percent general wage increases and
various salary realignments.  (ID# 100995)

• Introduce, waive reading, and preliminarily adopt on April 7, 2020.
• Adopt (Final) on April 21, 2020.

35. Approve Tentative Agreement with the Santa Clara County Probation Peace Officers'
Union, Local 1587, American Federation of State, County, and Municipal Employees
for a Successor Labor Agreement for period May 4, 2020 through October 27, 2024.
(ID# 100981)
36. Adoption of Salary Ordinance No. NS-5.20.108 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for classifications represented by the Santa Clara County Probation Peace Officers' Union, Local 1587, American Federation of State, County, and Municipal Employees, providing for a three-percent general wage increase and a 0.83 percent realignment. (ID# 100996)
   • Introduce, waive reading, and preliminarily adopt on April 7, 2020.
   • Adopt (Final) on April 21, 2020.

37. Consider the following meeting attendance reports:
   a. Receive report from Supervisorial District One relating to meetings attended through April 7, 2020. (ID# 100994)
   b. Receive report from Supervisorial District Two relating to meetings attended through April 6, 2020. (ID# 101005)
   c. Receive report from Supervisorial District Three relating to meetings attended through April 7, 2020. (ID# 100992)
   d. Receive report from Supervisorial District Four relating to meetings attended through April 3, 2020. (ID# 100977)
   e. Receive report from Supervisorial District Five relating to meetings attended through March 27, 2020. (ID# 100976)

38. Held from January 28, 2020 (Item No. 25): Receive report relating to progress on the development and implementation of a Pay Equity Strategic Plan for the County of Santa Clara. (ID# 100618)

   Possible action:
   a. Approve Request for Appropriation Modification No. 188 - $1,000,000 transferring funds from the General Fund Contingency Reserve to the Office of the County Executive budget relating to funding for the Silicon Valley Community Foundation to support the COVID-19 Coronavirus Nonprofit Support Fund. (4/5 Vote)
   b. Receive report relating to indirect rates of nonprofit contracted agencies.
40. Under advisement from March 24, 2020 (Item No. 7): Approve Request for Appropriation Modification No. 187 - $2,000,000 transferring funds from the General Fund Contingency Reserve to the Office of Supportive Housing budget relating to allocating funds to the COVID-19 Coronavirus Regional Response Fund. (4/5 Vote) (ID# 100989)

41. Under advisement from February 25, 2020 (Item No. 15): Receive report from the Office of Supportive Housing relating to Safe Parking Programs, including the Amigos de Guadalupe Posada Project – Silicon Valley site. (ID# 100997)

42. Under advisement from March 24, 2020 (Item No. 55): Receive report relating to establishing a temporary shelter at the Civic Center.

   **Request from Administration to hold item to April 21, 2020.**

43. Under advisement from March 24, 2020 (Item No. 6): Receive report from Social Services Agency Department of Family and Children’s Services relating to the Receiving, Assessment, and Intake Center.

   **Request from Administration to hold item to April 21, 2020.**

44. The following responses to date certain Board referrals are deferred to date uncertain:

   a. Recommendations relating to the expenditures of funds from the Stanford Recreation Mitigation Fund for the Adobe Creek/Highway 101 Overcrossing Project and other projects in San Mateo County.

   b. Report relating to space availability and feasibility of Child Care at County Facilities.

   c. Options relating to expanding the Respite Care Program.

   d. Emergency Ordinance allowing in the unincorporated areas of the County, nonmotorized recreational vehicles as housing and include screening or fencing requirements.

### County Executive

45. Approve Request for Appropriation Modification No. 189 - $20,000,000 transferring funds from the General Fund Contingency Reserve to the Office of the County Executive, Office of Emergency Management budget, relating to emergency response funding for Coronavirus (COVID-19). (4/5 Vote) (ID# 101009)

46. Adopt Resolution delegating authority to the County Executive, or designee, to negotiate, execute, amend, or terminate all documents relating to applying for and accepting the reimbursement funds available under the Voter’s Choice Act (VCA) Implementation Grant with the California Secretary of State in an amount not to exceed $1,464,671 for period April 7, 2020 through December 30, 2020, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 30, 2020. (ID# 100948)
47. Approve Request for Appropriation Modification No. 182 - $1,800,000 transferring funds within the Registrar of Voters budget, relating to the implementation of electronic pollbooks.  (ID# 100875)

48. Receive monthly status report on items referred to Administration.  (ID# 100957)

**Office of Supportive Housing**

49. Consider recommendations relating to COVID-19 Emergency Homeless Funding from the State of California.  (ID# 100962)

Possible action:

a. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a funding agreement or agreements with the State of California relating to COVID-19 Emergency Homeless Funding allocated to the County of Santa Clara, in an amount not to exceed $1,740,251 and a contract term that starts no earlier than April 7, 2020, and ends no later than June 30, 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2021.

b. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a funding agreement or agreements with the State of California relating to COVID-19 Emergency Homeless Funding allocated to the Santa Clara County Continuum of Care, in an amount not to exceed $1,891,522 and a contract term that starts no earlier than April 7, 2020, and ends no later than June 30, 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2021.

50. Consider recommendations relating to U.S. Department of Housing and Urban Development Continuum of Care program grants.  (ID# 100691)

Possible action:

a. Approve delegation of authority to the County Executive, or designee, to submit Grant Application to U.S. Department of Housing and Urban Development relating to grant funding for up to 25 Continuum of Care grants funding permanent supportive housing, rapid rehousing, joint transitional housing-rapid rehousing programs for people experiencing homelessness, as well as supportive housing system infrastructure, via the Notice of Funding Availability for the 2020 Continuum of Care Program Competition in an amount not to exceed $29,901,867 for one-year grants with varying grant periods that begin in 2021 and end in 2022. Delegation of authority shall expire on December 31, 2022.

b. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate up to 25 grant agreements with U.S. Department of
Housing and Urban Development relating to renewal grant funding providing permanent supportive housing and rapid rehousing programs for people experiencing homelessness, as well as supportive housing system infrastructure, in a total amount not to exceed $31,594,105 or one-year contract terms that start on various dates in 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2022.

51. Approve Fifth Amendment to Agreement with HomeBase relating to providing technical assistance for U.S. Department of Housing and Urban Development policy and grant management increasing the maximum contract amount by $100,739 from $2,887,519 to $2,988,258, with no change to the term of the agreement, that has been reviewed and approved by County Counsel as to form and legality. (ID# 100911)

Law and Justice

52. Approve Request for Appropriation Modification No. 166 - $38,753 increasing revenue and expenditures in the Office of the District Attorney budget, relating to insurance fraud program grant agreements. (4/5 Vote) (ID# 100934)

53. Adopt Resolution delegating authority to the District Attorney or designee to enter an amendment to the Organized Automobile Fraud Activity Interdiction Program grant agreement for Fiscal Year 2019-2020 with the California Department of Insurance to provide investigation and prosecution services for period July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $1,493,712, following approval by County Counsel as to form and legality. Delegation of authority shall expire on June 30, 2020. (ID# 100936)

54. Adopt Resolution delegating authority to the District Attorney or designee, to enter an amendment to the Workers' Compensation Insurance Fraud Prosecution Program grant agreement for Fiscal Year 2019-2020 with the California Department of Insurance to provide investigation and prosecution services for period July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $3,155,716, following approval by County Counsel as to form and legality. Delegation of authority shall expire on June 30, 2020. (ID# 100939)

Finance Agency

55. Adopt Resolution providing for the issuance and sale of the Gavilan Joint Community College District 2019-2020 Series B Tax and Revenue Anticipation Notes (TRANs) in an amount not to exceed $4,500,000. (ID# 100890)

Commendations and Proclamations

56. Commendations and Proclamations. (See Item No. 5)

   a. Adopt Commendations for Santa Clara County law enforcement officers who have served Santa Clara County and represented their agencies in an exceptional and
exemplary manner in the application of the philosophy and practices of Crisis Intervention Team (CIT), and recognizing them as the 2019 Crisis Intervention Team (CIT) Officers of the Year. (Chavez) (ID# 101007)

b. Adopt Proclamation declaring April 2020 as "Sexual Assault Awareness Month" in Santa Clara County. (Chavez) (ID# 101006)

c. Adopt Proclamation declaring April 2020 as "Child Abuse Awareness and Prevention Month" in Santa Clara County. (Chavez) (ID# 100809)

d. Adopt Proclamation declaring the week of April 12 through 18, 2020 as "Communications Dispatcher Week" in Santa Clara County. (County Communications Department) (ID# 100582)

e. Adopt Commendation for Elizabeth (Lisa) Cruz in recognition of her 21 years of service to the County of Santa Clara. (Technology Services and Solutions Department) (ID# 100039)

57. Approve Certificates of Appreciation to Employee Excellence Award Honorees for April 2020. (Office of the County Executive) (ID# 100993)

a. Shashank Ranjan, IT Manager, Office of the Assessor.

b. Rubi Cruz de Arrieta, Accountant II, Finance Agency.

c. Bryant Bao, Supervising Librarian, County Library.


e. Martha Mendoza, Eligibility Work Supervisor, Social Services Agency.

f. LizaMarie Cachola, Referral Management Nurse, Santa Clara Valley Health and Hospital System.

g. Patricia Hart, Office Management Coordinator, Santa Clara Valley Health and Hospital System.

h. Wayne Heskett, Vector Control Technician II, Consumer and Environmental Protection Agency.

i. Jeffrey Garcia, Park Maintenance Worker II, Department of Parks and Recreation.

#### Department of Planning and Development

58. Approve Fourth Amendment to Agreement with Metropolitan Planning Group relating to planning/land use management and review consultant services to process Stanford Community Plan amendments, increasing the maximum contract amount by $129,888 from $1,276,952 to $1,406,840 and extending the agreement for a 12-month period through March 31, 2021, that has been reviewed and approved by County Counsel as to form and legality. (ID# 100735)
Parks and Recreation Department

59. Consider recommendations relating to the pay station program in Santa Clara County Parks. (ID# 100299)

Possible action:

a. Approve Second Amendment to Agreement with Caracal Enterprises, LLC, dba VenTek International, relating to providing pay station services in County parks increasing the maximum contract amount by $250,000 from $700,000 to $950,000, and extending the agreement for a 24-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.

b. Approve Fourth Amendment to Agreement with Urban Park Concessionaires relating to providing service and maintenance of automated pay stations in County parks increasing the maximum contract amount by $500,000 from $1,948,360 to $2,448,360, and extending the agreement for a 24-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.

Facilities and Fleet Department

60. Receive report from the Facilities and Fleet Department relating to Emergency Procurement to replace the deaerator tank and boilers at the Elmwood Correctional Facility, the Main Jail Intake Gate, and the Crime Lab Exhaust Fan. (ID# 100819)

61. Consider recommendations relating to Facilities and Fleet Department (FAF) Job Order Contracts (JOCs). (ID# 99099)

Possible action:

a. Approve the Project, adopt Project Manual, authorize advertisement of Contract Documents for JOC-FAF-2020-01, and direct the Clerk of the Board to open bids on Thursday, May 7, 2020 at 2:00 p.m. in the Office of the Clerk of the Board of Supervisors.

b. Approve the Project, adopt Project Manual, authorize advertisement of Contract Documents for JOC-FAF-2020-02, and direct the Clerk of the Board to open bids on Thursday, May 14, 2020 at 2:00 p.m. in the Office of the Clerk of the Board of Supervisors.

c. Authorize the County Executive, or designee to make clarifications and/or changes, and issue addenda as necessary to the Project Manual and Contract Documents, and/or the advertisement, including the timing of receipt of bids.

**Final Adoption of Ordinances**

63. Adoption of Salary Ordinance No. NS-5.20.98 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees amending the Salary Schedule to increase the salary of the Communicable Disease Investigator by ten percent and to add the classification of Senior Communicable Disease Investigator. (ID# 100757)
   - Introduce, waive reading, and preliminarily adopt on March 24, 2020.
   - Adopt (Final) on April 7, 2020.

64. Adoption of Salary Ordinance No. NS-5.20.99 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting the salaries of unrepresented Confidential Clerical classifications providing for various salary realignments. (ID# 100794)
   - Introduce, waive reading, and preliminarily adopt on March 24, 2020.
   - Adopt (Final) on April 7, 2020.

65. Adoption of Salary Ordinance No. NS-5.20.100 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Attorney IV-County Counsel or Attorney III-County Counsel or Attorney II-County Counsel or Attorney I-County Counsel position, one Program Manager II position, and one Senior Paralegal or Paralegal position in the Office of the County Counsel. (ID# 100713)
   - Introduce, waive reading, and preliminarily adopt on March 24, 2020.
   - Adopt (Final) on April 7, 2020.

66. Adoption of Salary Ordinance No. NS-5.20.101 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Attorney IV-District Attorney or Attorney III-District Attorney or Attorney II-District Attorney or Attorney I-District Attorney position and one Criminal Investigator II or Criminal Investigator I position in the Office of the District Attorney. (ID# 100765)
   - Introduce, waive reading, and preliminarily adopt on March 24, 2020.
   - Adopt (Final) on April 7, 2020.

67. Adoption of Salary Ordinance No. NS-5.20.104 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for employees represented by Santa Clara County Engineers and Architects Association, IFPTE Local 21 AFL-CIO (SCCEAA) providing for a three percent general wage increase, a 1.5 percent realignment for all classifications represented by SCCEAA, and
an additional four percent realignment for the classification of Architectural Plans Examiner. (ID# 100896)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

68. Held from February 25, 2020 (Item No. 60): Adoption of Ordinance No. NS-300.940 adding Section A20-2.1 of Chapter I of Division A20 of the Santa Clara County Ordinance Code relating to Sheriff’s Authority to Appoint Reserve Deputy Sheriffs. (ID# 100423)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

**Final Adoption of Ordinances - Central Fire Protection District**

69. Adoption of Salary Ordinance No. CFPD-2020-4 amending Santa Clara County Central Fire Protection District Salary Ordinance No. CFPD-2020-1 adding the classification of Firefighter – Voluntary Reduced Rank before July 31, 2020; and deleting 165 Firefighter/Engineer or Firefighter or Firefighter Trainee positions and adding 165 Firefighter/Engineer or Firefighter or Firefighter – Voluntary Reduced Rank before July 31, 2020 or Firefighter Trainee positions. (ID# 100785)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

**Final Adoption of Ordinances - South Santa Clara County Fire District**

70. Adoption of Ordinance No. SoSCCFD-2020.1 amending Division A of the South Santa Clara County Fire District Ordinance Code adopting by reference Division B7 of the County of Santa Clara Ordinance Code, as recently amended, with certain amendments to address location conditions, as the District Fire Code. (ID# 100350)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Mike Wasserman, Supervisor
SUBJECT: Invocation

RECOMMENDED ACTION
Invocation by Inspirational TEDx Speaker, Venus Jones. (Wasserman)
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Cindy Chavez, Supervisor

SUBJECT: Adjourn for Reverend Dr. Joseph Lowery

RECOMMENDED ACTION
Adjourn in honor and memory of Reverend Dr. Joseph Lowery. (Chavez)

BACKGROUND
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Cindy Chavez, Supervisor
       Dave Cortese, Supervisor
SUBJECT: Adjourn for Santa Clara County COVID-19 Victims

RECOMMENDED ACTION
Adjourn in honor and memory of residents of Santa Clara County who have lost their lives to the COVID-19 Virus. (Chavez/Cortese)

BACKGROUND
It is important that we recognize, reflect, and pause to remember and mourn the residents of Santa Clara County whom we have lost to the COVID-19 virus.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Cindy Chavez, Supervisor
       Susan Ellenberg, Supervisor

SUBJECT: Coronavirus COVID-19 Reporting of Information to the Board of Supervisors

RECOMMENDED ACTION

Consider recommendations relating to the regular reporting of necessary information to the Board of Supervisors regarding the status of COVID-19 and the County response. (Chavez/Ellenberg)

Possible action:

   a. Discuss the form, frequency and components of a regular report to the Board from Administration including information from the Emergency Operations Center (EOC) relating to the status of COVID-19 and the County response.

   b. Provide direction to Administration regarding provision of regular reports.

REASONS FOR RECOMMENDATION

The provision of timely, accurate, and comprehensive information to the Board of Supervisors by the County Executive and the EOC regarding the COVID-19 crisis is critical in order for Board members to fulfill our constitutional responsibilities. In order for the Board of Supervisors to advise and oversee the work of the County Executive and other Board appointees during this crisis, information must be communicated in a consistent and effective manner by the Administration, the Public Health Department, and the EOC. Board members have a responsibility to the public to communicate effectively and build trust during this time of crisis. We have the capacity to strengthen the communications function of the EOC by pushing content out using our existing channels but doing so effectively relies on the Administration communicating accurate information on a regular basis. In addition, Board members can use our professional and political networks to aid County responses and strengthen the response both to the direct public health crisis and the collateral and severe economic consequences that many in our County are experiencing.
Again, in order to our jobs well and to the standard the public rightly imposes upon us, we must have complete, accurate information regarding a variety of factors and data sets, included but not limited to:

1. **Detailed information about capacity at every hospital in the County**: number of positive case admissions, number of beds/Intensive Care Unit (ICU beds occupied vis-a-vis total number of beds available, number of deaths, ventilator capacity, availability/need for Personal Protective Equipment (PPE)).

2. **Detailed information about testing**: number of tests administered by each testing entity, reports of both positive and negative results, strategy to increase testing, explanation of barriers/challenging to testing. Important to note how we will determine whether a slowed increase in number of cases suggests that we are ahead of the virus or still behind in testing.

3. **Detailed information about objective of SIP beyond “flattening the curve”**: what indicators should we be looking for to signal a staged reversal of Shelter in Place (SIP) order? What does success look like? This information is critical to continued observance of the SIP order - the public must understand what we are looking for and how and under what circumstances (as opposed to when) we begin a return to normalcy.

4. **Budgetary information regarding expenditures to date to address the COVID-19 crisis**, known or expected future expenditures, and progress in preparing and submitting reimbursement documentation to the state and federal government.

5. **Status of County responses and actions outside the EOC scope especially by the Social Services Agency**: including but not limited to: Supplemental Nutrition Assistance Program (SNAP) application volume and outreach, General Assistance application volume and outreach, and Health Insurance Enrollment Application volume and outreach.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Dave Cortese, Supervisor

SUBJECT: Establishing a Temporary Shelter Site

RECOMMENDED ACTION

Approve referral to Administration to report to the Board on April 21, 2020 with options for consideration relating to establishing a temporary shelter program to be located at the County-owned project site in Milpitas adjacent to Piercey Honda, with special attention paid to addressing the needs of the unhoused community in light of the COVID-19 public health emergency. (Cortese)

FISCAL IMPLICATIONS

No significant fiscal impact for the report back to the Board of Supervisors. If the Board directs the Administration to proceed with establishing a program at this site, the Administration would return to the Board to request budget modifications to design and plan the site.

REASONS FOR RECOMMENDATION

Our unhoused population are among the most vulnerable to the widespread outbreak of COVID-19 in Santa Clara County. The unhoused are dispersed in a decentralized manner throughout the county and are experiencing greater difficulty in taking preventative action including social distancing and isolation.

On March 28, 2020, following the guidance of public health experts, the County announced a goal of immediately setting up thousands of shelter beds across the County in order to prevent the spread of COVID-19.

On March 27, 2020, Supervisor Dave Cortese sent an Official Memo to Santa Clara County Chief Executive Jeff Smith to call for the immediate deployment of Santa Clara County’s
Paramedic and Emergency Ambulance teams at all homeless encampments in the County in cooperation and coordination with our community’s homeless advocates and providers.

The County is working to provide basic needs, outreach, and mobile healthcare teams to our unhoused residents to protect them from COVID-19. At the same time, the County is currently identifying and expanding temporary shelter capacity and places for our unhoused to isolate if necessary. The County needs to identify immediate shelter site options to protect not only our unhoused population, but also our broader population and our health care systems that are already in high demand. Temporary amenities to be contained within this site should include showers, hygiene kits, medical supplies, garbage dispensers and washers and dryers.

Potential shelter types that should be considered in this staff report include mobile homes, recreational vehicles, pallet shelters, and movable tiny homes.

**BACKGROUND**

The 2019 Homeless Census and Survey stated that there are nearly 9,700 homeless men, women and children in Santa Clara County on any given night. Of this count, 82% were estimated to be unsheltered. This was an increase from the nearly 7,400 homeless, of which 74% were unsheltered, that was estimated in the 2017 Homeless Census. This trend is prevalent across the Bay Area, with Alameda County reporting a 44% increase in their homeless count and San Francisco County reporting an 18% increase.

Supervisor Dave Cortese developed and hosted the Santa Clara County Community Summit on Homelessness on September 21, 2019. The Board of Supervisors voted unanimously on January 28, 2020 to approve to move forward with initiatives that came out of the Summit that drew 240 participants, including 60 unhoused residents. The report from County of Santa Clara Valley Health and Hospital System relating to the Summit on Homelessness noted that many participants mentioned temporary shelter sites as part of the solution to homelessness. Recommendations from the report included creating communities with tiny homes with on-site services.

In light of the current public health crisis, we must do everything in our power to identify temporary shelter sites for our unhoused community. In the past, the County has had successful partnerships with community-based organizations that have managed and operated shelter sites through contracts with the County. Abode Services, for instance, has been working with the County since 2009. Other successful partnerships have been with Amigos de Guadalupe and Casa de Clara Catholic Worker.
**Status of Site**

This site is a 6.46-acre property near the Elmwood Correctional Facility just east of Interstate 880 and adjacent to Piercey Honda. This site has been considered by the Board of Supervisors in the past as a potential site for temporary housing. The parcel is seen as a site suitable for temporary shelter because it is currently void of activity and separated from neighboring activity through a concrete wall with pedestrian access available through South Abbott Avenue.

Public transit, including buses and light rail are easily accessible by foot or bicycle and the nearest VTA station is approximately 1.5 miles away. Milpitas Civic Center is 1.7 miles away.

**Previous Cost Estimates**

Attached to this referral are a Feasibility Study, Site Plan, Cost Model, and Conceptual Design documents that were prepared in March of 2019 for a potential tiny home community of 30 homes, along with a modular community building at the referenced site.

**REFERENCES**

- 2019 Santa Clara County Homeless Census & Survey: Executive Summary
- Attachment E of the Report on the Santa Clara County Community Summit on Homelessness
- Cost Model Report on “Compassion Village” by Anderson Brule Architects
- Compassion Village Feasibility Study

**ATTACHMENTS:**

- 2019 SCC Homeless Census and Survey Exec Summary (PDF)
- Attachment E of the Report on the Santa Clara County Community Summit on Homelessness (PDF)
- Cost Model 3-18-19 (PDF)
- Feasibility Study (PDF)
Every two years, during the last 10 days of January, communities across the country conduct comprehensive counts of the local homeless populations in order to measure the prevalence of homelessness in each local Continuum of Care.

The 2019 Santa Clara County Point-in-Time Count was a community-wide effort conducted on January 29th and 30th, 2019. In the weeks following the street count, a survey was administered to 1,335 unsheltered and sheltered individuals experiencing homelessness in order to profile their experience and characteristics.

**Census Population: Longitudinal Trend**

- 2007: 7,202
- 2009: 7,086
- 2011: 7,067
- 2013: 7,631
- 2015: 6,556
- 2017: 7,394
- 2019: 9,706

**2019 Sheltered/ Unsheltered Population**

- 18% Sheltered
  - n=1,784
- 82% Unsheltered
  - n=7,922

**Subpopulation Data**

- Chronically Homeless | 2,470 Individuals
  - 15% Sheltered
  - 85% Unsheltered
- Veterans | 653 Individuals
  - 32% Sheltered
  - 68% Unsheltered
- Families | 269 Families with 921 Members
  - 76% Sheltered
  - 24% Unsheltered
- Unaccompanied Youth & Young Adults | 1,876 Individuals
  - 5% Sheltered
  - 95% Unsheltered

**Residence Prior to Homelessness**

- 81% Santa Clara County
- 8% Under 18
- 17% 18-24
- 75% 25+

**Gender**

- 62% Male
- 36% Female
- 2% Transgender

**Sexual Orientation**

- 87% Straight
- 6% Bisexual
- 3% Lesbian
- 2% Gay
- 2% Other

**Race**

- 44% White
- 24% Multi-racial
- 19% Black
- 8% American Indian or Alaskan Native

**Ethnicity**

- 43% Latino/Hispanic

**Foster Care**

- 19% of survey respondents have been in the foster system.

**Length of Time in Santa Clara County**

- 14% < 1 Year
- 17% 1-4 Years
- 12% 5-9 Years
- 57% 10 Years+

**Justice System Involvement**

- 27% of survey respondents spent one or more nights in jail/prison/juvenile hall in the past year.

**Current Accommodation**

- 34% Outdoors/Streets/Parks/Encampments
- 22% Shelter
- 18% Vehicle
- 13% Structure not Meant for Habitation
- 13% Other
**Subpopulation Definitions**

**Chronically Homeless**
An individual with one or more disabling conditions or a family with a head of household with a disabling condition who:
- Has been continuously homeless for 1 year or more and/or;
- Has experienced 4 or more episodes of homelessness within the past 3 years.

**Veterans**
Persons who have served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

**Families**
A household with at least one adult member (persons 18 or older) and at least one child member (persons under 18).

**Unaccompanied Youth & Young Adults**
Youth under the age of 18 and young adults between the ages of 18 and 24 years old (TAY) who are experiencing homelessness and living without a parent or legal guardian.

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**Services and Assistance**
70% of survey respondents reported receiving benefits.

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**Self Reported Health**
Current health conditions that may affect the housing stability or employment of those experiencing homelessness.

- 42% Psychiatric/Emotional Conditions
- 35% Alcohol & Drug Use
- 33% Post-Traumatic Stress Disorder
- 24% Chronic Health Problems
- 24% Physical Disability
- 10% Traumatic Brain Injury
- 2% HIV/AIDS Related Illness

A disabling condition is defined by HUD as a developmental disability, HIV/AIDS, or a long-term physical or mental impairment that impacts a person's ability to live independently, but could be improved with stable housing.

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**Disabling Conditions**
45% of survey respondents reported having at least one disabling condition.

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**First Episode of Homelessness**
36% of survey respondents indicated their current episode of homelessness was their first.

**Interest in Permanent Housing**
89% of survey respondents said yes when asked if they would accept affordable permanent housing if it became available soon.

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**Primary Event or Condition That Led to Homelessness**
Top 6 Responses*

- 30% Lost Job
- 22% Alcohol or Drug Use
- 15% Eviction
- 14% Divorce/Seperation/Breakup
- 13% Argument with Family/Friend
- 11% Incarceration

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**Reasons for Not Receiving Any Government Assistance**
Top 6 Responses*

- 37% Don't Want Government Assistance
- 26% Don't Think I'm Eligible
- 23% No Permanent Address
- 22% No ID
- 14% Never Applied
- 8% Benefits Were Cut Off

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**Services Currently Accessing**
Top 6 Responses*

- 73% Meal Services
- 36% Bus Passes
- 25% Community Drop-In Center
- 13% Religious Based Services
- 12% Outreach Services
- 11% Job/Employment Services

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**Obstacles to Permanent Housing**
66% Couldn’t Afford Rent
56% No Job/Income
40% No Housing Available
35% No Money/Moving Cost

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**Duration of Current Episode of Homelessness**
6% 30 Days or Less
27% 1-11 Months
67% 1 Year or More

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* Multiple response question, results may not add up to 100%.
△ Only displaying top responses, all response data will be available in full report.
★ Sourced from census data rather than survey data.

Note: Some percentages have been rounded so total percentage will equal 100%.

The complete comprehensive report includes a more detailed profile of the characteristics of those experiencing homelessness in Santa Clara County is available here: [https://bit.ly/2MmRg3](https://bit.ly/2MmRg3)

Attachment E: Summit Solution Recommendations

Summit Solution Recommendations

- County of Santa Clara Task Force focused on immediate, short-term, transitional housing.
- Expand the SCC Behavioral Health Services Department’s Mobile Crisis Response Team.
- Provide sharps containers and lockers for the unhoused to keep their belongings.
- Fund more portable showers, portable laundry services, trash cans, and portable toilets for the unhoused.
- Provide more 24/7 safe parking options.
- Streamline the permit process at the County of Santa Clara to allow more ADU’s.
- Create ADU/Tiny Home Communities with Services on site.
- Offer grant to smaller Community Based Organizations who are unable to compete
- Increase funding for more mental health workers and drug and alcohol addiction counselors in the jails.
- Purchase a mobile office space trailer to provide privacy during intake assessments and addiction counseling at noiseless encampments.
- Provide cell phones and chargers (solar charger option)
- Develop materials to educate the public about the diverse experiences of homelessness, successful models and positive stories
- Outreach strategies about homeless services and resource materials in effective settings (buses, clinics etc.)
- Engage individuals who are unhoused or formerly homeless in existing or new stakeholder groups focusing upon the issue of homelessness
- Evaluate the current state of homeless prevention resources to determine if additional resources are needed
County of Santa Clara - Compassion Village

Milpitas, California

Based on review & analysis of:

Conceptual Design Documents

Report Prepared for:

Anderson Brule Architects

March 18, 2019
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<th>CONTENTS</th>
<th>PAGE NUMBER</th>
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<td>CONTENTS</td>
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<td>SITWORK COST SUMMARY</td>
<td>4</td>
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<tr>
<td>SITWORK ESTIMATE DETAIL</td>
<td>5 - 7</td>
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REFERENCE DOCUMENTATION

This Construction Cost Estimate was produced from the following documentation. Design and engineering changes occurring subsequent to the issue of these documents have not been incorporated in this estimate.

<table>
<thead>
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<td>Utility Concept Plan</td>
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<tr>
<td>Site Plan</td>
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<tr>
<td>Electrical Narrative</td>
<td>06-Mar-19</td>
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<tr>
<td>Limited Quantities Provide by Design Team</td>
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</table>

PROJECT DESCRIPTION

The project consists of site preparation and development of a tiny home community of 30 homes, along with a modular community building.

Prefabricated tiny home budgets and modular building budget provided by the Architect.

BASIS FOR PRICING

This estimate reflects the fair construction value for this project and should not be construed as a prediction of low bid. Prices are based on local prevailing wage construction costs at the time the estimate was prepared. Pricing assumes a procurement process with competitive bidding for all sub trades of the construction work, which is to mean a minimum of 3 bids for all subcontractors and materials/equipment suppliers. If fewer bids are solicited or received, prices can be expected to be higher.

Subcontractor's markups have been included in each line item unit price. Markups cover the cost of field overhead, home office overhead and subcontractor's profit. Subcontractor's markups typically range from 15% to 25% of the unit price depending on market conditions.

General Contractor's/Construction Manager's Site Requirement costs are calculated on a percentage basis. General Contractor's/Construction Manager's Jobsite Management costs are also calculated on a percentage basis.

<table>
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<tr>
<th>Site Requirements</th>
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<td>Jobsite Management</td>
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<tr>
<td>Phasing</td>
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General Contractor's/Construction Manager's overhead and fees are based on a percentage of the total direct costs plus general conditions, and cover the contractor's bond, insurance, site office overheads and profit.

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<th>Insurance &amp; Bonding</th>
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<td>General Contractor Bonding</td>
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<td>Sub-Contractor Bonding</td>
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| Fee (G.C. Profit)  | 5.0%        |

Unless identified otherwise, the cost of such items as overtime, shift premiums and construction phasing are not included in the line item unit price.

This cost estimate is based on standard industry practice, professional experience and knowledge of the local construction market costs. TBD Consultants have no control over the material and labor costs, contractors methods of establishing prices or the market and bidding conditions at the time of bid. Therefore TBD Consultants do not guarantee that the bids received will not vary from this cost estimate.
BASIS OF ESTIMATE

CONTINGENCY

Design Contingency 10.0%

The Design Contingency is carried to cover scope that lacks definition and scope that is anticipated to be added to the Design. As the Design becomes more complete the Design Contingency will reduce.

Construction Contingency Excluded Carried else where in owners budget

The Construction Contingency is carried to cover the unforeseen during construction execution and Risks that do not currently have mitigation plans. As Risks are mitigated, Construction Contingency can be reduced, but should not be eliminated.

An owners contingency has not been included in this construction cost estimate, but it is advised that the owner carry additional contingency to cover scope change, bidding conditions, claims and delays.

CONSTRUCTION SCHEDULE - ALL ESTIMATE SECTIONS

<table>
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<tr>
<td>Construction</td>
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<td></td>
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| Construction Start Date | Aug-2019 |
| Mid-date of Construction | Nov-2019 |
| Escalation Period | 8 months |
| Construction End Date | Feb-2020 |
| Construction Duration | 6 months |
| Escalation End Date | Construction Mid-Point |

ESCALATION - ALL ESTIMATE SECTIONS

Escalation is required to the midpoint of construction which is assumed to be 8 months from March 2019

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This calculation does not account for adverse bidding conditions and a separate Bid Contingency should be carried if there are limited qualified bidders or if a market research study indicates.

EXCLUSIONS

- Land acquisition, feasibility studies, financing costs and all other owner costs
- All professional fees and insurance
- Site surveys, existing condition reports and soils investigation costs
- Items identified in the design as Not In Contract [NIC]
- Hazardous materials investigations and abatement
- Utility company back charges, including work required off-site and utilities rates
- Items defined as Vendor / Owner supplied and Vendor / Owner installed
- Permits
- Owners contingency
- Overtime, 2nd shift and lost productivity premiums
- Design Fees
- Utility Connection Fees
- Sustainability Fees (LEED)
- Furniture, fixtures and equipment (FF&E)
## County of Santa Clara - Compassion Village

### Conceptual Design Documents

**March 18, 2019**

**Estimator:** GH  
**GSF:** 50,000

### SITEWORK - UNIFORMAT II SUMMARY

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### DIRECT COSTS

- SITE REQUIREMENTS: 2.0%  
  - TOTAL: 56,759  
  - $1.14  
  - 6 Months
- JOBSITE MANAGEMENT: 10.0%  
  - TOTAL: 283,793  
  - $5.68  
  - 6 Months
- PHASING

#### ESTIMATE SUB-TOTAL

- TOTAL: 3,178,482  
  - $63.57

### INSURANCE + BONDING

- TOTAL: 71,516  
  - $1.43

### BUILDING SITEWORK

- TOTAL: 2,837,930  
  - $56.76

### ESTIMATE SUB-TOTAL

- DESIGN CONTINGENCY: 10.0%  
  - TOTAL: 340,892  
  - $6.82  
  - Excluded
- CONSTRUCTION CONTINGENCY
- BIDDING CONTINGENCY: 10.00%  
  - TOTAL: 340,892  
  - $6.82  
  - Allowance

#### ESTIMATE SUB-TOTAL

- TOTAL: 4,090,706  
  - $81.81

### ESCALATION

- 3.3%  
- TOTAL: 136,221  
- $2.72  
- Midpoint November 2019

#### ESTIMATE TOTAL

- TOTAL: 4,226,926  
- $84.54  
- total add-ons 48.94%
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### SITEWORK - ESTIMATE DETAIL

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<td>Landscape planting including topsoil, fine grading, planting, irrigation system and trees</td>
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<td>222</td>
<td></td>
<td>Excavation and backfill, trenching</td>
<td>755</td>
<td>LF</td>
<td>10.00</td>
<td>7,550</td>
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### Site Mechanical Utilities

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<tr>
<th>REF</th>
<th>MF</th>
<th>Description</th>
<th>Quantity</th>
<th>UoM</th>
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<th>Total</th>
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<tbody>
<tr>
<td>226</td>
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<td>Site Mechanical Utilities</td>
<td>348,980</td>
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<td>$6.98 / SF</td>
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### Site Electrical Utilities

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<th>MF</th>
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<th>Quantity</th>
<th>UoM</th>
<th>Unit Rate</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>233</td>
<td></td>
<td>Concrete housekeeping pad serving PG&amp;E transformer</td>
<td>1</td>
<td>EA</td>
<td>5,000.00</td>
<td>5,000</td>
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### Site Lighting

<table>
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<tr>
<th>REF</th>
<th>MF</th>
<th>Description</th>
<th>Quantity</th>
<th>UoM</th>
<th>Unit Rate</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>244</td>
<td></td>
<td>Street lights, pole mounted, LED, concrete base</td>
<td>9</td>
<td>EA</td>
<td>5,000.00</td>
<td>45,000</td>
<td></td>
</tr>
<tr>
<td>245</td>
<td></td>
<td>Conduit and wiring serving lighting circuits</td>
<td>450</td>
<td>LF</td>
<td>25.00</td>
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### Telecom

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<th>REF</th>
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<th>Description</th>
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<th>UoM</th>
<th>Unit Rate</th>
<th>Total</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>247</td>
<td></td>
<td>No work anticipated</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
Compassion Village
Feasibility Study

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1. Vicinity Map
2. Site Plan
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4. Cost Model
5. Schedule

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3. Flood Hazard Map
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5. Record of Survey
6. Code Research Summary
7. Preliminary Title Report
FEASIBILITY STUDY

1. Vicinity Map
2. Site Plan
3. Space Program
4. Cost Model
5. Schedule
# Compassion Village - Space Program

**Revised 3/7/2019**

<table>
<thead>
<tr>
<th>Space Type</th>
<th>Size (NSF/Unit)</th>
<th>Capacity (# ppl/eqpt)</th>
<th>Quantity (#space)</th>
<th>Total (NSF)</th>
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<tbody>
<tr>
<td><strong>Community Space</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total (NSF)</strong></td>
</tr>
</tbody>
</table>
| Community area                               | 20              | 32                     | 1                 | 640         | • should include a sink. Food will be prepared off-site.  
| Kitchen preparation area and storage         | 200             | 1                      | 1                 | 200         | • Should be large enough for warming (meeting 2/14/19)  
| Closet for tables                            | 50              | 1                      | 1                 | 50          | • to accommodate 8 nesting tables (of 4 people each)                                                                                  |
| Janitor closet                               | 70              | 1                      | 1                 | 70          |                                                                                                                                                                                                   |
| **Staff Area**                               |                 |                        |                   | 368         | **Total (NSF)**                                                                                                                                                                                               |
| Enclosed office                              | 120             | 1                      | 1                 | 120         | • for on-site coordinator.  
| Open workstation                             | 48              | 1                      | 1                 | 48          | • Space able to accommodate 3 people (1 staff and 2 guest chairs) is adequate in size (meeting 2/14/19)  
| Meeting room (4 people)                      | 30              | 4                      | 1                 | 120         | • to accommodate for 1 staff on site at a time - one workstation is enough (meeting 2/14/19)  
| Storage / locker room                        | 50              | 1                      | 1                 | 50          | • need 1 or 2 lockers and a small closet that can be locked (meeting 2/14/19)  
| IT closet                                    | 30              | 1                      | 1                 | 30          | • for IT and security  
| **Support Spaces**                           |                 |                        |                   | 730         | **Total (NSF)**                                                                                                                                                                                               |
| ADA restroom for residents and staff         | 90              | 1                      | 2                 | 180         | • staff can share restrooms with residents. (meeting 2/14/19)  
| Laundry area - machines                      | 50              | 7                      | 1                 | 350         | • 4 washing machines and 3 dryers  
| Laundry area - folding tables                | 30              | 2                      | 1                 | 60          |                                                                                                                                                                                                   |
| Laundry area - cart area                     | 20              | 2                      | 1                 | 40          |                                                                                                                                                                                                   |
| Laundry area - laundry storage area          | 20              | 1                      | 1                 | 20          |                                                                                                                                                                                                   |
| Laundry area - paying machine                | 20              | 1                      | 1                 | 20          |                                                                                                                                                                                                   |
| Laundry area - waiting area                  | 15              | 4                      | 1                 | 60          |                                                                                                                                                                                                   |
| **Outdoor Space**                            |                 |                        |                   | 2,058       | **Total (NSF)**                                                                                                                                                                                               |
| Dog washing station                          | 70              | 1                      | 1                 | 70          | • for residents to have an outside space to hang out and socialize; include picnic tables and benches as well as a garbage (meeting 2/14/19)  
| Dog Toileting Area                           | 600             | 1                      | 1                 | 600         | • the outside area does not include child play amenities since residents will be adults without children (meeting 2/14/19)  
| Parklet                                      | 1,200           | 1                      | 1                 | 1,200       |                                                                                                                                                                                                   |
| Bike rack                                    | 10              | 30                     | 1                 | 300         | • assuming 1 bike per resident  
| Garbage area                                 | 50              | 1                      | 1                 | 50          | • for staff and visiting case managers - needs 3  
| Parking for staff                            | 162             | 1                      | 3                 | 486         | • 15% of the residents have cars  
| Parking for residents                        | 162             | 1                      | 5                 | 810         |                                                                                                                                                                                                   |
| **Total**                                    |                 |                        |                   | 3,516       |                                                                                                                                                                                                   |
## COUNTY OF SANTA CLARA - COMPASSION VILLAGE

### COST ESTIMATE

**Updated 3/7/2019**

<table>
<thead>
<tr>
<th>QTY</th>
<th>SIZE / UNIT (SF)</th>
<th>COST</th>
<th>ASSUMPTIONS</th>
</tr>
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<tbody>
<tr>
<td>48' x 40' Community Building with ramp</td>
<td>1</td>
<td>1,920</td>
<td>$300,000</td>
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<tr>
<td>Tiny Homes</td>
<td>30</td>
<td>20,000</td>
<td>$600,000</td>
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<tr>
<td>Ramps</td>
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<td>1,800</td>
<td>$14,400</td>
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<tr>
<td>Power - Main Switch</td>
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<td>$180,000</td>
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<tr>
<td>Power Pedestals - for each microhouse</td>
<td>30</td>
<td>1,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Grading/Site Work</td>
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<td></td>
<td>$381,131</td>
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<tr>
<td>Driveway curb cut/gutter modifications</td>
<td></td>
<td></td>
<td>$10,000</td>
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<tr>
<td>Sanitary Sewer</td>
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<td>$90,120</td>
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<tr>
<td>Utility Hook up to structure</td>
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<td>400</td>
<td>$12,400</td>
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<tr>
<td>Water</td>
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<td></td>
<td>$83,600</td>
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<tr>
<td>Utility Hook up to structure</td>
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<td>250</td>
<td>$7,750</td>
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<tr>
<td>Storm Drain</td>
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<td></td>
<td>$63,735</td>
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<tr>
<td>Bike rack (6-8 bikes each rack)</td>
<td>2</td>
<td>1,000</td>
<td>$2,000</td>
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<tr>
<td>Site Lighting - light poles</td>
<td>9</td>
<td>7,780</td>
<td>$70,020</td>
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<td>Landscaping</td>
<td>3,500</td>
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<td>dog park entry gate</td>
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<td>$1,500</td>
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<tr>
<td>Fire Hydrant</td>
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<td>$76,000</td>
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Subtotal Estimated Cumulated (*) $2,246,066

### OVERHEAD AND PROFIT

20.0% $449,213 Provided by TBD

Subtotal Estimated Cumulated $2,695,279

### BIDDING CONTINGENCY

10.0% $269,528 Provided by TBD

Subtotal Estimated Cumulated $2,964,807

### DESIGN AND SOFT COST

| Consultants | |
| Under Owner Contract | |
| Civil, Security, Waste Mgmt., Special Inspector | 1% |
| Under Architect / DB Contract | |
| Under Architect / DB Contract | |
| Basic Services: Mech., Elect., Plumb., Fire / Safety, Geotech Other, as Required | 10% |
| Other, as Required | |
| Code | |
| ISD / Data | |
| Landscape | |
| Commissioning Agent | |

Attachment: Feasibility Study (101010: Establishing a Temporary Shelter Site)
<table>
<thead>
<tr>
<th>Graphic and Wayfinding</th>
<th>QTY</th>
<th>SIZE / UNIT (SF)</th>
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<tr>
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<td>Based upon previous County projects</td>
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<tr>
<td>County Inspector</td>
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<td>$29,648</td>
<td>Based upon previous County projects</td>
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<tr>
<td>Unforeseen Conditions</td>
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<td>LEED Silver (feasibility unknown)</td>
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<td>$-</td>
<td></td>
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<tr>
<td>ADA</td>
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<tr>
<td>Design Contingency</td>
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<td>$296,481</td>
<td>Provided by TBD</td>
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<tr>
<td>Project Construction Contingency</td>
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<td>Provided by TBD</td>
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<tr>
<td>Project Management by AE, Allow Construction</td>
<td>LS</td>
<td>$-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FF&amp;E</td>
<td>5%</td>
<td>$148,240</td>
<td>placeholder for outdoor furnishings, community building furnishings and equipment</td>
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</table>

<table>
<thead>
<tr>
<th>Temporary Space during Construction</th>
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<th>COST</th>
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<tbody>
<tr>
<td>Moving</td>
<td>$1,000 / Pers.</td>
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</tr>
<tr>
<td>Lease of Temporary Space, Allow</td>
<td>$ 60 / SF</td>
<td>$-</td>
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<tr>
<td>Utilities</td>
<td></td>
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<td></td>
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<td>Temporary FF+E, Allow</td>
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<td>$-</td>
<td>No budget provided due to temporary nature of project</td>
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<td>Counsel / Fire Marshal</td>
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<td>$-</td>
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<td>Building Operations / ISD</td>
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<td>$-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing / Advertisements</td>
<td>LS</td>
<td>$-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stipend for Travel</td>
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<td>$-</td>
<td></td>
<td></td>
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<tr>
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<tr>
<td>Subtotal Estimated Cumulated</td>
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<td>Permit Cost</td>
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<tr>
<td>Building</td>
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<td>C3 Stormwater Permit</td>
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<td>Per State Legislation this project may be exempt</td>
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<tr>
<td>Misc. Permits</td>
<td>1%</td>
<td>$-</td>
<td></td>
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<tr>
<td>Grand Total Estimated Cumulated</td>
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<td></td>
<td>50,961</td>
<td>$4,546,828</td>
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(*) Includes: Subcontractor Markups, Site Requirements, Jobsite Management, Insurance & Bonding, and Contractor Fee.
Assumptions:

- Items 4, 9 and 10 and start date of 38 & 39 dependent on minimal review and approval time needed by County. Actual timeline may need to be adjusted based on County purchasing protocols.
- Item 14 dependent upon direction provided in person or via web meeting same day.
- Item 23 and 24 based upon timelines provided by Facilities and Fleets Department.
- Items 26-31 based upon the assumption project would bid prior to permit issuance resulting in added risk to County if scope is revised during plan review process.
- Item 37 based upon construction duration estimate from BKF Engineers for site improvements reflected in cost estimate.
- Item 38 based upon estimate provided at kickoff meeting with FAF, OSH and HHS.
APPENDIX

1. Transitional Village for Homeless Lessons Learned
2. Transitional Village for Homeless Market Research
3. Flood Hazard Map
4. Assessor Parcel Map
5. Record of Survey
6. Code Research Summary
7. Preliminary Title Report
Lessons Learned from Hope Village

- Structures need to be sturdy, and the site needs some improvements and access to utilities.

Hope Village is made up of individual tents for sleeping and communal tents for food and supply storage, food preparation, meal service, and community congregating. Since the establishment of Hope Village, winds have impacted and blown over the communal tents. Clients have stated that they’ve been cold overnight sleeping in tents. Organizers have mentioned that, “tents are in danger of flooding when rain is plentiful because the ground is hard and water pools,” as well as the need for basic utilities such as electricity and potable water. Addressing these concerns and being more intentional about the preparation of a site would contribute to more secure and humane living conditions.

- A new village may be more successful if it is not sited at a location that is already encamped.

Prior to the County leasing the Ruff Drive site from the City of San Jose, approximately 30 people were encamped on or near the City-owned parcel. In addition, several other individuals were camping or staying in vehicles in the area. Hope Village established admittance criteria and screening that many of the existing campers could not meet. Because the existing campers were not welcomed into Hope Village, a tension developed between the campers and Hope Village.

In addition, because the City of San Jose had not conducted recent abatements in the area, and due to the significant public attention on Hope Village, word spread among unsheltered homeless people that the area immediately adjacent to Hope Village and the nearby areas along the Guadalupe River was a safe zone from encampment abatement. As a result, the population of camped homeless people in the immediate area of Hope Village appears to have doubled. This increase in population has resulted in overcrowding, a more chaotic environment, and concerns from law enforcement.

The combination of the early tension and the more chaotic environment has led to concerns for safety and security. The concerns are so heightened that the City of San Jose plans to abate the surrounding campers and nearby areas in mid-January.

- It would be advantageous for the County to vet, contract with and pay an experienced community-based organization to manage the site.

Office of Supportive Housing (OSH) staff have some concerns with the current operator’s approach to Hope Village. Multiple requests for a management plan, grievance procedure, and
some other documents required by the service agreement between the operator and the County have gone unsatisfied. The admittance philosophy appears to be in conflict with the philosophies implemented in the Supportive Housing System. It is unclear whether clients are receiving assistance with long-term housing plans.

Hiring a paid site operator would allow the County greater leverage in implementing a temporary housing program that is more integral to the Supportive Housing System and ensures a higher level of service for the people being served. The County should seek an operator with experience in running this type of residential occupancy situation and that would operate in partnership with the Supportive Housing System. In addition, the operator should provide clients with a role in determining the culture of the village but should not be dependent on unpaid clients to staff the site as a condition for residing on site.

Proposed Program and Site Requirements

1. Target Population
   a. 20 to 30 single-person or two-person households
   b. Clients staying in unsheltered situations would be given priority
   c. Approximately half of the households would be Permanent Supportive Housing or Rapid Rehousing clients in the housing search process or waiting for a development to open and would use the transitional village as Interim Housing
   d. Approximately half of the households would be people who have been identified through the Coordinated Assessment System (CAS) as needing minimal intervention, or who have a CAS score that would be unlikely to result in a referral for housing within 6 months

2. Housing Accommodations
   a. OSH recommends 1 tiny home on wheels for each household. Self-contained units would allow for maximum flexibility if the site is not permanent. Tiny homes could be serviced (septic dumping and water tank filling) by a mobile service, and may not need to plug in to a prepared site or the regular sewer system. In addition, it would provide the clients with more independence, which most clients report wanting. Finally, for clients who have been living unsheltered for years and are preparing to move into an apartment, a tiny home would provide an opportunity for clients to reacclimate to living indoors while not being as enclosing as directly moving into a larger building.
   b. Similar to the prototype tiny home in which the County invested, the tiny homes should include:
i. Sleeping area or convertible sleeping couch (similar to some RV setups)
ii. Food preparation area with small refrigerator, microwave, cooktop, sink (prototype does not have microwave or cooktop, but it is recommended by OSH)
iii. Small table or bar area
iv. Bathroom with toilet, shower, and sink
v. Attached outdoor storage locker

c. 25% of the tiny homes should be accessible to people who cannot climb stairs

3. Site Components

a. One or more communal structures that would include:

i. Community gathering space that could accommodate the number of residents of the transitional village for community meetings and occasional communal meals
ii. Minimal kitchen facilities to store food prepared off-site for communal meals, including a sink
iii. 1 small meeting room (to accommodate up to 4 people) for case management appointments
iv. 1 office for the on-site service coordinator
v. Workstation or operations desk for operations staff, with lockers or other lockable storage for personal belongings during a shift
vi. Restroom for use by staff and users of the communal space
vii. Laundry facilities to accommodate the number of residents of the transitional village

b. Basic amenities such as:

i. Garbage service
ii. Paved or gravel walkways
iii. External lighting
iv. Toileting area for dogs (many clients will have companion animals or pets)
v. Bike rack
vi. Parking
   1. 3 spaces for staff and visiting case managers
   2. Spaces assuming 15% of the households may have a car
vii. Wifi
viii. Security cameras

c. Design considerations:
i. The perimeter of the site should be fenced.

ii. Arranging the homes with the front doors facing a central point would create a community-minded environment. The central area should have some outdoor seating, such as benches and picnic tables.

4. Operations

a. Site would be staffed and accessible to clients 24/7.

b. The operator should seek to develop a community at the transitional village that is self-governed. The primary role of the operator’s staff would be to provide security, be a liaison for residents to address maintenance concerns, and serve in a supportive role to the residents. The operator’s staff would not be on site to govern or police the transitional village.

c. 1 “resident coordinator” onsite per shift would provide basic oversight and site security. Residents could be screened and hired to be temporary, very part-time workers to cover the mandatory lunch breaks of the operator’s staff.

d. 1.0 FTE service coordinator would provide information and referral services to clients described above in item 1.d.

e. Depending on the site, clients’ access and transportation needs would be considered. VTA transit passes, assistance obtaining/repairing bicycles, and the use of taxis or ride sharing services could be considered.

f. Operator should provide management plan, grievance process, tenancy documents, and other operational documents before opening the site.
I. Background:
Procurement Department conducted market research based on a request from the Office of Supportive Housing for mobile homes in support of the Transitional Villages for the Homeless Program. The inquiry is for 30 housing units to provide the department’s clients access to dignified, independent living arrangements.

On a parallel, there exists a project originated from the Gilroy Compassion Center (GCC) in 2015 which sponsored a Microhouse on Wheels project aimed at permanent / semi-permanent housing for clients and/or employee-volunteers of the facility. The prototype was co-designed (with Weston Miles, Architects) and built by Bill Wyrick from Los Banos RV Center at cost. This was referenced in one of the documents sent to Procurement.

II. Criteria:
An inquiry was sent to the market with the following criteria provided:

- Home on Wheels for transport flexibility. The homes could be serviced (septic and water tank filling) by a mobile service and may not need to plug in to a prepared site or sewer system.
- Home should include:
  1. sleeping area or convertible sleeping couch (1-2 people)
  2. food preparation area with small refrigerator, microwave, cooktop, sink
  3. small table or bar area
  4. bathroom with toilet, shower and sink
  5. attached outdoor storage locker
- 25% of homes should be accessible to people who cannot climb stairs.
- Must be designed/built to DMV and/or other (CA) state “mobile housing” compliance.
- Lease option.

III. Market Research:
There are three dwelling types that qualify under the criteria provided:

1. Tiny Home /Microhome on Wheels
2. Travel/Destination Trailers
3. Mobile Homes

The industry, market and products for these are diverse but deserve exploration. Examples of these three are detailed on the next page.

- Clarifications: The requirement for “transport flexibility”, is a major determinant of the type and price of the structures, and the resulting quality of the market research. The degree of mobility/transportability of the structures will determine whether it is classified as an “RV” (with DMV-type compliance required) or, as a semi-permanent structure (with residential-type standards). This also defines the dimensions of the buildings. Structural...
compliance(s) would also vary accordingly. Transport flexibility will need to be further qualified to achieve best quality results. Additionally, the broadly-defined criteria led to more design and specification questions. The most prevalent questions were for the size/dimension of the structure and the budget allocated for each unit. In the interest of expediency, we allowed vendors to interpret the requirements and relied on their expertise to present their best, most cost-effective solutions.

Below are compiled results from responsive vendors according to dwelling type.

**Tiny Home / Microhome on Wheels:**

Vendor: **Molecule Tiny Home of Santa Cruz, CA**  
Unit Cost (inclusive of Tax/Delivery): $28,000  
Timeframe of Completion per Unit: 2-3 Weeks  
Lease/Rental Option: No

Molecule Tiny Home Sample Floorplan
Vendor: **Timbercraft Tiny Home of Guntersville, AL**
Unit Cost (inclusive of Tax/Delivery): $64,500 on units 1-10, 4% discount on units 11-20, 8% discount on units 21-30.
Timeframe of Completion per Unit: 1 unit per month
Lease/Rental Option: No

Timbercraft Tiny Home Sample Floor Plan 1 (196 Sq ft)

Vendor: **Humble Handcraft of Ventura, CA**
Unit Cost (inclusive of Tax/Delivery): $60,669, Acorn Model, appliances included.
Timeframe of Completion per Unit: 1.5-2 weeks per home
Lease/Rental Option: No

Humble Handcraft 14’ Acorn Model
Vendor: **Liberty Cabins of Anderson, CA**
Unit Cost (inclusive of Tax/Delivery): $33,900
Timeframe of Completion per Unit: 2 weeks per unit
Lease/Rental Option: No

**Liberty Cabins 16’ Model**

**Travel/Destination Trailers:**

Vendor: **Best RV Truck of Turlock, CA**
Unit Cost (NOT including Tax/Delivery): Keystone Springdale $12,999
Timeframe of Completion per Unit: In Stock
Lease/Rental Option: No
Vendor: **Art Family RV of Morgan Hill, CA**
Unit Cost (exclusive of Tax/Delivery): Apex Nano 185BH or 191RBS $16,500
Timeframe of Completion per Unit: 5 weeks
Lease/Rental Option*: Yes (Monthly Rental)
  o Approximately: $1,100-$1,400/month 17’-20’ trailers
  o Approximately: $1,600/month 24’-27’ trailers

*All rentals require $1,500 refundable deposit.

Apex Nano 191RBS Floorplan

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**Market Research-New Hope Village**  
*Conducted by Procurement Department for the Office of Supportive Housing*
Mobile Homes:

Vendor: **Alliance Mobile Homes Sales of Sunnyvale, CA**

Unit Cost (inclusive of Tax):
- Floorplan 1135= $39,958 + $2,000 Delivery
- Floorplan 1429= $43,724 + $2,000 Delivery

Timeframe of Completion per Unit: 14-18 weeks

Lease/Rental Option: No
Vendor: **Green Galaxy Mobile Home Sales of Santa Clara, CA**

Unit Cost* (inclusive of Tax/Delivery): Model No. APS-514 = $50,474 on units 1-10, $49,474 on units 11-20, $48,474 on units 21-30 (on orders received by 12-31-2019)

Timeframe of Completion per Unit: 8 Units per month

Lease/Rental Option: No

*estimated cost of ADA ramp = $900-$1,800/unit

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**Floorplan APS-514**

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*Market Research-New Hope Village*

*Conducted by Procurement Department for the Office of Supportive Housing*
Vendor: Advantage Home Sales of San Jose, CA
Unit Cost* (inclusive of Tax/Delivery): Model No. BD-80 = $88,413
Timeframe of Completion per Unit: 3 months/unit
Lease/Rental Option: No

Floorplan BD-80

BD-80 426 SQ. FT. 36'-0" x 11'-10"
On August of 2015, Bill Wyrick, proprietor of Los Baños RV Center in Los Baños, CA partnered with Weston Miles Architects of Morgan Hill, CA to design and manufacture a prototype of a compact, permanent or sub-permanent living structure. **Microhouse on Wheels (MOW)** houses seven (7) people (2 of which are children) and has complete living amenities. This prototype is now in use at the Gilroy Compassion Center (GCC) as a keystone element of its Safe Parking Program, a program where high-risk individuals (e.g. pregnant/nursing women) can use the MOW as a temporary shelter for nursing and other needs.

The proprietary design of the MOW allows for convertibility of use and functions within its space which maximizes its limited square footage. The prototype was drafted by Weston Miles as a pro-bono project and Mr. Wyrick donated his design and labor costs, pro-bono, as well. The project’s total cost was approximately $11,000 which was spent entirely on materials. This amount was allocated to GCC by the County of Santa Clara. The contract for the prototype did not go through a competitive process.

Mr. Wyrick approximates that the production model of the MOW will cost $20,000 to produce today.
IV. Summary:

Except for Green Galaxy Home Sales and Art RV, leasing/rental are not usually available.

ADA accommodations were not addressed in the responses except by Green Galaxy Mobile Home Sales who estimated ADA access ramps to cost between $900-$1800 per unit. We could probably use this as a standard across all proposals. The unit costs are estimates and will vary with any changes in requirements and design. None of the prices were negotiated.

In summary, the need for mobile housing can apparently be addressed in various ways by the market. Size/dimensions, level of mobility/transportability, permanence and other specs have to be firmly established to assess which option will best suit the needs of the County. There is a degree of customization available on the homes (less for the travel /destination trailers) that will affect the use/functionality/design of the units and ultimately the price. In general manufacturers were willing to work with the County to determine how to best address our needs.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/14/2019 at 8:24:46 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
Code Research Summary

Title 2. Government of the State of California

Division 1. General

Chapter 7.8 Shelter Crisis

http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=1.&chapter=7.8.&lawCode=GO

- 8698.4. Specific requirements for the County of Santa Clara -
  - (2) (A) (i) The city, county, or city and county, in lieu of compliance with local building approval procedures or state housing, health, habitability, planning and zoning, or safety standards, procedures, and laws, may adopt by ordinance reasonable local standards and procedures for the design, site development, and operation of homeless shelters and the structures and facilities therein, to the extent that it is determined at the time of adoption that strict compliance with state and local standards or laws in existence at the time of that adoption would in any way prevent, hinder, or delay the mitigation of the effects of the shelter crisis. The Department of Housing and Community Development shall review and approve the city’s, county’s, or city and county’s draft ordinance to ensure it addresses minimum health and safety standards. The department shall, as set forth in Section 9795, provide its findings to the Senate Committee on Transportation and Housing and the Assembly Committee on Housing and Community Development within 30 calendar days of receiving the draft ordinance.
  - (ii) During the shelter crisis, except as provided in this section, provisions of any housing, health, habitability, planning and zoning, or safety standards, procedures, or laws shall be suspended for homeless shelters, provided that the city, county, or city and county has adopted health and safety standards and procedures for homeless shelters consistent with ensuring minimal public health and safety and those standards are complied with. Landlord tenant laws codified in Sections 1941 to 1942.5, inclusive, of the Civil Code providing a cause of action for habitability or tenantability shall be suspended for homeless shelters, provided that the city, county, or city and county has adopted health and safety standards for homeless shelters and those standards are complied with. During the shelter crisis, the local and state law requirements for homeless shelters to be consistent with the local land use plans, including the general plan, shall be suspended.
  - (B) This section applies only to a public facility or homeless shelters reserved entirely for the homeless pursuant to this chapter.
  - (3) Homeless shelters constructed or allowed under this chapter shall not be subject to the Special Occupancy Parks Act (Part 2.3 (commencing with Section 18860) of Division 13 of the Health and Safety Code), the Mobilehome Parks Act (Part 2.1 (commencing with Section 18200) of Division 13 of the Health and Safety Code), or the Mobilehome
We aren’t sure if this means that the County doesn’t have to adopt an ordinance since it’s at the hierarchy as #2 above requiring the ordinance.

(4) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) shall not apply to actions taken by a state agency or a city, county, or city and county, to lease, convey, or encumber land owned by a city, county, or city and county, or to facilitate the lease, conveyance, or encumbrance of land owned by the local government for, or to provide financial assistance to, a homeless shelter constructed or allowed by this section.

(5) On or before July 1, 2019, the city, county, or city and county shall develop a plan to address the shelter crisis, including, but not limited to, the development of homeless shelters and permanent supportive housing, as well as onsite supportive services. The city, county, or city and county shall make the plan publicly available.

(6) On or before January 1, 2019, and annually thereafter until January 1, 2021, if the city, county, or city and county has declared a shelter crisis, the city, county, or city and county shall report all of the following to the Senate Committee on Transportation and Housing and the Assembly Committee on Housing and Community Development:

- (A) The total number of residents in homeless shelters within the city, county, or city and county.
- (B) The total number of residents who have moved from a homeless shelter into permanent supportive housing within the city, county, or city and county.
- (C) The estimated number of permanent supportive housing units.
- (D) The number of residents who have exited the system and are no longer in need of a homeless shelter or permanent supportive housing within the city, county, or city and county.
- (E) The number of new homeless shelters built pursuant to this section within the city, county, or city and county.
- (F) New actions the city, county, or city and county is taking under the declared shelter crisis to better serve the homeless population and to reduce the number of people experiencing homelessness.

(b) For purposes of this section, the following terms have the following meanings:

- (1) “Homeless shelter” means a facility with overnight sleeping accommodations, the primary purpose of which is to provide temporary shelter for the homeless that is not in existence after the declared shelter crisis. A temporary homeless shelter community may include supportive and self-sufficiency development services.
(2) “Permanent supportive housing” means housing for people who are homeless, with no limit on length of stay, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed.

Based on the above state legislation, it looks like the County has leeway in whether or not they want to comply with the County’s own Floodplain Ordinance below.

County of Santa Clara Floodplain Ordinance
https://www.sccgov.org/sites/dpd/PlansOrdinances/FloodPlain/Pages/FloodPlain.aspx#01

06 - Manufactured Homes, Recreational Vehicles, and Trailers in the Floodplain

- RV located in the regulated flood plain must:
  - Meet the elevation and anchoring requirements for manufactured homes; OR
  - Be on the site for fewer than 180 consecutive days; OR
  - Be fully licensed and ready for highway use (i.e. on its wheels or jacking system, attached to the site only be quick disconnect type utilities, and with no permanently attached additions.

- Recreational vehicle or trailer means a vehicle that is: (1) built on a single chassis; (2) 400 square feet or less when measured at the largest horizontal projections; (3) designed to be self-propelled or permanently towable by a light duty truck; and (4) not designed primarily for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

- Recreational Vehicle and Trailer Parks
  - If a campground or recreational vehicle park is located in the floodplain, it should have an emergency plan that specifies how flood warnings will be received and how vehicles, trailers, and occupants will be safely evacuated in the event of a flood. If there will not be sufficient warning time to ensure that recreational vehicles and trailers will be removed prior to flooding, they should either be located outside of the floodplain or installed in a manner that meets the elevation and anchoring requirements for manufactured homes.

If the County chooses to follow their Floodplain Ordinance and decides that the units do not qualify as RV’s, then the following applies.

- Manufactured Homes
  - Manufactured homes must meet the same standards as any other residential building for elevation of the first floor, use of flood damage-resistant materials below the flood protection level, and elevation or protection of utilities. The best way to meet this
requirement is to elevate the bottom of the manufactured home chassis to the flood protection elevation (see Floodplain Facts #4: Residential Structures in the Floodplain).

- Manufactured home means a structure, transportable in one or more sections that is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. This includes older mobile homes that pre-date current manufactured home standards.

- Manufactured homes must be elevated on a permanent foundation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. A “permanent foundation” means more than a stack of concrete blocks. It should include a below-grade footing that is capable of resisting overturning, deep enough to account for frost depth and expected scour, and sized appropriately for the site’s soil bearing capacity. “Adequately anchored” means a system of ties, anchors, and anchoring equipment that will withstand flood and wind forces and will work in saturated soil conditions. Usually this means over-the-top or frame tie-downs in addition to standard connections to the foundation.

- If a solid perimeter foundation wall (or rigid skirting that is attached to the frame or foundation) encloses space below a manufactured home, openings are required to relieve hydrostatic loads and minimize the potential for damage to the home and its supporting foundation system (see Floodplain Facts #8: Enclosed Areas Below the Flood Protection Level). Flexible skirting or rigid skirting that is not attached to the frame or foundation does not trigger the requirement for flood vent openings, provided that the skirting does not provide structural support and will collapse under water loads without causing structural damage to the elevated home or the foundation.

- Replacement of an existing manufactured home with a new structure constitutes a substantial improvement, which means that the entire structure must comply with current elevation, construction, and anchoring requirements.

- Resource: FEMA P-85, Protecting Manufactured Homes from Floods and Other Hazards (2009)
  https://www.fema.gov/media-library/assets/documents/2574

The state legislation allows for the County to not follow the Special Occupancy Park or Mobilehome Parks and Installation. At this point, we have adjusted the site plan to comply with the Special Occupancy Park Article 7. Installations and Facilities for Unit Separation and Setback Requirements Within Parks since this is for fire safety.


Chapter 2.2 Special Occupancy Parks
https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IC00C9E
Traditionally the community building would need to comply with Chapter 2. Mobilehome Parks and Installations, but the State Legislation specifically states that the County does not have to comply with it. We can provide further information regarding what would typically be required, if desired.
PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner’s Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.
Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.
Dated as of February 13, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Santa Clara County

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee Simple

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2018-2019 are exempt. If the exempt status is terminated an additional tax may be levied. A.P. No.: 086-05-024.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Rights of the City and County of San Francisco, a municipal corporation, as contained in the Final Decree of Condemnation entered in the Superior Court of the State of California, in and for the County of Santa Clara, in that certain action entitled "City and County of San Francisco, a municipal corporation, Plaintiff vs. The County of Santa Clara, et al Defendants," Case No. 75907, certified copy of which Decree were recorded December 8, 1950 in Book 2112, Page 7 of Official Records and as amended by the Amended Final Decree in Condemnation a certified copy of which recorded July 20, 1959 in Book 4486, Page 109 of Official Records, as follows:

   The right to cut any and all existing fences and to install gates therein, at such points as may be necessary for the convenience of the City in the use of parcel of real property, and in the right to protect pipes and other structures or improvements of the city by means of fences or otherwise, provided, however, that the City shall not construct any other fences upon or with respect to said parcel of real property, without the consent of the owners. If the City should damage the owners road, fences or any structures permitted under the provisions of Section 2 of the covenants contained in said Decree, the City shall at its own expense, repair such damage.

First American Title Insurance Company
5. Any claim that may exist or arise by reason of the possible encroachment of your existing structure(s) onto the lands of the City and County of San Francisco.

6. Abutter’s rights of ingress and egress to or from the highway contiguous thereto, lying adjacent to the Westerly line of said land have been relinquished in the document recorded March 02, 1953 in Book 2590, Page 33 of Official Records.

7. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway, roadway or transit facility as contained in the document recorded March 02, 1953 in Book 2590, Page 33 of Official Records.


   In Favor of: Pacific Gas and Electric Company
   Affects: as described therein


   In Favor of: Pacific Gas and Electric Company, a California corporation
   Affects: as described therein

10. Abutter’s rights of ingress and egress to or from Adjoining Freeway have been relinquished in the document recorded July 03, 1970 in Book 8975, Page 149 of Official Records.

11. The fact that the land lies within the boundaries of the Milpitas Redevelopment Project Area No. 1 Redevelopment Project Area, as disclosed by the document recorded January 12, 1977 in Book C-534, Page 1 of Official Records.

12. An easement for ingress and egress to and from the right of way or strip of land (Thompson Court) and incidental purposes, recorded October 24, 2005 as Instrument No. 18637530 of Official Records.

   In Favor of: City of Milpitas
   Affects: as described therein

   The location of the easement cannot be determined from record information.


   In Favor of: City of Milpitas
   Affects: The Southeasterly 20 feet which is adjacent to the City and County of San Francisco’s property


   In Favor of: City of Milpitas
   Affects: The Northeasterly 10 feet which is adjacent to the city street known as Thompson Court

15. Water rights, claims or title to water, whether or not shown by the public records.
16. Any facts, rights, interests or claims which would be disclosed by a correct ALTA/NSPS survey.

17. Rights of parties in possession.
ALERT - CA Senate Bill 2 imposes an additional fee of $75 up to $225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

1. The property covered by this report is vacant land.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor’s parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

4. Should this report be used to facilitate your transaction, we must be provided with the following prior to the issuance of the policy:

   A. WITH RESPECT TO A CORPORATION:
      1. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
      2. A certificate copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
      3. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
      4. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

   B. WITH RESPECT TO A CALIFORNIA LIMITED PARTNERSHIP:
      1. A certified copy of the certificate of limited partnership (form LP-1) and any amendments thereto (form LP-2) to be recorded in the public records;
      2. A full copy of the partnership agreement and any amendments;
      3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;
      4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.
      5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

   C. WITH RESPECT TO A FOREIGN LIMITED PARTNERSHIP:
      1. A certified copy of the application for registration, foreign limited partnership (form LP-5) and any amendments thereto (form LP-6) to be recorded in the public records;
      2. A full copy of the partnership agreement and any amendment;
      3. Satisfactory evidence of the consent of a majority in interest of the limited partners to the contemplated transaction;

First American Title Insurance Company
4. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

5. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

D. WITH RESPECT TO A GENERAL PARTNERSHIP:

1. A certified copy of a statement of partnership authority pursuant to Section 16303 of the California Corporation Code (form GP-1), executed by at least two partners, and a certified copy of any amendments to such statement (form GP-7), to be recorded in the public records;

2. A full copy of the partnership agreement and any amendments;

3. Requirements which the Company may impose following its review of the above material required herein and other information which the Company may require.

E. WITH RESPECT TO A LIMITED LIABILITY COMPANY:

1. A copy of its operating agreement and any amendments thereto;

2. If it is a California limited liability company, a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) to be recorded in the public records;

3. If it is a foreign limited liability company, a certified copy of its application for registration (LLC-5) to be recorded in the public records;

4. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, such document or instrument must be executed in accordance with one of the following, as appropriate:

   (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such documents must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;

   (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.

5. A certificate of revivor and a certificate of relief from contract voidability issued by the Franchise Tax Board of the State of California.

6. Requirements which the Company may impose following its review of the above material and other information which the Company may require.

F. WITH RESPECT TO A TRUST:

1. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.

2. Copies of those excerpts from the original trust documents and amendments thereto which designate the trustee and confer upon the trustee the power to act in the pending transaction.

3. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

G. WITH RESPECT TO INDIVIDUALS:

1. A statement of information.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.
LEGAL DESCRIPTION

Real property in the City of Milpitas, County of Santa Clara, State of California, described as follows:

PARCEL B, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY BEING A PORTION OF LOS ESTEROS AND MILPITAS RANCHOS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON MARCH 7, 1963, IN BOOK 157 OF MAPS PAGE(S) 56.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO STATE OF CALIFORNIA BY GRANT DEED RECORDED JULY 3, 1970 AS INSTRUMENT NO. 3833540 IN BOOK 8975, PAGE 149 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL "B", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED "RECORD OF SURVEY", FILED MARCH 7, 1963, IN BOOK 157 OF MAPS, AT PAGE 56, IN THE OFFICE OF THE COUNTY RECORDER OF SANTA CLARA COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID PARCEL; THENCE ALONG THE NORTHWESTERLY LINE OF SAID PARCEL NORTH 64° 02' 30" EAST, 26.43 FEET; THENCE SOUTH 9° 27' 11" EAST, 139.90 FEET; THENCE SOUTH 14° 19' 40" EAST, 140.48 FEET; THENCE SOUTH 75° 40' 20" WEST, 14.00 FEET TO THE WESTERLY LINE OF SAID PARCEL; THENCE ALONG LAST SAID LINE NORTH 14° 19' 40" WEST, 274.55 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM THAT PORTION WHICH LIES NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF THE PARCEL THAT WAS DESCRIBED IN THAT CERTAIN RIGHT OF WAY DEDICATION AND GRANT OF EASEMENT (FOR THOMPSON COURT) TO THE COUNTY OF SANTA CLARA RECORDED OCTOBER 24, 2005 AS INSTRUMENT NO. 18637530 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF "PARCEL B", AS SAID PARCEL IS SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED MARCH 7, 1963 FOR RECORD IN BOOK 157 OF MAPS, AT PAGE 56, SANTA CLARA COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF ABEL STREET, 90 FEET WIDE, AS SHOWN ON SAID MAP, WITH THE PROLONGATION OF THE NORTHERLY LINE OF "PARCEL B", AS SHOWN ON SAID MAP; THENCE RUNNING ALONG SAID NORTHERLY LINE AND THE PROLONGATION THEREOF

A.) SOUTH 64° 01' 00" WEST, A DISTANCE OF 1,825.87 FEET TO THE TRUE POINT OF BEGINNING; SAID POINT ALSO BEING ON A CURVE TO THE RIGHT, FROM WHICH THE RADIUS POINT BEARS SOUTH 25° 59' 00" EAST, A RADIAL DISTANCE OF 45.50 FEET; THENCE LEAVING SAID NORTHERLY LINE

1.) SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 142° 55' 16", A DISTANCE OF 113.50 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE

2.) SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 39' 10"; A DISTANCE OF 17.38 FEET; THENCE

3.) SOUTH 12° 53' 01" EAST, A DISTANCE OF 413.45 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET; THENCE

4.) SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 39' 10"; A DISTANCE OF
17.13 FEET TO THE SOUTHERLY LINE OF SAID "PARCEL B"; THENCE RUNNING ALONG SAID
SOUTHERLY LINE

5.) SOUTH 66° 02' 30" WEST, A DISTANCE OF 61.20 FEET; THENCE LEAVING SAID SOUTHERLY LINE

6.) NORTH 13° 46' 24" WEST, A DISTANCE OF 21.90 FEET; THENCE

7.) NORTH 12° 53' 01" WEST, A DISTANCE OF 422.57 FEET TO THE BEGINNING OF A CURVE TO THE
LEFT HAVING A RADIUS OF 25.00 FEET; THENCE

8.) NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 37° 36' 17"; A DISTANCE
OF 16.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 45.50
FEET; THENCE

9.) NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 114° 30' 18", A DISTANCE OF
90.93 FEET TO THE TRUE POINT OF BEGINNING.

APN: 086-05-024
NOTICE I

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier’s checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier’s checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

NOTICE II

As of January 1, 1991, if the transaction which is the subject of this report will be a sale, you as a party to the transaction, may have certain tax reporting and withholding obligations pursuant to the state law referred to below:

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a buyer may be required to withhold an amount equal to three and one-third percent of the sales price in the case of the disposition of California real property interest by either:

1. A seller who is an individual with a last known street address outside of California or when the disbursement instructions authorize the proceeds be sent to a financial intermediary of the seller, OR
2. A corporate seller which has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000), OR
2. The seller executes a written certificate, under the penalty of perjury, certifying that the seller is a resident of California, or if a corporation, has a permanent place of business in California, OR
3. The seller, who is an individual, executes a written certificate, under the penalty of perjury, that the California real property being conveyed is the seller’s principal residence (as defined in Section 1034 of the Internal Revenue Code).

The seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

The California statutes referenced above include provisions which authorize the Franchise Tax Board to grant reduced withholding and waivers from withholding on a case-by-case basis.

The parties to this transaction should seek an attorney’s, accountant’s, or other tax specialist’s opinion concerning the effect of this law on this transaction and should not act on any statements made or omitted by the escrow or closing officer.

The Seller May Request a Waiver by Contacting:
Franchise Tax Board
Withhold at Source Unit
P.O. Box 651
Sacramento, CA 95812-0651
(916) 845-4900

First American Title Insurance Company
Privacy Policy

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American’s Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

First American Title Insurance Company
CLTA/ALTA HOMEOWNER’S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   (a) building;
   (b) zoning;
   (c) land use;
   (d) improvements on the Land;
   (e) land division; and
   (f) environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   (c) that result in no loss to You; or
   (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   (b) in streets, alleys, or waterways that touch the Land.
   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<table>
<thead>
<tr>
<th>Your Deductible Amount</th>
<th>Our Maximum Dollar Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Covered Risk 16: 1% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Covered Risk 18: 1% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 19: 1% of Policy Amount or $5,000.00 (whichever is less)</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Covered Risk 21: 1% of Policy Amount or $2,500.00 (whichever is less)</td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   (a) and use
   (b) improvements on the land
   (c) and division
   (d) environmental protection
   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   (a) a notice of exercising the right appears in the public records on the Policy Date
   (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:

First American Title Insurance Company
This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement erected on the Land;
   iii. the subdivision of land; or
   iv. environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction creating the lien of the Insured Mortgage is
   a. a fraudulent conveyance or fraudulent transfer, or
   b. a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys’ fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an
accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement erected on the Land;
   iii. the subdivision of land; or
   iv. environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   a. a fraudulent conveyance or fraudulent transfer; or
   b. a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:  

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

First American Title Insurance Company
The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement erected on the Land;
   iii. the subdivision of land; or
   iv. environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   a. a fraudulent conveyance or fraudulent transfer, or
   b. a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Dave Cortese, Supervisor  
      Cindy Chavez, Supervisor

SUBJECT: Resolution Calling for Heightened Measures to Protect Frontline Healthcare Workers

RECOMMENDED ACTION
Approve referral to County Counsel to report to the Board with options for consideration relating to adopting a resolution that supports implementing heightened protective measures to prevent frontline healthcare workers from being exposed and later transmitting COVID-19 to other vulnerable patients. (Cortese/Chavez)

FISCAL IMPLICATIONS
There are no fiscal impacts stemming from the adoption of this resolution.

REASONS FOR RECOMMENDATION
The County of Santa Clara is currently experiencing an outbreak of the coronavirus (COVID-19) which has been deemed a global pandemic by the World Health Organization.

The Santa Clara County Board of Supervisors declared a local health emergency due to Novel Coronavirus on February 3, 2020. The Board should reaffirm their commitment to frontline healthcare workers and in-home support service providers in order to combat the spread of COVID-19 and maintain the health and safety of the healthcare professionals who risk their lives for well-being of others.

A sample resolution has been attached for staff to utilize when considering the drafting of the language within the resolution.

BACKGROUND
Our frontline healthcare workers are putting their health at risk as they continue to provide medical assistance to those who desperately need our help during the COVID-19 emergency.

As a result, these healthcare professionals are putting patients, themselves, and their families at risk since they come into close daily contact with their patients for prolonged periods of time with little to no additional personal protective equipment such as masks, gloves, and protective coveralls.

Attachments:

DRAFT RESOLUTION – Resolution Calling for Heightened Measures to Protect Frontline Healthcare Workers (DOCX)

ATTACHMENTS:

- Resolution Calling for Heightened Measures to Protect Frontline Healthcare Workers (PDF)
RESOLUTION NO. _____________

RESOLUTION URGING THE DEPARTMENT OF PUBLIC HEALTH AND ZUCKERBERG GENERAL HOSPITAL TO IMPLEMENT HEIGHTENED PROTECTIVE MEASURES TO PREVENT FRONTLINE HEALTHCARE WORKERS FROM BEING EXPOSED AND LATER TRANSMITTING COVID-19 TO OTHER VULNERABLE PATIENTS

WHEREAS, On February 3, 2020, the Santa Clara County Health Officer issued a Declaration of Local Health Emergency Regarding Novel Coronavirus 2019 (COVID-19) based on an imminent and proximate threat to public health from the introduction of COVID-19 in Santa Clara County, which was followed by a March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom; and

WHEREAS, The County of Santa Clara is currently experiencing an outbreak of the coronavirus (COVID-19) which has been deemed a global pandemic by the World Health Organization; and

WHEREAS, the state of California is a demonstrated leader in the fight against climate change; and

WHEREAS, Frontline healthcare workers such as doctors, nurses, paramedics, and In-Home Support Service (IHSS) providers have been the first line of defense in stopping the spread of COVID-19 often putting themselves in great risk of contracting the virus from various patients that they come into contact with every day; and

WHEREAS, Other healthcare professionals such as physical therapists, occupational therapists, and speech language pathology workers are also fearful for their health because they also come into close contact with a vulnerable set of people, like seniors or those with pre-existing health conditions; and

WHEREAS, According to the World Health Organization, as of March 21, 2020, there are 287,000 confirmed cases of COVID-19 worldwide claiming the lives of 11,900 people; and
WHEREAS, In the United States as of March 21, 2020 there are already 22,177 cases, with 278 deaths; in California there are 1,286 confirmed cases, including 539 confirmed cases in the Bay Area, and 24 confirmed deaths in California, and 646 confirmed cases in Santa Clara County; and

WHEREAS, If healthcare professionals continue to follow the regular “business as usual” practices, they will undoubtedly become vectors for spreading the disease, further burdening our healthcare system; and

WHEREAS, SEIU Local 2015 represents approximately 400,000 In-Home Supportive Services (IHSS) providers who assist low-income seniors and people with disabilities, and are advocating to request that the state take immediate direct action to support and protect the IHSS community during the COVID-19 pandemic; and

WHEREAS, Workers in the Rehabilitative Department; are tasked with caring for the most vulnerable and at-risk members of our population. This includes many patients that are over 80 years old, immune-compromised, and otherwise fragile and will not be able to fight off an infection that attacks their pulmonary systems; and

WHEREAS, Even in the midst of this crisis, these healthcare professionals have been asked to continue their daily work tasks with no additional personal protective equipment, despite nationwide directives from the Center of Disease Control (CDC) to adhere to social distancing guidelines; and

WHEREAS, As a result, these healthcare professionals are putting patients, themselves, and their families at risk since they come into close daily contact with their patients for prolonged periods of time with little to no additional personal protective equipment such as masks, gloves, and protective coveralls; and

WHEREAS, The essential job functions of providers are to break “social distancing” precautions by physically touching and facilitating the patients in movement; and

WHEREAS, If these healthcare professionals continue business as usual, they will become vectors for spreading the disease, especially if they have been given no personal protective equipment beyond taking standard precautions; and
NOW, THEREFORE, BE IT RESOLVED, The Santa Clara County Board of Supervisors reaffirms its commitment to front line healthcare workers and in-home support service providers in order to combat the spread of COVID-19 and maintain the health and safety of the healthcare professionals who risk their lives for well-being of others; and

BE IT FURTHER RESOLVED, Ensure that healthcare professionals in both the hospital and in-home support services settings are provided with sufficient protective supplies such as masks, gloves; protective coveralls, and disinfectants; and

BE IT FURTHER RESOLVED, Provide the necessary number of paid sick leave hours for these healthcare professionals to allow them to quarantine when sick, following California Department of Public Health guidelines for caregivers; and be it

BE IT FURTHER RESOLVED, That the Clerk of the Board of Supervisors, no later than 30 days after the passage of this Resolution, shall transmit copies of this Resolution to Santa Clara Valley Medical Center, Santa Clara County Department of Public Health, California Department of Public Health and to the representatives of Santa Clara County on the California State Legislature urging that they pass similar resolutions.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ____________, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

________________________________________
CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:
MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

______________________________
JAMES R. WILLIAMS
County Counsel
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Cindy Chavez, Supervisor
SUBJECT: Election Access and Emergency Ballot Delivery

RECOMMENDED ACTION
Consider recommendations relating to the vote-by-mail adjustments that will be made given the COVID-19 crisis and the Emergency Ballot Delivery method for marginalized voters. (Chavez)

Possible action:

a. Approve referral to Administration and to the Office of the County Counsel to report to the Finance and Government Operations Committee on May 19, 2020 with options for consideration relating to the potential full implementation of the vote-by-mail process for the November 2020 election if necessary given the risks that the COVID-19 crisis presents.

b. Approve referral to Administration to report to the Finance and Government Operations Committee on May 19, 2020 with information and recommendations relating to potentially expanding the awareness of and access to the Emergency Ballot Delivery procedure to eligible voters and organizations serving residents more commonly known to face barriers to voting, including, but not limited to, residents who are disabled, hospitalized, incarcerated, or confined to their homes due to medical emergencies

REASONS FOR RECOMMENDATION
As the COVID-19 crisis continues, it is important that the County of Santa Clara and the Registrar of Voters (ROV) review resources and voting options to ensure everyone, and especially marginalized communities, understand the changes and options to vote.

As one of the leading regions already having implemented the Voter’s Choice Act (VCA), the County of Santa Clara currently has the mechanisms and resources in place that enabled the ROV to send vote-by-mail (VBM) ballots to all registered voters during the most recent March 3 elections. As we continue to monitor the COVID-19 crisis, it is fitting to monitor
federal and state changes that may assist the County in continuing to fully and resourcefully implement the VBM voting method. County Counsel is requested to include in its report back any information related to approval of the implementation of full Vote by Mail that would be necessary by the Secretary of State, or whether such a change would require any change in existing state legislation.

During this COVID-19 crisis, being unexpectedly confined to a hospital bed or residing in a nursing home may present a limitation and deter or prevent eligible voters from casting their ballot, which is why one doctor, Dr. Kelly Wong from Brown Alpert Medical School in Providence, Rhode Island, founded the website patientvoting.com to help patients be aware of and find options available to them to vote.¹

Currently, the ROV is unaware of which hospitals or organizations have educational tools or materials in place to inform healthcare staff about the Emergency Ballot Delivery procedure so that they can in turn inform their patients/clients who may need to vote in that manner.

This voting method is critical to our current needs as our County plans for a projected surge of hospitalizations due to the COVID-19 virus. As the sixth largest in California, our county is positioned to use healthcare facilities’ settings to educate not only patients, but also hospital staff and their administration on the Emergency Ballot Delivery procedure so they can in turn inform hospitalized patients about their options to vote.

In-Home Support Services (IHSS) providers and caregivers are another group that commonly assist elderly patients/clients that may be confined to their beds or homes. Therefore, it would also be beneficial for IHSS staff and providers to be trained to understand the Emergency Ballot Delivery procedure in order to properly assist clients who want to vote.

It is also important that the County has procedures in the County jails to educate and inform detainees of their voting options. The average daily population for the Santa Clara County Correctional facilities is approximately 3,600 inmates a day.² According to a 2019 study of state prison detainees, 93 percent of incarcerated individuals want to vote and contribute positively to their community.³

Therefore this referral seeks to ensure the County and ROV begin partnerships and gather resources to successfully carry out a countywide VBM-only method for the November elections should the COVID crisis continue such that moving to the VBM-only method were to become necessary. In addition, as numbers of hospitalized patients continue to grow, and with the full understanding that patients may face other challenges, we still want to ensure that their options and right to vote is made available to them. Therefore, this referral also asks that outreach be accomplished and educational materials and tools be available at places such as hospitals, senior assisted living facilities, the County jails, and other sites that commonly

assist a similar population so that folks who are hospitalized, disabled, confined to their homes due to a medical emergency, or detained in County jail are aware of and can make use of the Emergency Ballot Delivery procedure during elections.

It is important to note that this is the type of project that could be assigned to the many County staff who are working from home or are not currently assigned to a project during the Shelter-in-Place order.

The report to the Finance and Government Operations Committee on May 19, 2020 should include the following:

- An outline of legal obstacles for an all-mail ballot election and potential pathways to overcome those obstacles such as through legislative changes or executive order;
- An implementation plan with recommendations outlining the potential transition to a countywide vote-by-mail (VBM) only option should it become necessary for the November elections in order to reduce the risks and dangers of the COVID-19 crisis. The plan should:
  - outline outreach methods, messaging, and other mechanisms needed to ensure voter confidence to cast ballots from home, while mindful that many older voters prefer to vote in person;
  - a proposed partnerships list including but not limited to, the Secretary of State, culturally and linguistically appropriate community-based organizations, and other relevant partners that would help ensure a secure and successful move to VBM; and
  - other details as recommended by staff.
- A list of local hospitals, health clinics, senior-assisted living facilities, nursing homes and other similar sites countywide that:
  - already have procedures in place with the ROV to ensure that patients/clients are aware of their voting options; and
  - do not have procedures yet in place with the ROV, and recommendations on how to ensure that procedures are in place prior to the November 2020 elections;
- Current practices and procedures in the County jails that educate and inform detainees about their rights and opportunities to vote;
- Recommendations on who should have oversight on how and where voters’ rights and options to vote are to be posted in hospitals, health clinics, nursing homes, senior assisted living facilities, and the county jails;
- Training and/or educational opportunities for IHSS staff and providers.

As the COVID-19 virus continues to spread and voters are challenged in participating in the voting process, it is important to examine the federal stimulus bill and how it can support our efforts in outreaching and ensuring the vote-by-mail method is utilized as an effective countywide means to ensure voter confidence to cast ballots from home.
In addition, the expansion of outreach and increase in awareness, trainings, and procedures related to the Emergency Ballot Delivery procedure at hospitals, senior-assisted living facilities, nursing homes, health clinics, county jails, and other related sites will ensure that everyone eligible to vote can do so without barriers, and will educate individuals including hospital staff, families and caregivers of patients or inmates who help patients or loved ones cast their ballot.

While it is likely that the current conditions that exist as a result of the COVID-19 virus will alleviate by late summer when the November election begins to approach, it is important that the County make contingency plans related to voting. In addition, the outreach and many of the mechanisms that are typically put in place during emergencies as outlined in this referral are worthwhile considering on an ongoing basis to ensure access to voting by registered voters throughout Santa Clara County.

The referral requests that the Administration and County Counsel report back in May as the expected conditions in the fall will likely be easier to anticipate at that time.

**BACKGROUND**

Since the December 2019 outbreak of the COVID-19 virus in Wuhan, China, the infection has grown to more than 400,000 confirmed cases and more than 18,000 deaths worldwide as of March 25, 2020.\(^4\) California has 2,535 confirmed cases as of March 25, 2020.\(^5\)

On March 25, 2020, the Senate unanimously approved a $2 trillion COVID-19 economy stimulus package that intends to bolster the nation’s health care response and economy. The funding includes an Emergency Appropriation for $400 million in election assistance to help states prepare for the 2020 election cycle, including expansion of the ability to vote by mail, expanding early voting and online registration and increasing the safety of voting in-person by providing additional voting facilities and more poll-workers.

Voters are less likely to cast their ballot because of an illness or disability.\(^6\) According to the US Census Bureau in 2012, only 56.5 percent of voting-age Americans casted a ballot.\(^7\) For those who didn’t, illness and disability were major contributing factors. More recently in 2016, among the estimated 18.9 million registered nonvoters in America, 2.2 million stated they did not vote because of an illness or disability.\(^8\)

The Emergency Ballot Delivery procedure is a useful method of voting that can help eligible voters cast their ballot despite unforeseen barriers or restrictive health and physical circumstances that may prevent them from personally retrieving their ballots. Eligible voters under these circumstances include those who may be hospitalized, disabled, detained in


\(^5\) California Dept of Public Health. [https://www.cdph.ca.gov/Programs/OPA/Pages/NR20-033.aspx](https://www.cdph.ca.gov/Programs/OPA/Pages/NR20-033.aspx). Date accessed 03.26.20

\(^6\) Ibid.


County jail, or confined to their homes due to a medical emergency.  

In order to participate in the Emergency Ballot Delivery procedure, an Early Voting Application is required to be filled out and returned to be verified for current registration and signature match through the ROV’s Election Information Management System (EIMS). The registered voter must complete, sign, and date the Early Voting Application. If the voter cannot sign their application, someone (i.e. a nurse, doctor, caregiver, social worker, family member, etc.) can help assist the voter to sign it with an “X”. The representative assisting the voter should write “witnessed by”, and print and sign their name and return the completed Early Voting Application to the ROV Main Office on Berger Drive. The ROV Office will verify the voter’s information and signature in EIMS, and once verified, a ballot may be issued to the voter and a complete vote-by-mail packet is prepared. The representative assisting the voter will then take the ballot to the voter at their respective location. Once completed, the ballot may be returned to the ROV Main Office, any Vote Center, or any dropbox location for processing in conjunction with other vote-by-mail ballots.

The right of people with disabilities, including mental illness, to vote is guaranteed by the Voting Rights Act of 1965, the Americans with Disabilities Act of 1990, the National Voter Registration Act of 1993, and the Help America Vote Act of 2002. Each subsequent law strengthened and expanded these rights to ensure everyone eligible to vote can do so without barriers.

Per California State Assembly Bill 2466, felons in county custody, whether inside jail or released on supervision – retain their right to vote.

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DATE: April 7, 2020

TO: Board of Supervisors

FROM: Cindy Chavez, Supervisor

SUBJECT: Resolution to Denounce Xenophobia and Anti-Asian Sentiment due to the COVID-19 Pandemic

RECOMMENDED ACTION

Adopt Resolution denouncing xenophobia and anti-Asian sentiment due to the COVID-19 pandemic, and affirming the County of Santa Clara’s support of and commitment to the well-being and safety of Asian American communities. (Chavez)

REASONS FOR RECOMMENDATION

Incidents of discrimination, hate crimes, and microaggressions against Asian Americans of all ethnicities are on the rise throughout the country as they are being blamed for the COVID-19 virus.

The volume of incoming hate incident reports is dangerous and makes it evident that we must be proactive in curtailing racial discrimination and harassment during this pandemic.

The County of Santa Clara is one of the first minority-majority counties in the nation, and as such, Asians have been the largest racial group since 2014. Currently, Asians make up nearly 38 percent of the county’s population\(^1\).

It is important for the County to take leadership and stand in solidarity with the Asian American communities to send a message that we care about them, and want them to report incidents so that we can take steps to prevent and stop discriminatory and hateful behavior. The Resolution will also encourage victims and bystanders to speak out to stop this climate of hate that has been permeating the country. We must remember that we can only overcome this pandemic by standing united, not divided.

\(^1\) US Census Bureau. [https://www.census.gov/quickfacts/santaclaracountycalifornia](https://www.census.gov/quickfacts/santaclaracountycalifornia), Date accessed 03.29.20
BACKGROUND

On March 19, San Francisco State University’s Asian American Studies Department, Chinese for Affirmative Action (CAA), and the Asian Pacific Planning and Policy Council (A3PCON) launched an online reporting center to collect and track incidents of anti-Asian American and Pacific Islander hate violence, harassment, discrimination, shunning, and child bullying in California and nationwide so that victims can share their stories.

Since then, there have been more than 100 cases reported daily, with 5.5 percent of reported cases from limited English speakers. The report also revealed that Asian Americans of different ethnicities are being racially profiled; 61 percent of respondents are non-Chinese.  

Examples of reported incidents include:

- "As an Asian I asked my boss if she wanted to eat at Din Tai Fung. She proceeded to say "NO! I don't want corona virus"-- San Jose
- In early March, an Asian man was sprayed with an air freshener on a New York subway.
- Propaganda with a fake seal of the World Health Organization tells Los Angeles residents to avoid Asian American businesses because of a coronavirus outbreak.
- In Philadelphia, Asian Americans have been regularly facing verbal and non-verbal forms of street harassment since as early as February.

Additionally, CAA reported that advocates found 300 news articles nationwide reporting attacks against Asian Americans during a roughly two-week period ending March 7. Many agencies know hate incidents are happening anecdotally and are making efforts to encourage victims to file official reports, even if they’re anonymous.

Since the December 2019 outbreak of the COVID-19 virus in Wuhan, China, the infection has grown to more than 600,000 confirmed cases and more than 29,000 deaths worldwide as of March 29, 2020. The World Health Organization has cautioned against using geographic descriptors because it leads to ethnic discrimination.

At multiple White House press conferences in March, President Trump referred to the COVID-19 virus as the “Chinese virus,” a term that has been widely denounced by advocacy groups and Asian American organizations for provoking racism and retaliation against Asian Americans.

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3 “Coronavirus discrimination: Victims share stories of hate crimes after 650+ incidents reported.” ABC7News. https://abc7news.com/6054466/ Date accessed 03.29.20
5 “Coronavirus discrimination: Victims share stories of hate crimes after 650+ incidents reported.” ABC7News. https://abc7news.com/6054466/ Date accessed 03.29.20
ATTACHMENTS:

• COUNSEL SIGNED Resolution Denouncing Xenophobia and Anti-Asian Sentiment for BOS 040720 (PDF)
RESOLUTION NO. __________

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA DENOUNCING XENOPHOBIA AND ANTI-ASIAN SENTIMENT ARISING DUE TO FEARS OF THE COVID-19 PANDEMIC AND AFFIRMING ITS COMMITMENT TO THE WELL-BEING AND SAFETY OF ASIAN AMERICAN COMMUNITIES

WHEREAS, Asian American communities are suffering acts of discrimination, hate crimes, and microaggressions due to fears of COVID-19;

WHEREAS, since the December 2019 outbreak of the COVID-19 virus in Wuhan, China, the infection has grown to more than 600,000 confirmed cases and more than 30,000 confirmed deaths worldwide;

WHEREAS, according to the World Health Organization, over 100,000 cases have been reported in the United States as of March 29, 2020;

WHEREAS, at a White House press conference with the Coronavirus Task Force on March 18, 2020, President Trump dubbed the COVID-19 virus the “Chinese virus,” and a White House official reportedly called it “Kung-Flu”;

WHEREAS, such rhetoric is reminiscent of the late 1800s, when Chinese Americans were deemed the “yellow peril,” despite living in the United States for years;

WHEREAS, such rhetoric is inaccurate and stigmatizing, tends to incite fear and xenophobia, and may put Asian Americans at risk of retaliation;

WHEREAS, scientists have confirmed that the COVID-19 disease does not respect borders and is not caused by ethnicity, and the World Health Organization has cautioned against using geographic descriptors because they can fuel ethnic discrimination;

WHEREAS, as the COVID-19 virus has spread, numerous Asian Americans and Pacific Islanders (AAPI) have reported experiencing microaggressions, racial profiling, hate incidents and, in some cases, hate violence;

WHEREAS, in an effort to quantify and combat hate crimes targeting Asian Americans and Pacific Islanders stemming from people’s reaction to the COVID-19 pandemic, two Bay Area groups—Asian Pacific Policy and Planning Council (A3PCON) and Chinese for Affirmative Action (CAA)—created an online reporting center where people can fill out a form—currently available in English, traditional Chinese, simplified Chinese, and Korean—to report the location and type of discrimination experienced and other details;

WHEREAS, A3PCON and CAA plan to use the information reported to create targeted education and media campaigns, provide resources to those affected, and advocate for policies to curb racial targeting;
Whereas, in Santa Clara County, one of the first minority-majority counties in the nation, Asians have been the largest racial group since 2014, and currently, Asians make up nearly 38 percent of the county’s population; and

Whereas, the County of Santa Clara Board of Supervisors wishes to affirm its commitment to the well-being and safety of Asian American community members and ensure they know they are not alone and that they can speak out to help stop the spread of bigotry;

Now, Therefore, Be It Resolved by the Board of Supervisors of the County of Santa Clara, California, that:

1. The County denounces xenophobia and anti-Asian sentiment and does not support the Trump administration’s rhetoric and racist remarks regarding the COVID-19 virus.

2. The County joins cities, counties, and states across the country in affirming its commitment to the safety and well-being of Asian Americans and in combating hate crimes targeting Asian Americans and Pacific Islanders.

3. The County will continue its efforts to protect residents and victims of hate, and to prosecute and curb hate acts related to COVID-19 in partnership with nonprofits, the County of Santa Clara’s District Attorney’s office, the San José Police Department, and others.
4. The County calls upon all counties, cities, and local governments across the United States to adopt similar commitments to reaffirm their solidarity with Asian American communities and commit to combatting hate.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on __________________________ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

JAMES R. WILLIAMS
County Counsel
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Garry Herceg, Deputy County Executive
SUBJECT: Transportation Needs Assessment for County Clients

RECOMMENDED ACTION
Under advisement from October 17, 2017 (Item No. 10): Receive report from Office of the County Executive relating to completion of an assessment on the transportation needs of clients in accessing County services.

FISCAL IMPLICATIONS
There are no fiscal implications associated with receiving this report. Should the Board of Supervisors direct Administration to consider implementation of any of the recommended strategies in this report, Administration would have to assess fiscal impacts and the level of effort that would be required from existing staff.

REASONS FOR RECOMMENDATION
At its October 17, 2017 (Item No. 10) meeting, the Board of Supervisors approved a referral from Supervisor Chavez to Administration to assess the transportation needs and challenges clients face in accessing County services. After initial research and efforts to assess internal capacity for such a study, Administration issued a competitive Request for Proposals and ultimately contracted with an expert consultant to determine the specific profile and needs of six key populations in the County. The consultant team has been working with staff and stakeholders from across the County over the past year to identify transportation gaps, assess best practices, and generate community-advised recommendations for addressing those needs. This is the final report of that Transportation Needs Assessment (TNA) study.

CHILD IMPACT
The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

On October 17, 2017, the Board of Supervisors approved a referral to Administration to assess the transportation needs and challenges clients face in accessing County services. The Board directed Administration to examine the transportation needs of clients involved in services with the following departments: Behavioral Health, Custody Health Services, District Attorney’s Office, Probation Department, Valley Medical Center and the Social Service Agency. The Board further directed Administration to focus on transportation needs of foster youth, seniors, individuals with disabilities and those involved in the criminal justice system to include victims of crime.

Administration held several stakeholder meetings to ascertain the level of transportation needs by Departments, as well as transportation options already in place within each Department. Based on these meetings, it was determined that transportation needs of County clients needed further study and exploration by an expert in the field.

On March 14, 2018, Administration submitted an off-agenda report to the Board outlining Administration’s efforts and the need for further study of County clients’ transportation needs.

On May 1, 2018, Administration released a Request for Proposals to seek applications from qualified consultants to conduct a comprehensive assessment of the transportation needs of various client populations in accessing County services. The Evaluation Committee reviewed and selected Nelson Nygaard in association with Raimi & Associates, with services beginning on January 7, 2019 and taking one year to complete.

**CONSEQUENCES OF NEGATIVE ACTION**

Administration would not receive these recommendations for transportation needs of clients in accessing County services.

**LINKS:**

- Linked To: 88597 : 88597
- Linked To: 94003 : 94003

**ATTACHMENTS:**

- TNA_Final Report (PDF)
- TNA_Appendices (PDF)
- TNA_Presentation_BOS_April 7 (PDF)
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Note: In order to maintain the confidentiality of participants, no photos were taken at the focus groups. Photos of people that are used throughout this report are illustrative only and are not of any community members who participated in a focus group or completed a survey.
1 EXECUTIVE SUMMARY

Santa Clara County (SCC) commissioned the Santa Clara County Transportation Needs Assessment study to determine the transportation needs of six key populations in the County, and to develop a comprehensive plan to implement strategies to address those transportation needs. SCC has recently experienced population and economic growth, but the County’s prosperity is not evenly distributed and recent economic growth has also widened socioeconomic disparities. Some communities within the County have access to affordable transportation options while other communities are much more limited. Access to transportation in turn shapes residents’ ability to access healthcare and supportive social services, maintain social connections, and participate in employment or education.

In addition to geographic-specific transportation barriers – people with low incomes, people of color, recently incarcerated people, older adults, and people with disabilities frequently face additional barriers to transportation access and mobility. Multiple County of Santa Clara departments and agencies serve members of the six vulnerable populations that were included in the transportation needs assessment (as the County provides some with varied levels of transportation assistance):

- Youth in foster care;
- Individuals with serious mental illnesses and/or medical conditions accessing County services;
- Individuals with serious mental illnesses and/or medical conditions being released from hospital, jail, or service programs;
- Older adults and people with disabilities;
- Non-risk criminal witnesses and victims of crime; and,
- Adults on probation.

---


DEMOGRAPHIC PROFILE

Information below presents data related to the primary language and household income for all County residents as well as the best available demographic data for the key populations.

The American Community Survey also provides other demographic information that effects transportation needs and access, including income and English proficiency.

- **Primary Language**: A significant portion (21%) of County residents can be categorized as having limited English proficiency. Overall, more than half (52%) speak a language other than English at home.

- **Household Income**: Of the approximately 630,000 households in the County, 19% have less than $40,000 in annual income. A similar share (19%) of residents earn less than 200 percent of the federal poverty threshold based on household size.

Information from the U.S. Census Bureau’s American Community Survey provides an estimate of the size of one area of interest: older adults and people with disabilities.

- **Disability Status**: 8% of County residents identify as having some form of Census-recognized disability.

- **Age**: 12% of County residents are older adults.

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<tr>
<td>Total civilian noninstitutionalized population</td>
<td>1,902,184</td>
<td>100%</td>
</tr>
<tr>
<td>With a disability; Total civilian noninstitutionalized</td>
<td>150,319</td>
<td>8%</td>
</tr>
<tr>
<td>population</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Age</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Population</td>
<td>1,911,226</td>
<td>100%</td>
</tr>
<tr>
<td>65 to 79 years old</td>
<td>176,334</td>
<td>9%</td>
</tr>
<tr>
<td>80 years old and older</td>
<td>63,631</td>
<td>3%</td>
</tr>
</tbody>
</table>

The Santa Clara County District Attorney’s Office for Victims of Crime directly interfaces with one area of interest for this study: non-risk criminal witnesses and victims of crime. Key findings from this population include:

- Of the clients whose race/ethnicity was recorded, more than half of clients (56%) identify as Hispanic/Latino and one-quarter (25%) identify as White;
- Women make up the vast majority of the Office’s clients (76%);
- More than half of clients are 25 to 59 years old (61%), 33% are under 25, and 7% of clients are over age 60;
Clients experience a wide range of types of victimization, including domestic/family violence, child sexual abuse/assault, adult physical assault, and adult sexual assault. The most common crime that clients have experienced is domestic/family violence (31%).

The Santa Clara County’s Custody Health Services administers inpatient and outpatient healthcare for patients who are either currently incarcerated or have been recently released from County jail. This population shares significant demographic overlap with one of the key populations of interest: individuals with serious mental illnesses and/or medical conditions being released from hospital, jail, or service programs. Key findings related to the demographic make-up of Custody Health Services clients include:

- Custody Health clients are ethnically diverse (39% identify as Hispanic/Latino, 30% as White, 12% as Black/African-American, and 7% as Asian).
- Custody Health clients are overwhelmingly young (34% 21-30 years old, 30% 31-40 years old, and 28% 41 to 60 years old).

Most of the Office of Reentry Services’ clientele are in at least one key population of interest to the study – primarily individuals with serious mental illnesses and/or medical conditions being released from hospital, jail, or service programs and/or adults on probation. There may also be overlap with another key population of interest: adults on probation. From the Office of Reentry Services’ datasets for the South County and San Jose Reentry Centers, we learned that:

- The vast majority of Office’s clients are 26 to 55 years old. Nine percent of clients for the Office’s San Jose site and eight percent of clients for the Gilroy site are over age 55;
- Reentry clients are mostly male (76% in San Jose, 68% in Gilroy);
- Reentry clients are ethnically diverse, but the majority of clients identify as Hispanic/Latino (66% in San Jose, 55% in South County);
- Majorities of clients at both reentry centers access the centers by non-driving modes (68% in San Jose, 53% in South County). Transit is the most common access mode at San Jose (51%), while driving is more common at South County (32%), correlating with less frequent transit options in Gilroy compared to San Jose;
- Most clients live in the same city as their respective reentry centers (72% in San Jose, 67% in South County).

The Santa Clara County Social Services Agency (SSA) provided demographic information related to two offices: Services for Survivors of Domestic Violence, Human Trafficking, and Workplace Crimes; and the Department of Aging and Senior Services’ (DAAS) Senior Nutrition Program.
The Services for Survivors of Domestic Violence, Human Trafficking, and Workplace Crimes office’s clientele closely aligns with one area of interest to this study: non-risk criminal witnesses and victims of crime.

- Their clientele is mostly female (84%);
- Clients’ primary spoken languages are about evenly split between English and Spanish, at 47% and 41%, respectively. Other spoken languages include Mandarin, Tagalog, and Vietnamese;
- Most clients of this office identify as Hispanic/Latino (57%);
- Four percent of clients are age 60 or older.

The Senior Nutrition Program provided information related to participants’ age, household income, race/ethnicity, primary language, and mode share used to reach the meal site. This cohort directly corresponds with one area of interest to the study: older adults and people with disabilities.

- The majority (79%) of Senior Nutrition Program participants are Asian-American;
- A majority (54%) of participants primarily speak English, followed by Chinese (19%), Vietnamese (13%), Spanish (7%), and Korean (6%);
- A majority (51%) of participants are between 70 and 79 years old and 30% are 80 to 89 years old;
- The entire program’s average drive-alone mode share is 33%. Local van/shuttle services and VTA’s ACCESS paratransit service are seldom used and account for no more than 5% of participants’ mode share at any meal site countywide;
- The transportation mode people use to get to senior centers/congregate meal sites varies considerably by site. Sites for which single occupant vehicles are the most common mode include senior centers in the City of Santa Clara (71% drive alone mode share), Almaden (60%), Camden (54%), and the City of Mountain View (51%). The least driving-oriented meal sites are in central, more urbanized areas of San Jose, such as the John XXIII Multipurpose Center (7% drive-alone mode share), Northside Community Center (11%), Roosevelt Community Center (15%), and Eastside Neighborhood Center (18%).

EXISTING TRANSPORTATION SERVICES

To determine mobility gaps faced by the populations of interest, the study identifies existing transportation resources in the community that are partially filling their mobility needs, including

- All participants in SSA’s Department of Aging & Adult Services are included in the key populations: older adults and people with disabilities.
- All youth in foster care are clients of SSA’s Department of Family & Children Services.
- Some Social Services Agency clients are also individuals with serious mental illnesses and/or medical conditions accessing County services; individuals with serious mental illnesses and/or medical conditions being released from hospital, jail, or service programs; non-risk criminal witnesses and victims of crime; and/or adults on probation.
services provided by Santa Clara Valley Transportation Authority (VTA) and other transportation options provided by a variety of County social services agencies and human services nonprofit organizations. The following chart provides a summary of transportation resources in SCC.

<table>
<thead>
<tr>
<th>Resource</th>
<th>Short Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed-Route Transit / ADA-mandated paratransit</td>
<td>Buses, trains, and ferries operated by public transit agencies that run on regular, pre-determined, pre-scheduled routes. Transit agencies provide ADA-mandated paratransit services to complement fixed route transit.</td>
</tr>
<tr>
<td>Community-Based Shuttles or Vans</td>
<td>Fixed route or deviated services offered outside of transit agencies that address specific trip needs in the community that are not adequately being met by existing public transportation service.</td>
</tr>
<tr>
<td>Private Transportation</td>
<td>Transportation provided by a private for-profit entity in the business of transporting people (ex: taxis, Uber/Lyft, non-emergency medical operators).</td>
</tr>
<tr>
<td>Subsidized Transit Pass Programs, Gas Cards, or Taxi/TNC Voucher Programs</td>
<td>Programs typically administered through a social service agency or human services nonprofit organization, that enable qualified people to purchase fares/vouchers for transportation services at a reduced rate.</td>
</tr>
<tr>
<td>Volunteer Driver Programs</td>
<td>Programs that provide one-way, round-trip, and multi-stop rides. Trips are often door-through-door. These programs are low-cost or free of charge.</td>
</tr>
<tr>
<td>Mobility Management &amp; Travel Training Services</td>
<td>Services cover a wide range of activities, such as travel training, coordinated services, trip planning, brokerage, and information and referral.</td>
</tr>
</tbody>
</table>

**Santa Clara Valley Transportation Authority (VTA)**

- Key public agency responsible for provision of transit in Santa Clara County;
- Serves both locally-oriented and regional transportation needs;
- Operates 79 fixed-route bus lines and three light rail lines the County;
- Fixed-route transit serves about 117,000 riders on a typical weekday;
- Offers riders discounted transit passes and fares to older adults, people with disabilities, and youth ages 5 to 18.

The populations of interest to this study may have unique barriers to riding VTA’s public transit for some or all of their travel needs. Three VTA programs that currently serve transportation disenfranchised populations in the County are:

- **VTA Access (ADA paratransit service):** ADA paratransit service which acts as a ‘safety net’ for people with disabilities who are unable to independently use fixed-route transit services in some or all situations. Demographic information of riders is kept confidential. The service has over 11,000 registered riders, of whom about 7,000 are active riders who take at least one trip per year. The program serves about 530,000 trips per year.

- **Daycations Program:** Travel training and group excursions service for seniors (ages 65+) that operates out of senior communities in Santa Clara County. It is intended to familiarize seniors with the VTA system and with accessing regional destinations independently. In the 2018 fiscal year, the program served 169 participants.

- **Youth Outreach Program:** Travel training service provided to public school students in Santa Clara County. The program is divided into two elements: (1) Class Presentation to
instruct students about how to use VTA’s fixed-route service; and, (2) Class Pass program to allow teachers in grades K-12 to take their students on field trips using VTA buses and light rail for free. The Class Presentation program reached 3,697 students in the 2018 fiscal year. The Class Pass program served 56,334 students in 2018.

In addition to the transportation services offered by VTA, other relevant transportation programs are provided by County social services agencies, municipalities, non-profit human services transportation providers, other non-profit institutions (e.g. TMA’s, universities), and for-profit transportation providers. These services and the key populations they serve are summarized below:

- City-based paratransit (door-to-door): older adults and people with disabilities
- Accessible fixed-route shuttle: all six key populations
- Specialized accessible van: all six key populations
- Volunteer driver programs: older adults and people with disabilities
- Mobility management and travel training: older adults and people with disabilities
- Group trips and excursions: older adults and people with disabilities
- Ride-hail/TNC: all except adults on probation
- Taxi vouchers: all six key populations
- Meal delivery and senior nutrition: older adults and people with disabilities
- Non-emergency medical transportation: all except adults on probation
- Subsidized transit passes: all six key populations
- Gas cards: all six key populations

**SUMMARY OF TRANSPORTATION GAPS**

The project team identified a range of unmet transportation needs, as well as mobility challenges accessing existing transportation services for the communities of interest. These transportation needs and challenges were identified through review of comparable agencies and jurisdictions, stakeholder engagement, and extensive community engagement work.

**Community and Stakeholder Engagement Methods**

- Twelve stakeholder interviews with 17 stakeholders with expertise working with the key populations;
- Seven focus groups with members of all six key populations; and
- 734 community surveys\(^3\) were completed online and via paper in English, Spanish, Chinese, and Vietnamese.

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\(^3\) A total of 795 surveys were collected, but 61 surveys were excluded from analysis because respondents either reported living outside of Santa Clara County or were not part of any of the six key populations.
What’s Working?

Half of all survey respondents and at least two out of five survey respondents in each key population reported that the County agencies/programs with which they interact had helped them navigate transportation options.

Many focus group participants shared that the County, and especially San Jose, has good public transportation options that they can use to get where they need to go (with appropriate planning).

Stakeholders who were interviewed expressed appreciation for the transportation services and supports that are currently available to clients, patients, and community members. They also reported that the available services and supports are often provided inconsistently and without a clear system because they are such limited resources compared to the level of need.

Top Transportation Challenges

Half of survey respondents identified the cost of transportation as one of their top three transportation challenges. The distance between one’s home and public transit stop or hub (the “first mile” dilemma) and the distance between one’s destination and the nearest transportation stop (the “last mile” dilemma) were the next most commonly identified transportation challenges.

One in five survey respondents identified each of the following in their top three challenges: not being able to make same-day transportation plans, traveling outside of Santa Clara County, and physical inaccessibility of a vehicle/mode.

Between 13% and 16% of respondents identified these as their top challenges: language barriers, making evening trips, making weekend trips, making early morning trips, and physical barriers near one’s destination or starting point.

Different Transportation Challenges Experienced by Each Key Population

Cost and first/last mile challenges were the most commonly identified transportation challenges for all six key populations included in this assessment. The next most commonly identified transportation challenges varied for different populations.

- One out of four survey respondents who were youth in foster care identified making early morning trips, making weekend trips, and physical barriers near their starting or destination point among their top transportation challenges.

- Approximately one out of five survey respondents who were individuals with serious mental illnesses and/or medical conditions accessing County services; clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs; and/or older adults and people with disabilities identified that their inability to make same-day transportation plans, needing to travel outside of Santa Clara County, or physical inaccessibility of vehicles among their top transportation challenges.

- One out of five survey respondents who were non-risk criminal witnesses and victims of crime identified making evening trips, physical barriers near their starting or destination point, or needing to travel outside of Santa Clara County among their top transportation challenges.
The next most commonly identified top transportation challenge identified by survey respondents who were adults on probation were their inability to make same-day transportation plans (identified as a top challenge by 27% of survey respondents on probation), physical inaccessibility of vehicles (identified by 18%), and/or physical barriers near their starting or destination point (also identified by 18%).

Impact of Challenges

**Ability to get to key destinations:** Between 13% and 26% of respondents in each population reported not being able to get where they need to go;

**Hard-to-reach destinations:** Survey respondents identified the five places that are most difficult for them to get to, including a clinic/hospital; a community, senior, or family resource center; other government facilities/offices; counseling, therapy, or substance use treatment; and, their workplace.

**Effectiveness of transportation services at meeting County goals:** 5% of all respondents reported that, in the past year, they have nearly always missed appointments because of transportation challenges and another 23% reported this happened occasionally. Supporting expanded (and targeted) transportation services could reduce cost of missed appointments while also supporting some of the County’s programmatic goals (e.g., reducing recidivism for adults on probation, increasing family reunification for children and youth in foster care, increasing medication adherence for people with serious mental illness.

**RECOMMENDED STRATEGIES TO ADDRESS GAPS**

The following summary table outlines recommended strategies to help address identified transportation challenges or gaps. The strategies cover a broad and interconnected range of actions to improve mobility in a variety of ways for the study’s key populations. The recommended strategies are numbered and classified as either “Tier I” or “Tier II.”

- **Tier I strategies** are those which provide a high transportation benefit, have good community support (as indicated by the community engagement process of this study), leverage existing agency programs or resources, and can be implemented in stages or have a lower total cost, making them more likely to be successfully implemented.

- **Tier II strategies** may rank high in one or more categories, but may serve relatively few people, be prohibitively expensive under current fiscal conditions, or may be more challenging to implement.

<table>
<thead>
<tr>
<th>Tier</th>
<th>Strategy #</th>
<th>Strategy Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1</td>
<td>Work with MTC to designate the County as (or identify a contractor to be designated as) a Consolidated Transportation Service Agency (CTSA).</td>
</tr>
<tr>
<td>I</td>
<td>2</td>
<td>Create a Mobility Manager position to oversee countywide transportation services and programs.</td>
</tr>
<tr>
<td>I</td>
<td>3</td>
<td>Quantify the financial impacts (i.e. potential revenue loss) of removing VTA’s transfer fare for cash-paying customers. Free transfers are only available for customers who pay with Clipper.</td>
</tr>
<tr>
<td>Tier</td>
<td>Strategy #</td>
<td>Strategy Description</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>II</td>
<td>4</td>
<td>Work with MTC to offer low-income fare subsidies on VTA fixed-route services</td>
</tr>
<tr>
<td>II</td>
<td>5</td>
<td>Consider subsidies for VTA’s same-day paratransit option (for riders eligible for Access)</td>
</tr>
<tr>
<td>II</td>
<td>6</td>
<td>Expand the UPLIFT transit pass program – to low-income seniors, people with disabilities, etc. – to a broader range of community organizations. (e.g. senior nutrition centers, libraries). Currently, only very-low-income clients who are either homeless or at risk of homelessness and receiving assistance from nonprofits approved through County HMIS may qualify for UPLIFT</td>
</tr>
<tr>
<td>I</td>
<td>7/8</td>
<td>Ensure VTA website/materials are easily comprehensible and user-friendly to limited English speakers. Ensure that all transportation options have digital and auditory announcements of stops and routes, and that these announcements are consistently turned on.</td>
</tr>
<tr>
<td>II</td>
<td>9</td>
<td>Consider VTA partnerships with ride-hailing companies for lowest-density or hard-to-serve areas.</td>
</tr>
<tr>
<td>II</td>
<td>10</td>
<td>Ensure clients at Elmwood Correctional Facility have transportation provided to County Superior Court and other agencies for services.</td>
</tr>
<tr>
<td>II</td>
<td>11</td>
<td>Consider expanding the availability of taxi vouchers and transit passes through HHS and Criminal Justice programs</td>
</tr>
<tr>
<td>I</td>
<td>13</td>
<td>Supplement Medi-Cal taxi options with Uber/Lyft, GoGo Grandparent, or Silver Ride (in accessible vehicles)</td>
</tr>
<tr>
<td>II</td>
<td>14</td>
<td>Offer interim paratransit eligibility to people with serious medical conditions (e.g. Redi-Wheels emergency eligibility in San Mateo County)</td>
</tr>
<tr>
<td>I</td>
<td>15</td>
<td>Establish hospital discharge program that assists with paratransit application and ride (a specialized travel training program for hospital discharges)</td>
</tr>
<tr>
<td>I</td>
<td>16</td>
<td>Offer cash value on Clipper Card to ensure seamless regional transit access, instead of transit passes limited to a single agency</td>
</tr>
<tr>
<td>I</td>
<td>17</td>
<td>Develop training materials for caseworkers, correctional rehabilitation officers about transportation programs available to their clients (e.g. transit passes, ADA paratransit, TNC subsidies, etc.)</td>
</tr>
<tr>
<td>II</td>
<td>18</td>
<td>Client awareness campaign – marketing of new and existing transportation programs they can access</td>
</tr>
<tr>
<td>I</td>
<td>19</td>
<td>Provide transportation assistance (e.g. transit passes, gas cards) to verified low-income family members for key populations</td>
</tr>
<tr>
<td>I</td>
<td>20</td>
<td>Establish volunteer driver program that offers mileage reimbursement for drivers</td>
</tr>
<tr>
<td>II</td>
<td>21</td>
<td>Set up “Wheels to Work” program for automotive loans, insurance, and/or repairs (preferable if zero-emissions, due to statewide GHG goals)</td>
</tr>
<tr>
<td>I</td>
<td>22</td>
<td>Evaluate viability of car share programs designed for low-income communities</td>
</tr>
<tr>
<td>II</td>
<td>23</td>
<td>Expand bike share programs designed for low-income people – e.g. Bay Wheels, with options for e-bikes or adaptive bikes</td>
</tr>
<tr>
<td>II</td>
<td>24</td>
<td>Expand funding for taxi vouchers, TNC rides, UPLIFT transit passes to organizations serving victims of crime while under case management</td>
</tr>
<tr>
<td>II</td>
<td>25</td>
<td>Ensure greater transparency between transportation providers and clients about their driver training programs, and how to report issues</td>
</tr>
</tbody>
</table>
## Implementation Plan

The full report includes detailed analyses for each of the strategies. Each solution is further qualified in terms of the roles and responsibilities of the strategy’s stakeholders, key performance indicators, potential sources of funding, likelihood of implementation during short-term to long-term horizons, relative cost estimates of implementation, and the relative complexity of staffing, training, and technology improvements needed.
2 EXISTING CONDITIONS

Santa Clara County (SCC) has initiated the “Santa Clara County Transportation Needs Assessment” study (“the study”) to determine the transportation needs of six vulnerable populations in the County, and to develop a comprehensive plan to implement strategies to address those transportation needs. The County has hired the Nelson\Nygaard/Raimi + Associates consulting team to develop this plan with a scheduled study completion date of early 2020. This report presents the team’s efforts to date and provides a context for the development of mobility strategies that were initiated in the Fall 2019.

BACKGROUND

Santa Clara County has recently experienced the highest population growth of the nine Bay Area counties, increasing by 200% between 1960 and 2016.\(^4\) Currently 25% of all Bay Area residents reside in Santa Clara County, compared to 18% in 1960. The County is also a key part of the Bay Area’s growth in economy, particularly high-technology industries as the epicenter of “Silicon Valley”. The past several decades of economic growth have created professional, educational, and healthcare opportunities for residents. The County is home to two of the nation’s leading research universities, Stanford and Santa Clara, as well as Stanford University’s Medical Center, one of the country’s top-ranked hospitals. Several of America’s most valuable publicly traded corporations – such as Apple, Google, Cisco Systems, Intel, Netflix, and Nvidia – are headquartered in the County. Thanks to these favorable economic conditions, Santa Clara County has become the 11\(^{th}\) wealthiest County, by median household income, in the nation as of 2017.\(^5\) However, the County’s prosperity is not evenly distributed, as this population and employment growth has also created wide class and income divides in the County. These socioeconomic divides manifest through wide variations in access to affordable transportation within the County for particular communities. Notably, people with low incomes, people of color, recently incarcerated people, older adults, and people with disabilities often face significant barriers to transportation access and mobility that other demographic groups do not.


The consultant team has worked in partnership with County staff from numerous departments and numerous community agencies and institutions to gain a comprehensive understanding of the transportation challenges faced by six vulnerable client populations in the County. The six vulnerable populations in this transportation needs assessment include:

- Youth engaged in services through the Foster Care System;
- Individuals with serious mental illnesses and/or medical conditions who are accessing services through a variety of County Departments, including those who require transportation to appointments or to pick-up/refill medicine prescriptions;
- Clients with serious medical and/or mental health conditions who are being released from the County jail, County hospital, or community-based service programs;
- Disabled adults and older adults who need assistance with transportation in meeting daily needs such as attending doctor appointments or visiting nutrition sites;
- Non-risk criminal witnesses and victims of crime requiring transportation to and from court appearances, criminal case meetings, medical appointments, job interviews, housing appointments, counseling and therapy appointments, shelters, and other community services; and
- Adults who are on legal probation and need assistance with transportation to comply with Court-ordered requirements. This may include transportation to and from meetings with probation, court appearances, community service, counseling, drug testing and/or employment.

The consultant team conducted extensive qualitative and quantitative activities to document and analyze the transportation needs of these populations. This report first paints a detailed picture of the specific population characteristics, then describes what relevant transportation resources are currently and potentially available to meet these groups’ mobility needs, and then documents the full range of activities adopted in the public outreach effort to determine the needs from the users’ and their advocates’ perspectives. The key findings from these outreach efforts are presented in narrative form in the body of this report, and in tabular and graphic form in the Appendix. Finally, the report presents an overview of the mobility gaps that have been identified based on the analysis in all the previous efforts. The specific sections of this report are laid out as follows:

- Demographic Profile of Populations of Interest
- Existing Transportation Services: VTA and other Transportation Resources Available to Target Populations
- Summary and Analysis of Community and Stakeholder Engagement
- Conclusion – Summary of Transportation Gaps

**DEMOGRAPHIC PROFILE**

This section consists of a Demographic Profile of the previously mentioned population groups, including:

- Older adults;
- People with disabilities;
- Individuals with serious mental illnesses and/or medical conditions being released from hospital, jail, or service programs;
• Non-risk criminal witnesses and victims of crime;
• Adults on probation; and
• Youth in foster care.

Understanding the demographic characteristics of Santa Clara County’s communities, and specifically this study’s populations of interest, is important to evaluating their travel behavior and transportation needs. Several demographic indicators are of particular interest to the Transportation Needs Assessment, including primary spoken language, age, disability status, and household income. The Demographic Profile begins with a summary of countywide statistics and then explores datasets for populations of interest the Project Team received from Santa Clara County’s District Attorney’s Office, Custody Health Services, and the Social Services Agency.

**Countywide Demographic Indicators**

This Demographic Profile begins with a review of countywide demographic indicators sourced from the U.S. Census Bureau. The four indicators reviewed include primary language spoken at home, age, disability status, and household income. These indicators help identify two of the six key populations of interest: older adults (age) and people with disabilities (disability status).

**Primary Language**

Residents with limited English proficiency may have more difficulty accessing the transportation services available to them than residents who speak English very well. A significant portion – nearly 21 percent – of County residents can be categorized as having limited English proficiency (see Figure 2-1). That is to say, they speak a language other than English at home and speak English less than “very well.” About half of this group (11 percent of the total County population) speaks a language belonging to the Asian/Pacific Islander language category used by the Census (e.g. Chinese, Vietnamese, Tagalog, etc.) and speaks English less than “very well,” as shown in Figure 2-2.
## Figure 2-1  Language Spoken at Home, Countywide

<table>
<thead>
<tr>
<th>Language Spoken At Home</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population 5 Years and over</td>
<td>1,791,341</td>
<td>100.0%</td>
</tr>
<tr>
<td>Speak Only English or Speak English &quot;Very Well&quot;</td>
<td>1,420,330</td>
<td>79.3%</td>
</tr>
<tr>
<td>Speak English Less than &quot;Very Well&quot;</td>
<td>371,011</td>
<td>20.7%</td>
</tr>
<tr>
<td>Speak a Language Other than English</td>
<td>939,375</td>
<td>52.4%</td>
</tr>
<tr>
<td>Speak Only English or Speak English &quot;Very Well&quot;</td>
<td>568,364</td>
<td>31.7%</td>
</tr>
<tr>
<td>Speak English Less than &quot;Very Well&quot;</td>
<td>371,011</td>
<td>20.7%</td>
</tr>
<tr>
<td>Speak Spanish</td>
<td>324,909</td>
<td>18.1%</td>
</tr>
<tr>
<td>Speak Only English or Speak English &quot;Very Well&quot;</td>
<td>128,699</td>
<td>7.2%</td>
</tr>
<tr>
<td>Speak English Less than &quot;Very Well&quot;</td>
<td>71,469</td>
<td>4.0%</td>
</tr>
<tr>
<td>Speak Other Indo-European Languages</td>
<td>159,015</td>
<td>8.9%</td>
</tr>
<tr>
<td>Speak Only English or Speak English &quot;Very Well&quot;</td>
<td>124,242</td>
<td>6.9%</td>
</tr>
<tr>
<td>Speak English Less than &quot;Very Well&quot;</td>
<td>34,773</td>
<td>1.9%</td>
</tr>
<tr>
<td>Speak Asian and Pacific Island Languages</td>
<td>431,298</td>
<td>24.1%</td>
</tr>
<tr>
<td>Speak Only English or Speak English &quot;Very Well&quot;</td>
<td>229,893</td>
<td>12.8%</td>
</tr>
<tr>
<td>Speak English Less than &quot;Very Well&quot;</td>
<td>201,405</td>
<td>11.2%</td>
</tr>
</tbody>
</table>

Source: American Community Survey 5-Year Estimates, 2013-2017, Table S1601
Figure 2-2 Language Spoken at Home

- 48% Speak Only English
- 52% Speak a Language Other than English
- 32% Speak English "Very Well"
- 21% Speak English Less than "Very Well"

- 79% Speak Only English or Speak English "Very Well"
- 21% Speak English Less than "Very Well"
- 11% Limited English Proficiency: Spanish
- 7% Limited English Proficiency: Other Indo-European Languages
- 2% Limited English Proficiency: Asian and Pacific Languages
- 2% Limited English Proficiency: Other Languages

Source: American Community Survey 5-Year Estimates, 2013-2017, Table S1601
Annual Household Income

Household income is a valuable indicator to identify communities that may need transportation assistance, due in part to lower rates of private vehicle ownership among low-income communities. Low-income households also are more likely than others to be transit-dependent. Because of the spatial mismatch between high-frequency transit corridors and employment centers in Santa Clara County, low-income people without access to private vehicles face significant barriers to accessing jobs and other vital services. Additionally, many means-based programs that offer transportation assistance, such as shuttle services, gas cards, or subsidized transit passes, use household income to verify program participants’ eligibility. While Santa Clara County is a relatively affluent place compared to the U.S. average household income distribution—with more than half (53%) of households earning over $100,000 annually (see Figure 2-3), compared to just 26% of households nationally—there are substantial communities of residents who may qualify under various definitions of financial need. About 18.9 percent of residents earn less than $40,000 per year (see Figure 2-3), and a similar share (about 19 percent) of residents earn less than 200 percent of the federal poverty threshold based on household size (see Figure 2-4). This share is slightly below the Bay Area’s average of about 20 percent.

Figure 2-3 Annual Household Income, Countywide

<table>
<thead>
<tr>
<th>Household Income</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total households</td>
<td>630,451</td>
<td>100.0%</td>
</tr>
<tr>
<td>Under $20k</td>
<td>55,360</td>
<td>8.8%</td>
</tr>
<tr>
<td>$20k - $29k</td>
<td>31,344</td>
<td>5.0%</td>
</tr>
<tr>
<td>$30k - $39k</td>
<td>32,341</td>
<td>5.1%</td>
</tr>
<tr>
<td>$40k - $59k</td>
<td>62,006</td>
<td>9.8%</td>
</tr>
<tr>
<td>$60k - $99k</td>
<td>112,674</td>
<td>17.9%</td>
</tr>
<tr>
<td>$100k or more</td>
<td>336,726</td>
<td>53.4%</td>
</tr>
</tbody>
</table>

Source: American Community Survey 5-Year Estimates, 2013-2017, Table B19001

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8 According to a recent study by SPUR, 77% of Bay Area jobs are in locations that are not transit-accessible (within ½ mile of frequent transit service), and in Santa Clara County this problem is particularly pronounced. See Figure 3 of SPUR. 2012. “The Urban Future of Work.” [https://www.spur.org/sites/default/files/publications_pdfs/SPUR_The_Urban_Future_of_Work_SPREADS.pdf](https://www.spur.org/sites/default/files/publications_pdfs/SPUR_The_Urban_Future_of_Work_SPREADS.pdf).

Disability Status

People with disabilities are one of the core populations of interest to the Transportation Needs Assessment. Two other populations of interest – individuals with serious mental illnesses and/or medical conditions, and individuals with serious mental illnesses and/or mental health conditions being released from hospital, jail, or service programs – share significant overlap with the general population with disabilities. Many people with disabilities are unable to drive and face significant challenges using fixed-route transit, and these transportation barriers can make it difficult for them to access jobs and services, and fulfill daily needs. People with disabilities have several primary transportation options that comply with the Americans with Disabilities Act (ADA). In Santa Clara County, people with physical, cognitive, or visual disabilities who are unable to ride fixed-route transit are eligible for paratransit service provided by VTA Access (formerly provided by Outreach & Escort Services). Additionally, the cities of Mountain View and Palo Alto operate ADA-accessible shuttle services to local transit hubs, shopping centers, and social services destinations. Numerous other human services transportation providers also offer specialized accessible transportation for people with disabilities. About eight percent of County residents identify as having some form of Census-recognized disability (see Figure 2-5). 10 The most common types of disabilities include ambulatory (four percent of County residents), independent

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10 Details of how the Census collects this data are provided here: https://www.census.gov/topics/health/disability/guidance/data-collection-acs.html
living (3.4 percent),\textsuperscript{11} cognitive (3 percent),\textsuperscript{12} hearing (2.3 percent), self-care (1.9 percent), and vision (1.4 percent). Because some people may have multiple forms of disability, these figures do not cumulatively total the eight percent of residents with disabilities.

\textbf{Figure 2-5 Disability Status, Countywide}

<table>
<thead>
<tr>
<th>Disability Status</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total civilian noninstitutionalized population</td>
<td>1,902,184</td>
<td>100.0%</td>
</tr>
<tr>
<td>With a disability; Total civilian noninstitutionalized population</td>
<td>150,319</td>
<td>7.9%</td>
</tr>
<tr>
<td>Cognitive difficulty</td>
<td>57,029</td>
<td>3.0%</td>
</tr>
<tr>
<td>Ambulatory difficulty</td>
<td>76,562</td>
<td>4.0%</td>
</tr>
<tr>
<td>Self-care difficulty</td>
<td>35,490</td>
<td>1.9%</td>
</tr>
<tr>
<td>Independent living difficulty</td>
<td>64,256</td>
<td>3.4%</td>
</tr>
<tr>
<td>Vision difficulty</td>
<td>27,076</td>
<td>1.4%</td>
</tr>
<tr>
<td>Hearing difficulty</td>
<td>44,272</td>
<td>2.3%</td>
</tr>
</tbody>
</table>

Source: American Community Survey 5-Year Estimates, 2013-2017, Table S1810

\textsuperscript{11} The Census defines independent living difficulty as follows: “Because of a physical, mental, or emotional problem, having difficulty doing errands alone such as visiting a doctor’s office or shopping.” This definition may describe some, but not all, of “individuals with serious mental illnesses and/or medical conditions” of interest to the Transportation Needs Assessment.

\textsuperscript{12} The Census defines cognitive difficulty as follows: “Because of a physical, mental, or emotional problem, having difficulty remembering, concentrating, or making decisions (DREM).” This definition may describe some, but not all, of “individuals with serious mental illnesses and/or medical conditions” of interest to the Transportation Needs Assessment.
Age

Older adults (ages 65 and older) are one of the key populations of interest to the Transportation Needs Assessment. About 12 percent of County residents are older adults (see Figure 2-6). Due in part to the increasing life expectancy of County residents (see Figure 2-7) – 83 years, up from 78 in 1990 – older adults’ share of the County’s population is expected to increase in the coming years. The State of California’s Department of Finance anticipates the older adult cohort’s population to increase by a rate of 4% per year through 2026, with the fastest rate of increase among people 75 to 84 years old (see Figure 2-8). This population growth means that County stakeholders will need to place increasing attention and resources to meet the transportation needs of this group.

Figure 2-6  Age Distribution, Countywide

<table>
<thead>
<tr>
<th>Age</th>
<th>Number</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population</td>
<td>1,911,226</td>
<td>100%</td>
</tr>
<tr>
<td>Under 5 years old</td>
<td>119,885</td>
<td>6%</td>
</tr>
<tr>
<td>5 to 17 years old</td>
<td>315,131</td>
<td>16%</td>
</tr>
<tr>
<td>18 to 29 years old</td>
<td>312,632</td>
<td>16%</td>
</tr>
<tr>
<td>30 to 64 years old</td>
<td>923,613</td>
<td>48%</td>
</tr>
<tr>
<td>65 to 79 years old</td>
<td>176,334</td>
<td>9%</td>
</tr>
<tr>
<td>80 years old +</td>
<td>63,631</td>
<td>3%</td>
</tr>
</tbody>
</table>

Source: American Community Survey 5-Year Estimates, 2013-2017, Table S0101

Figure 2-7   Santa Clara County Life Expectancy, 1990-2016

Source: MTC Vital Signs, 2016
The following section reviews demographic information received from three County stakeholders: the District Attorney’s Office, Custody Health Services, and the Social Services Agency.

**District Attorney’s Office for Victims of Crime**

The Santa Clara County District Attorney’s Office for Victims of Crime directly interfaces with one of the study’s key populations of interest: non-risk criminal witnesses and victims of crime. Understanding the demographics of this group may be helpful in evaluating their unique transportation challenges and needs. Key findings from this population include:

- This community is ethnically diverse, with 56 percent of clients identifying as Hispanic/Latino, 25 percent as White, 11 percent as Asian, and six percent as Black/African-American as of 2018 (see Figure 2-9). Note that these figures refer only to clients for whom race/ethnicity was reported. This information was not collected from 35 percent of total clients.

- Women are more likely to be victims of crime than men, and this trend is evident in the gender distribution of the Office’s clients. In the fourth quarter of 2018, more than three-quarters of the Office’s clients were women (76 percent), while 24 percent were men (see Figure 2-10). Gender was not reported for eight percent of total clients.

- There is little overlap between the District Attorney’s Office’s clients and the cohort of older adults reviewed above, with seven percent of clients over age 60 in the third quarter of 2018 (see Figure 2-11). A majority of clients (61 percent) were between 25 and 59 years old, while 33 percent were 24 years old or younger. Age data was not collected from 19 percent of clients.
Clients experience a wide range of types of victimization. The most common types of victimization include domestic/family violence (31 percent of clients), child sexual abuse/assault (19 percent), adult physical assault (17 percent), and adult sexual assault (eight percent), as shown in Figure 2-12. All other types of victimization comprise less than one-third of client cases. About one percent of victims suffer from more than one type of victimization concurrently.

Figure 2-9 Office for Victims of Crime - Race/Ethnicity

Source: Santa Clara County District Attorney’s Office (data was not available for all quarters)
Figure 2-10  Office for Victims of Crime - Gender

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Male</th>
<th>Female</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q4 2015</td>
<td>36%</td>
<td>64%</td>
</tr>
<tr>
<td>Q1 2016</td>
<td>29%</td>
<td>71%</td>
</tr>
<tr>
<td>Q2 2016</td>
<td>22%</td>
<td>78%</td>
</tr>
<tr>
<td>Q3 2016</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Q4 2016</td>
<td>24%</td>
<td>76%</td>
</tr>
<tr>
<td>Q1 2017</td>
<td>24%</td>
<td>76%</td>
</tr>
<tr>
<td>Q2 2017</td>
<td>25%</td>
<td>75%</td>
</tr>
<tr>
<td>Q3 2017</td>
<td>29%</td>
<td>71%</td>
</tr>
<tr>
<td>Q4 2017</td>
<td>32%</td>
<td>68%</td>
</tr>
</tbody>
</table>

Source: Santa Clara County District Attorney’s Office

Figure 2-11  Office for Victims of Crime - Age

<table>
<thead>
<tr>
<th>Quarter</th>
<th>0 to 12</th>
<th>13 to 17</th>
<th>18 to 24</th>
<th>25 to 59</th>
<th>60 or older</th>
</tr>
</thead>
<tbody>
<tr>
<td>Q4 2018</td>
<td>8%</td>
<td>10%</td>
<td>15%</td>
<td>61%</td>
<td>7%</td>
</tr>
<tr>
<td>Q3 2018</td>
<td>10%</td>
<td>11%</td>
<td>13%</td>
<td>58%</td>
<td>7%</td>
</tr>
<tr>
<td>Q2 2018</td>
<td>7%</td>
<td>8%</td>
<td>15%</td>
<td>63%</td>
<td>7%</td>
</tr>
<tr>
<td>Q1 2018</td>
<td>5%</td>
<td>11%</td>
<td>16%</td>
<td>60%</td>
<td>8%</td>
</tr>
<tr>
<td>Q4 2017</td>
<td>3%</td>
<td>9%</td>
<td>20%</td>
<td>59%</td>
<td>9%</td>
</tr>
</tbody>
</table>

Source: Santa Clara County District Attorney’s Office
**Figure 2-12  Office for Victims of Crime - Types of Victimization**

<table>
<thead>
<tr>
<th>Types of Victimization</th>
<th>Q4 2017</th>
<th></th>
<th>Q1 2018</th>
<th></th>
<th>Q2 2018</th>
<th></th>
<th>Q3 2018</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Incidents</td>
<td>Percent</td>
<td>Incidents</td>
<td>Percent</td>
<td>Incidents</td>
<td>Percent</td>
<td>Incidents</td>
<td>Percent</td>
</tr>
<tr>
<td>Adult Physical Assault (includes Aggravated and Simple Assault)</td>
<td>301</td>
<td>11%</td>
<td>243</td>
<td>12%</td>
<td>243</td>
<td>10%</td>
<td>341</td>
<td>17%</td>
</tr>
<tr>
<td>Adult Sexual Assault</td>
<td>220</td>
<td>8%</td>
<td>142</td>
<td>7%</td>
<td>168</td>
<td>7%</td>
<td>167</td>
<td>8%</td>
</tr>
<tr>
<td>Adults Sexually Abused/Assaulted as Children</td>
<td>57</td>
<td>2%</td>
<td>36</td>
<td>2%</td>
<td>53</td>
<td>2%</td>
<td>47</td>
<td>2%</td>
</tr>
<tr>
<td>Arson</td>
<td>1</td>
<td>0%</td>
<td>2</td>
<td>0%</td>
<td>3</td>
<td>0%</td>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>Bullying (Verbal, Cyber, or Physical)</td>
<td>1</td>
<td>0%</td>
<td>1</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>Burglary</td>
<td>31</td>
<td>1%</td>
<td>27</td>
<td>1%</td>
<td>27</td>
<td>1%</td>
<td>37</td>
<td>2%</td>
</tr>
<tr>
<td>Child Physical Abuse or Neglect</td>
<td>28</td>
<td>1%</td>
<td>21</td>
<td>1%</td>
<td>30</td>
<td>1%</td>
<td>22</td>
<td>1%</td>
</tr>
<tr>
<td>Child Pornography</td>
<td>1</td>
<td>0%</td>
<td>9</td>
<td>0%</td>
<td>4</td>
<td>0%</td>
<td>9</td>
<td>0%</td>
</tr>
<tr>
<td>Child Sexual Abuse/Assault</td>
<td>481</td>
<td>18%</td>
<td>445</td>
<td>22%</td>
<td>513</td>
<td>21%</td>
<td>387</td>
<td>19%</td>
</tr>
<tr>
<td>Domestic/Family Violence</td>
<td>967</td>
<td>37%</td>
<td>647</td>
<td>32%</td>
<td>907</td>
<td>37%</td>
<td>647</td>
<td>31%</td>
</tr>
<tr>
<td>DUI Incidents</td>
<td>33</td>
<td>1%</td>
<td>17</td>
<td>1%</td>
<td>26</td>
<td>1%</td>
<td>10</td>
<td>0%</td>
</tr>
<tr>
<td>Elder Abuse or Neglect</td>
<td>37</td>
<td>1%</td>
<td>22</td>
<td>1%</td>
<td>22</td>
<td>1%</td>
<td>16</td>
<td>1%</td>
</tr>
<tr>
<td>Hate Crime</td>
<td>3</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Human Trafficking: Labor</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Human Trafficking: Sex</td>
<td>5</td>
<td>0%</td>
<td>1</td>
<td>0%</td>
<td>2</td>
<td>0%</td>
<td>1</td>
<td>0%</td>
</tr>
<tr>
<td>Identity Theft/Fraud/Financial Crime</td>
<td>7</td>
<td>0%</td>
<td>11</td>
<td>1%</td>
<td>5</td>
<td>0%</td>
<td>11</td>
<td>1%</td>
</tr>
<tr>
<td>Kidnapping (non-custodial)</td>
<td>4</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>3</td>
<td>0%</td>
</tr>
<tr>
<td>Kidnapping (custodial)</td>
<td>8</td>
<td>0%</td>
<td>1</td>
<td>0%</td>
<td>2</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Mass Violence</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Other Vehicular Victimization (e.g. hit and run)</td>
<td>126</td>
<td>5%</td>
<td>39</td>
<td>2%</td>
<td>31</td>
<td>1%</td>
<td>26</td>
<td>1%</td>
</tr>
<tr>
<td>Robbery</td>
<td>47</td>
<td>2%</td>
<td>52</td>
<td>3%</td>
<td>46</td>
<td>2%</td>
<td>45</td>
<td>2%</td>
</tr>
<tr>
<td>Stalking/Harassment</td>
<td>55</td>
<td>2%</td>
<td>65</td>
<td>3%</td>
<td>74</td>
<td>3%</td>
<td>20</td>
<td>1%</td>
</tr>
<tr>
<td>Survivors of Homicide Victims</td>
<td>190</td>
<td>7%</td>
<td>132</td>
<td>7%</td>
<td>168</td>
<td>7%</td>
<td>121</td>
<td>6%</td>
</tr>
<tr>
<td>Teen Dating Victimization</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Terrorism (Domestic/International)</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
<td>0</td>
<td>0%</td>
</tr>
<tr>
<td>Other Vehicular Victimization (e.g. hit and run)</td>
<td>30</td>
<td>1%</td>
<td>107</td>
<td>5%</td>
<td>132</td>
<td>5%</td>
<td>152</td>
<td>7%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>2,633</td>
<td>100%</td>
<td>2,020</td>
<td>100%</td>
<td>2,456</td>
<td>100%</td>
<td>2,064</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Individuals with more than one victimization type</strong></td>
<td>79</td>
<td>3%</td>
<td>36</td>
<td>2%</td>
<td>38</td>
<td>2%</td>
<td>29</td>
<td>1%</td>
</tr>
</tbody>
</table>

*Source: Santa Clara County District Attorney’s Office*
Custody Health Services

The Santa Clara County Department of Corrections' Custody Health Services administers inpatient healthcare for patients who are currently incarcerated or are being released from County jail. This population shares significant demographic overlap with one of the key populations of interest to the Transportation Needs Assessment, “Clients with serious medical and/or mental health conditions being released from hospital, jail, or service programs.” Custody Health Services provided the Project Team with datasets related to the race/ethnicity, primary language, and age of their clients. Key findings related to the demographic make-up of the Custody Health Services clients include:

- Custody Health clients are ethnically diverse. The largest share identifies as Hispanic/Latino (39 percent), while 30 percent identify as White, 12 percent as Black/African-American, and seven percent as Asian (see Figure 2-13).
- Custody Health clients are overwhelmingly young, with over one third (34 percent) under 30, and 64 percent under 40 (see Figure 2-14). There is virtually no overlap between this cohort and the cohort of older adults (65+) reviewed above, as just three percent of clients are age 61 or older.

![Figure 2-13 Custody Health Admissions - Race/Ethnicity](source: Santa Clara County Custody Health Services)
Office of Reentry Services

Since the passage of AB 109 in 2011, many non-serious, non-violent, and non-sex offenders have been reassigned from State prisons to local jails. Santa Clara County’s Reentry Program is intended to comply with the provisions of AB109’s realignment, a key provision of which requires counties and municipalities to identify comprehensive re-entry and recidivism reduction strategies for parolees and low-level prisoners. Since its founding in 2012, the County’s Reentry Program has created opportunities for more than 10,000 residents reentering the community from jail or prison.

One key population of interest to the study, clients with serious medical and/or mental health conditions being released from hospital, jail, or service programs, contains significant overlap with the Office of Reentry Services’ clientele. Of particular interest are the transportation needs of clients whose serious medical and/or mental health conditions prevent them from accessing public transit or personal vehicles. The Office of Reentry Services provided the Project Team with
these three datasets for the South County and San Jose Reentry Centers, as well as their clients’ travel mode share (to the reentry centers) and city of residence. From these datasets we learned that:

- There is little overlap between the reentry programs’ clientele and the cohort of older adults reviewed above; eight percent of clients at the South County Reentry Center (in Gilroy) and nine percent of the San Jose Reentry Center’s clients are over age 55 (see Figure 2-15).

- Reflecting predominant trends in incarceration, reentry clients are mostly male. At the South County Reentry Center, 68 percent of clients are male, while 76 percent of clients are male at the San Jose Reentry Center (see Figure 2-16).

- Reentry clients are ethnically diverse, but the majority of clients identify as Hispanic/Latino. At the South County Reentry Center, 55 percent of clients are Hispanic/Latino, while 66 percent of clients are Hispanic/Latino at the San Jose Reentry Center (see Figure 2-17). Other race/ethnicity information beyond Hispanic/Latino identification was not provided for the San Jose Reentry Center.

- Majorities of clients at both reentry centers access the centers by non-driving modes. At San Jose Reentry Center, the share of non-driving modes is 68 percent, while this share is 53 percent at South County Reentry Center (see Figure 2-18). Transit is the most common access mode at San Jose (51 percent), while driving is more common at South County (32 percent). This difference correlates with the less frequent transit options in Gilroy compared to San Jose. Gilroy’s South County Reentry Center is served by two local (lower-frequency) VTA bus routes – Routes 84 and 85 - while San Jose’s Reentry Center, near Civic Center, is served by VTA’s light rail as well as the high-frequency Route 61, which offer 15-minute frequencies or better.

- Most clients live in the same city as their respective reentry centers. At the San Jose Reentry Center, 72 percent of clients live in San Jose, while 67 percent of clients at South County Reentry Center live in Gilroy (see Figure 2-19).

---


Figure 2-15  Reentry Center Demographics – Age

![ график демографии по возрасту ]

Source: Santa Clara County Office of Reentry Services

Figure 2-16  Reentry Center Demographics – Gender

![ график демографии по полу ]

Source: Santa Clara County Office of Reentry Services
Figure 2-17  South County Reentry Center - Race/Ethnicity

Source: Santa Clara County Office of Reentry Services

Figure 2-18  Reentry Center Demographics – Access Mode Choice

Source: Santa Clara County Office of Reentry Services
Figure 2-19  Reentry Center Demographics - City of Residence

<table>
<thead>
<tr>
<th>City of Residence</th>
<th>South County</th>
<th>San Jose</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Jose</td>
<td>72%</td>
<td>7%</td>
</tr>
<tr>
<td>Outside Santa Clara County</td>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>Gilroy</td>
<td>5%</td>
<td>3%</td>
</tr>
<tr>
<td>Santa Clara</td>
<td>4%</td>
<td>3%</td>
</tr>
<tr>
<td>Campbell</td>
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<td>2%</td>
</tr>
<tr>
<td>Milpitas</td>
<td>3%</td>
<td>7%</td>
</tr>
<tr>
<td>Sunnyvale</td>
<td>1%</td>
<td>0%</td>
</tr>
<tr>
<td>Morgan Hill</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Palo Alto</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Mountain View</td>
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<td>0%</td>
</tr>
<tr>
<td>Los Gatos</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Alviso</td>
<td>1%</td>
<td>0%</td>
</tr>
<tr>
<td>Cupertino</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Saratoga</td>
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<td>0%</td>
</tr>
<tr>
<td>Coyote</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>Mount Hamilton</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Source: Santa Clara County Office of Reentry Services
Social Services Agency

The Santa Clara County Social Services Agency (SSA) provided the Project Team with demographic information related to two offices: Services for Survivors of Domestic Violence, Human Trafficking, and Workplace Crimes; and the Department of Aging and Senior Services' (DAAS) Senior Nutrition Program. The former office’s clientele closely aligns with a key population of interest to this study, non-risk victims of crime. Their clientele is mostly female (84 percent), and clients’ primary spoken languages are about evenly split between English and Spanish, at 47 percent and 41 percent, respectively (see Figure 2-20 and Figure 2-21). Other spoken languages include Mandarin, Tagalog, and Vietnamese. Most clients of this office identify as Hispanic/Latino (57 percent), while 15 percent identify as Asian and 10 percent identify as White (see Figure 2-22). There is little overlap between this clientele and the cohort of older adults identified above: four percent of clients are age 60 or older (Figure 2-23).

![Figure 2-20](attachment:Santa_Clara_Transportation_Needs_Assessment_for_County_Clients.png)

**Figure 2-20** Services for Survivors of Domestic Violence, Human Trafficking, & Workplace Crimes - Gender

- Female, 84%
- Male, 15%
- Other, 1%

Source: Santa Clara County Social Services Agency

![Figure 2-21](attachment:Santa_Clara_Transportation_Needs_Assessment_for_County_Clients.png)

**Figure 2-21** Services for Survivors of Domestic Violence, Human Trafficking, & Workplace Crimes - Primary Language

- English, 47%
- Spanish, 41%
- Tagalog, 4%
- Mandarin, 2%
- Other/Unknown, 6%

Source: Santa Clara County Social Services Agency
The Senior Nutrition Program provided the Project Team with information related to participants’ age, household income, race/ethnicity, primary language, and mode share used to reach the meal site. This cohort directly corresponds with a key population of interest to the study, older adults ages 65 and older. Unlike other clientele reviewed in this report, the majority (79 percent) of Senior Nutrition Program participants are Asian-American (see Figure 2-24). Another 11 percent of participants identify as White, while five percent identify as Native Hawaiian or other Pacific Islander. English is the dominant spoken language with these participants. As shown in Figure 2-25, a majority (54 percent) of participants primarily speak English, while 19 percent speak Chinese, 13 percent speak Vietnamese, seven percent speak
Spanish, and six percent speak Korean. A majority (51 percent) of participants are between 70 and 79 years old (see Figure 2-26). In Figure 2-27, the various meal sites across the County are ranked in descending order according to the proportion of Senior Nutrition Program participants who arrive by driving alone. The most driving-oriented participants access the program at senior centers such as those in Santa Clara (71 percent drive-alone mode share), Almaden (60 percent), Camden (54 percent), and Mountain View (51 percent). These rates are compared to the entire program's average drive-alone mode share of 33 percent. The least driving-oriented meal sites are in central, more urbanized areas of San Jose, such as the John XXIII Multipurpose Center (seven percent drive-alone mode share), Northside Community Center (11 percent), Roosevelt Community Center (15 percent), and Eastside Neighborhood Center (18 percent). Local van and shuttle services, as well as VTA’s Access paratransit service, are seldom used and account for no more than five percent of participants’ mode share at any meal site countywide.

**Figure 2-24 Senior Nutrition Program - Race/Ethnicity**

- Asian, 79%
- White, 11%
- Native Hawaiian/Pacific Islander, 5%
- Hispanic/Latino, 0%
- Black/African-American, 0%
- Multiracial, 0%
- Other, 2%
- Not Reported, 3%

Source: Santa Clara County Social Services Agency

**Figure 2-25 Senior Nutrition Program - Primary Language**

- Vietnamese, 13%
- Chinese, 19%
- Spanish, 7%
- Portuguese, 1%
- Korean, 6%
- English, 54%

Source: Santa Clara County Social Services Agency
Figure 2-26 Senior Nutrition Program - Age

- Under 60: 0%
- 60-69: 14%
- 70-79: 51%
- 80-89: 30%
- 90+: 4%

Source: Santa Clara County Social Services Agency
Figure 2-27  Senior Nutrition Program - Access Mode Share by Meal Site

Source: Santa Clara County Social Services Agency
EXISTING TRANSPORTATION SERVICES: VTA AND OTHER TRANSPORTATION RESOURCES

To determine mobility gaps faced by the populations of interest, the study identifies existing transportation resources in the community that are partially filling their mobility needs. This section identifies services provided by Santa Clara Valley Transportation Authority (VTA), as the largest public transportation provider in the County, followed by other transportation options provided by a variety of County social services agencies and human services nonprofit organizations, among others. Definitions of the various types of transportation resources available to populations of interest to this study are summarized in Figure 2-28 and subsequently described in more detail.

Figure 2-28   Types of Transportation Resources in Santa Clara County

<table>
<thead>
<tr>
<th>Resource</th>
<th>Short Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fixed-Route Transit / ADA-mandated paratransit</td>
<td>Buses, trains, and ferries operated by public transit agencies that run on regular, pre-determined, pre-scheduled routes, usually with no variation. The Regional Transit Connection (RTC) Clipper card is a photo identification card that verifies a rider's eligibility to receive an ADA reduced fare on fixed route transit. Transit agencies provide ADA-mandated paratransit services to complement fixed route transit, in compliance with the American with Disabilities Act (ADA).</td>
</tr>
<tr>
<td>Community-Based Shuttles or Vans</td>
<td>Fixed route or deviated services offered outside of transit agencies (often by public-sector agencies or non-profit organizations) that address specific trip needs in the community that are not adequately being met by existing public transportation service. Some shuttles cater to the general public, while others are limited to special populations.</td>
</tr>
<tr>
<td>Private Transportation</td>
<td>Transportation provided by a private for-profit entity in the business of transporting people. These services are often demand-response and initiated and paid for by the rider. Examples are taxis, motor coach services, TNCs (Uber, Lyft, etc.), and non-emergency medical transportation (NEMT) operators.</td>
</tr>
<tr>
<td>Subsidized Transit Pass Programs, Gas Cards, or Taxi/TNC Voucher Programs</td>
<td>Programs typically administered through a social service agency or human services nonprofit organization, that enable qualified people to purchase fares/vouchers for transportation services at a reduced rate from providers such as taxis, public transit, or TNCs. Other programs distribute gas cards to clients when non-driving options are less likely to meet clients' mobility needs. Recipients are usually low-income.</td>
</tr>
<tr>
<td>Volunteer Driver Programs</td>
<td>Programs that provide one-way, round-trip, and multi-stop rides. Trips are often door-through-door, in contrast to other transportation options which stop at the curb or door. These programs are provided free of charge, on a donation basis, through membership dues, or at a minimal cost, and typically have an eligibility process and advance reservation requirements.</td>
</tr>
<tr>
<td>Mobility Management &amp; Travel Training Services</td>
<td>Mobility management services cover a wide range of activities, such as travel training, coordinated services, trip planning, brokerage, and information and referral. In addition to information and referral and travel training detailed below, mobility management services refer to the provision of individual transportation information and assistance, and service linkage related to information and referral.</td>
</tr>
</tbody>
</table>
Santa Clara Valley Transportation Authority (VTA)

As the key public agency responsible for provision of transit in Santa Clara County, VTA is an important potential partner in meeting the transportation needs of the study’s population. VTA’s transit network offers the most frequent and comprehensive service in the County, serving both locally-oriented and regional transportation needs. VTA operates 79 fixed-route bus lines and three light rail lines in Santa Clara County. Of the 79 bus routes, 17 offer frequent service (15-minute headways or better), while 48 offer local service (20 to 60-minute service frequencies), and 14 offer express service during commuter peak hours only. VTA’s fixed-route transit serves about 117,000 riders on a typical weekday. In May 2019, VTA implemented a system-wide service redesign of its fixed-route bus network, the 2019 New Transit Service Plan. The 2019 New Transit Service Plan is intended to increase ridership and improve the agency’s farebox recovery by expanding the network of frequent routes while minimizing loss of service in low-density areas. VTA offers riders discounted transit passes and fares to older adults, people with disabilities, and youth ages 5 to 18. However, the populations of interest to this study may have unique barriers to riding VTA’s public transit for some or all of their travel needs.

To determine potential opportunities for coordination of services with human service agencies, this section summarizes three VTA programs that currently serve transportation disenfranchised populations in the County:

• VTA Access (ADA paratransit service)
• Daycations Program
• Youth Outreach Program

Understanding these service offerings may also provide stakeholders with opportunities to supplement or enhance these programs and better meet the transportation needs of this study’s populations of interest. Information for two other programs, UPLIFT (free or discounted transit passes for homeless people engaged with case managers at select non-profit organizations) and the VTA Summer Youth Pass for students, was not available.

Apart from the programs listed above, VTA does not directly operate any programs for taxi scrip/vouchers, group trips, discounted rides with TNCs, mobility management, or non-emergency medical transportation. However, VTA is a funding partner for the West Valley Community Services’ door-to-door paratransit service, RYDE, which serves the communities of Campbell, Cupertino, Los Gatos, Monte Sereno, and Saratoga.

VTA ACCESS

VTA ACCESS is the transit agency’s ADA paratransit service which acts as a ‘safety net’ for people with disabilities who are unable to independently use fixed-route transit services in some or all situations. The program provides eligible riders with door-to-door rides in accessible vans, cutaways (small buses), and sedans operated by a contractor, MV Transportation. Rides must be reserved by 5 pm the day before the trip by telephone or web-based reservation; service is available during VTA’s normal fixed-route service hours and area. Rides may be booked 1-3 days in advance at the standard fare of $4. However, VTA ACCESS also offers Premium trips, such as same-day trip requests, second vehicles, extended service destinations, or open return trips, on a

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15 VTA 2018 Annual Report
16 All customers with approved eligibility may make online trip reservations at myaccess.vta.org
Most riders apply for VTA ACCESS by mail, provide medical information about their disability, and participate in an over the phone interview. VTA will determine if they are eligible within 21 days. When making a reservation, riders are provided with a negotiated 30-minute pickup window. Subscription services, or recurring regular trips, are available for riders who make regular trips to the same origin/destination and at the same times (e.g. Monday-Friday 10:00am to a senior center). ADA paratransit is a shared-ride service, and travel times are comparable to VTA’s fixed-route bus service.

Demographic information of VTA ACCESS riders are kept confidential. VTA stakeholders noted that the primary spoken language of VTA ACCESS riders was English, followed by Spanish.

VTA ACCESS has over 11,000 registered riders, of whom about 7,000 are active riders who take at least one trip per year. The program serves about 530,000 trips per year, compared to 36,555,500 boardings17 on VTA’s fixed-route system in the 2018 fiscal year. The average VTA ACCESS rider uses the program about once per week. These and other performance metrics are shown in Figure 2-29.

VTA released a list of the ACCESS program’s most frequently requested destinations, shown in Figure 2-30. These destinations include disabilities services centers (e.g. physical therapy), adult day health care (ADHC) centers, hospitals, or medical clinics. Others are public community centers (e.g. Mayfair) and colleges (e.g. De Anza College). The single most popular destination is Hope Rehabilitation Services, at 1555 Parkmoor Avenue in San Jose.

Documenting these frequent destinations in one location will be valuable for the latter stages of the project in which the consultant team develops strategies for meeting transportation needs that can build on already existing high volume transportation destinations.

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17 [http://www.vta.org/getting-around/vta-ridership](http://www.vta.org/getting-around/vta-ridership)
### Figure 2-30  Most Popular Destinations of VTA Access Riders

<table>
<thead>
<tr>
<th>Destination Name</th>
<th>Destination Type</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aim Higher</td>
<td>Adult Day Program</td>
<td>90 Great Oaks Blvd San Jose 95119</td>
</tr>
<tr>
<td>Aim Higher</td>
<td>Adult Day Program</td>
<td>1237 Reamwood Ave Sunnyvale 94089</td>
</tr>
<tr>
<td>Avenidas Rose Kleiner Center (ADHC)</td>
<td>Adult Day Program &amp; Adult Day Health Care</td>
<td>270 Escuela Ave Mountain View 94040</td>
</tr>
<tr>
<td>De Anza College</td>
<td>Education</td>
<td>21250 Stevens Creek Blvd Cupertino 95014</td>
</tr>
<tr>
<td>Eastside Neighborhood Center</td>
<td>Community center</td>
<td>2150 Alum Rock Ave San Jose 95116</td>
</tr>
<tr>
<td>Evergreen Adult Development</td>
<td>Adult Day Program</td>
<td>2887 McLaughlin Ave San Jose 95121</td>
</tr>
<tr>
<td>Golden Castle Adult Health Care (ADHC)</td>
<td>Adult Day Health Care</td>
<td>1137 San Antonio Rd Palo Alto 94303</td>
</tr>
<tr>
<td>Grace Day Adult Health Care (ADHC)</td>
<td>Adult Day Health Care</td>
<td>3015 Union Ave San Jose 95124</td>
</tr>
<tr>
<td>Great Endeavors (ADHC)</td>
<td>Adult Day Health Care</td>
<td>687 N King Rd San Jose 95133</td>
</tr>
<tr>
<td>Greater Opportunities Day Program</td>
<td>Adult Day Program</td>
<td>2380 Enborg Ln San Jose 95128</td>
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<tr>
<td>Hearts &amp; Minds Activity Center</td>
<td>Alzheimer's Center</td>
<td>460 E Middlefield Rd Mountain View 94043</td>
</tr>
<tr>
<td>Hope Services</td>
<td>Adult Day Program</td>
<td>1555 Parkmoor Ave San Jose 95128</td>
</tr>
<tr>
<td>Hope Services</td>
<td>Adult Day Program</td>
<td>3080 Alfred St San Jose 95054</td>
</tr>
<tr>
<td>Hope Services</td>
<td>Adult Day Program</td>
<td>3100 Alfred St San Jose 95054</td>
</tr>
<tr>
<td>Kaiser Permanente Santa Clara</td>
<td>Hospital or Medical Clinic</td>
<td>710 Lawrence Expy Santa Clara 95051</td>
</tr>
<tr>
<td>Mayfair Community Center</td>
<td>Community Center</td>
<td>2039 Kammerer Ave San Jose 95116</td>
</tr>
<tr>
<td>Mission College</td>
<td>Education</td>
<td>3000 Mission College Blvd Santa Clara 95054</td>
</tr>
<tr>
<td>Oddfellows Lodge Cupertino Lodge 70</td>
<td>Community Center</td>
<td>20589 Homestead Rd Cupertino 95014</td>
</tr>
<tr>
<td>Palo Alto VA Hospital</td>
<td>Hospital or Medical Clinic</td>
<td>3801 Miranda Ave Palo Alto 94304</td>
</tr>
<tr>
<td>Regional Medical Center of San Jose</td>
<td>Hospital or Medical Clinic</td>
<td>2121 Alexian Dr San Jose 95116</td>
</tr>
<tr>
<td>San Jose VA Hospital</td>
<td>Hospital or Medical Clinic</td>
<td>80 Great Oaks Blvd San Jose 95119</td>
</tr>
<tr>
<td>Santa Clara Adult Education</td>
<td>Education</td>
<td>1840 Benton St Santa Clara 95054</td>
</tr>
<tr>
<td>Santa Clara Valley Blind Center</td>
<td>Disabilities Services</td>
<td>101 N Bascom Ave San Jose 95128</td>
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<tr>
<td>Santa Clara Valley Medical Center</td>
<td>Hospital or Medical Clinic</td>
<td>730 Empey Way San Jose 95128</td>
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<td>Santa Clara Valley Medical Center</td>
<td>Hospital or Medical Clinic</td>
<td>751 S Bascom Ave San Jose 95128</td>
</tr>
<tr>
<td>SarahCare of Campbell (adult day care center)</td>
<td>Adult Day Health Care</td>
<td>450 Marathon Dr Campbell 95008</td>
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<tr>
<td>Saratoga Community Preschool</td>
<td>Education</td>
<td>19655 Allendale Ave Saratoga 95070</td>
</tr>
<tr>
<td>Satellite Dialysis/Sunnyvale</td>
<td>Hospital or Medical Clinic</td>
<td>155 N Wolfe Rd Sunnyvale 94086</td>
</tr>
<tr>
<td>Satellite Dialysis/Winfield</td>
<td>Hospital or Medical Clinic</td>
<td>393 Blossom Hill Rd San Jose 95123</td>
</tr>
<tr>
<td>Seven Trees Community Center</td>
<td>Community center</td>
<td>3590 Cas Dr San Jose 95111</td>
</tr>
<tr>
<td>Shinrai Care Home</td>
<td>Adult Day Health Care</td>
<td>2492 Aram Ave San Jose 95128</td>
</tr>
<tr>
<td>Stanford University Medical Center</td>
<td>Hospital or Medical Clinic</td>
<td>300 Pasteur Dr Stanford 94035</td>
</tr>
<tr>
<td>Taiwanese American Presbyterian Church</td>
<td>Disabilities Services</td>
<td>3675 Payne Ave San Jose 95117</td>
</tr>
<tr>
<td>Target</td>
<td>Retail</td>
<td>450 N Capitol Ave San Jose 95133</td>
</tr>
<tr>
<td>Services for Brain Injury</td>
<td>Disability Services</td>
<td>60 Daggett Dr San Jose 95134</td>
</tr>
</tbody>
</table>

Source: VTA
Daycations Program

The VTA’s Daycations Program is a travel training and group excursions service for seniors (ages 65+) that operates out of senior communities in Santa Clara County. Daycations is intended to familiarize seniors with the VTA system and with accessing regional destinations independently. Typically, a VTA staff member hosts trainings in the morning and then hosts a guided, round-trip bus or light rail ride to and from entertainment or shopping venues selected by the program participants. Daycations was most recently funded by an FTA New Freedom grant, which has since been consolidated with a Section 5310 grant (Enhanced Mobility for Seniors and People with Disabilities Program).

In the 2018 fiscal year, the Daycations Program served 169 participants, a significant increase from the 2017 fiscal year, when it served 137 participants. The most popular destinations, which are selected by the participants, include the following regional shopping centers:

- San Antonio Shopping Center – 645 San Antonio Road, Mountain View
- Santana Row – 377 Santana Row, San Jose
- Westfield Oakridge – 925 Blossom Hill Road, San Jose
- Eastridge Center – 2200 Eastridge Loop, San Jose
- Westgate Center – 1600 Saratoga Avenue, San Jose
- Stanford Shopping Center – 660 Stanford Shopping Center, Palo Alto

The city centers of Campbell, Mountain View, and Palo Alto, are also popular destinations for the Daycations Program. To operate the Daycations Program out of senior communities effectively, VTA also hosts a “Train the Trainer Academy.” These training sessions give participants – typically caregivers and senior volunteers – basic knowledge of how to introduce senior residents to using VTA fixed-route services to get around their communities. In the 2018 fiscal year, the Train the Trainer Academy served 20 participants, down from 24 participants in 2017.

Given the lack of spontaneity associated with ACCESS services (as with all ADA paratransit programs), offering a fixed route alternative to seniors and people with disabilities who could ride the bus or light rail for at least some of their trips is an important source of coordination between VTA and human service agencies.

Youth Outreach Program

The Youth Outreach Program is a travel training service provided to public school students in Santa Clara County. The program is divided into two elements, a Class Presentation and the Class Pass program. The 60-minute classroom presentation instructs students about how to safely use VTA’s fixed-route service, common transportation etiquette, fare payment, and how to read transit schedules and maps. The Class Presentation program reached 3,697 students in the 2018 fiscal year, an increase from 3,515 students in 2017.

The Class Pass program allows teachers in grades K-12 to take their students on field trips using VTA buses and light rail for free. Each teacher is eligible to receive up to two “class passes” per school year, entitling them to fare-free travel for themselves and their students. The Class Pass program served 56,334 students in 2018, a significant increase from 2017, when it served 47,665 students.

Coordination of customized transportation programs between VTA and the various populations of interest used to be the responsibility of the non-profit organization, Outreach. There is currently
very limited programming occurring similar to that earlier arrangement. However, during the course of this study VTA will be embarking on the development of a mobility management program, known as MAP (Mobility Assistance Program), that should serve as an important opportunity for coordination of these services.

Other Transportation Resources in Santa Clara County

Introduction

Besides the services offered by VTA, County, agencies, municipalities, and private organizations offer a broad range of transportation services to the target populations in this study. In addition to VTA’s fixed-route transit and ADA paratransit, riders might use community-based shuttle or van services, city-based door-to-door paratransit programs, non-emergency medical transportation (NEMT), private providers like taxis and Transportation Network Companies (TNCs), and other options. Some services listed below, such as downtown shuttle services, are open to the general public but would be particularly useful to some of these population groups. Other more targeted programs offer services and resources such as trip planning assistance, free transit passes, free or discounted trips to and from specified locations, often with conditions attached.

The six populations of interest to this Study have varying ranges of transportation services available to them within the County. A wider range of transportation services is available in most areas for older adults and people with disabilities. Other groups, such as victims of crime, people with serious mental illness(es) accessing County services, and foster youth, have more limited transportation options, partly due to their more specialized mobility needs.

Below is a summary of relevant transportation programs offered by various types of service providers in Santa Clara County for each population of interest. Cells with teal shading in Figure 2-31 indicate that a transportation service is offered by a particular type of provider. Some transportation services, such as the free, community-based shuttles operating in Palo Alto and Mountain View, offer services to the general public and are not limited to any of the study’s populations of interest.

The six key populations identified for this assessment (which have significant overlap between them) are as follows. Note that the letters are used throughout to refer to each population.

- Population A, foster youth.
- Population B, people with serious mental illness and/or medical conditions accessing County services.
- Population C, people with serious mental illness and/or medical conditions who have been released from County jail, County hospital, or community-based service programs.
- Population D, older adults and people with disabilities.
- Population E, non-risk criminal witnesses and victims of crime.
- Population F, adults on probation.

### Figure 2-31  Transportation Services by Provider Type

<table>
<thead>
<tr>
<th>Service Type</th>
<th>County social services agencies</th>
<th>Municipalities</th>
<th>Non-profit human services transportation providers</th>
<th>Other non-profit institutions (e.g. TMA’s, universities)</th>
<th>For-profit transportation providers</th>
</tr>
</thead>
<tbody>
<tr>
<td>City-based paratransit (door-to-door)</td>
<td></td>
<td></td>
<td>D</td>
<td></td>
<td>D</td>
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<tr>
<td>Accessible fixed-route shuttle</td>
<td>A, B, C, D, E</td>
<td></td>
<td></td>
<td>A, B, C, D, E</td>
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</tr>
<tr>
<td>Specialized accessible van</td>
<td>A, D, E</td>
<td>B, C, D, F</td>
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<td>A, B, C, D, E</td>
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<tr>
<td>Volunteer driver programs</td>
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<td>D</td>
<td></td>
<td></td>
<td>D</td>
</tr>
<tr>
<td>Mobility management &amp; travel training</td>
<td>D</td>
<td></td>
<td></td>
<td></td>
<td>D</td>
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<tr>
<td>Group trips &amp; excursions</td>
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<td>Ride-hail/TNC</td>
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<td>Taxi vouchers</td>
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<tr>
<td>Meal delivery &amp; senior nutrition</td>
<td>D</td>
<td>D</td>
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<tr>
<td>Non-emergency medical transportation</td>
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<td>B, D, E</td>
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<td>Subsidized transit passes</td>
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<td>Gas cards</td>
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</table>
County Social Services Agencies

Santa Clara County social services agencies offer a variety of transportation services to clients who belong to one or more of the study’s populations of interest. These agencies include the County’s Behavioral Health Services (BHS), District Attorney's Office, Health System (including Santa Clara Valley Medical Center), Probation Department, Reentry Services, Sherriff’s Office, and the Social Services Agency (SSA), which includes the Departments of Aging and Senior Services (DAAS) and Employment & Benefits Services (DEBS). Transportation services are described for each of the study’s seven populations of interest below.

People with disabilities have the following transportation resources available from County social service agencies:

- **BHS’ Supportive Housing Services** offers gas cards to people with disabilities, older adults, and people with serious medical conditions. BHS’ Adult and Older Adult Services offers non-emergency medical transportation (NEMT) for qualified clients with disabilities and older adults through its CalWORKS program.
- The County’s **Health System** offers NEMT to low-income patients with disabilities at the Santa Clara Valley Medical Center.
- **DEBS** helps low-income families receiving government benefits with mobility management and trip planning. This is a service provided for people throughout the County and may be applicable to some people with disabilities.

Older adults have the following transportation resources available from County social services agencies:

- **BHS’ Supportive Housing Services** offers gas cards to people with disabilities, older adults, and people with serious medical conditions.
- **BHS’ Adult and Older Adult Services** offers free/subsidized transit passes and non-emergency medical transportation (NEMT) for qualified clients with disabilities and older adults through its CalWORKS program. In limited cases, Adult and Older Adult Services has also offered reimbursement for TNC rides for older adult clients.
- The **DAAS Senior Nutrition Program** serves qualifying people who are 60 years old and older. The Senior Nutrition program offers older adults the following transportation benefits:
  - **Free/subsidized transit passes:** During the 2017 – 2018 Fiscal Year, the Senior Nutrition Program distributed 7,286 monthly bus passes. Participating seniors are required to fill out the Mobility Management Program Registration Form, be below the Elder Economic Security Index (EESI), and eating lunch 8x/month through their program is required to obtain transit passes, gas cards, or a paratransit ride through the Senior Nutrition Program.

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Gas cards: During the 2017 – 2018 Fiscal Year, the Senior Nutrition Program handed out 1,445 shared rides gas cards.\(^{21}\) Must be below EESI.

Meal delivery: DAAS operates the Santa Clara County Meals on Wheels Program, which provides meal service to homebound seniors 60 years of age and older who are unable to provide meals for themselves or have difficulty obtaining food because of illness, frailty, or disability. During the 2017 – 2018 Fiscal Year, the Meals on Wheels program provided meals to 1,661 people.\(^{22}\)

Specialized accessible van service: During the 2017 – 2018 Fiscal Year, the Senior Nutrition Program funded 16,475 paratransit rides to meal sites.\(^{23}\) The congregate meal program served 630,474 meals to 12,815 unduplicated and eligible participants at 38 meal sites during this period. This program is also available from DAAS’ Senior Non-Nutrition Program to access other destinations such as grocery stores, pharmacies, or medical appointments.

DAAS also operates a volunteer driver program.

- The California Department of Aging offers NEMT to older adults through its Community-Based Adult Services division.
- The County’s Health System offers NEMT to low-income older adult patients at the Santa Clara Valley Medical Center.

Youth in the foster care system have the following transportation resources available from County social services agencies:

- **BHS’ Family and Children** division offers gas cards to clients, typically parents or guardians of youth in the foster care system, to coordinate visitation, placement, and family re-unification. The Family and Children division also offers clients with vouchers for ride-hailing or taxi services.
- **SSA’s Foster Families** operates a specialized accessible van service to transport foster youth to coordinate visitation, placement, and family re-unification.

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\(^{22}\) Ibid.

\(^{23}\) Ibid.
Individuals with serious mental illness and/or medical conditions have the following transportation resources available from County social services agencies:

- **BHS’ Supportive Housing Services** offers clients with serious mental illness gas cards.
- **BHS’ Whole Person Care** offers clients with serious mental illness free/subsidized transit passes.
- The **County Health System** provides patients in the Emergency Department at Santa Clara Valley Medical Center with taxi vouchers.

Clients being released from hospital, jail, or service programs have the following transportation resources available from County social services agencies:

- **BHS’ Criminal Justice Services** offers clients taxi vouchers and free/subsidized transit passes.
- **BHS’ Substance Use Treatment Services (SUTS)** offers clients gas cards, free/subsidized transit passes, and taxi vouchers. SUTS also offers a specialized accessible van service for some client groups. SUTS offers only free/subsidized transit passes for youth clients ages 12 to 21.
- **BHS’ Whole Person Care** offers clients with serious mental illness free/subsidized transit passes.
- **Reentry Services** offers transportation assistance to recently incarcerated individuals, including free/subsidized transit passes and gas cards.
- **Santa Clara County Sherriff’s Office’s** rehabilitation officers provide clients with free day pass tokens for VTA.

Non-risk criminal witnesses and victims of crime have the following transportation resources available from County social services agencies:

- SSA’s **Services for Survivors of Domestic Violence and Services for Survivors of Human Trafficking and Workplace Crimes** offers clients a specialized accessible van service.
- The **Victims Services Unit** of the District Attorney’s office provides support to victims of crime countywide, including a limited budget for VTA tokens, gas cards, and TNC ride vouchers available to clients upon referral known as Emergency Benefits and Needs Services (EBNS). Additionally, the D.A.’s office also has a contract with Green Cab, a local taxi company, to provide transportation for witnesses, many of whom are also victims of crime.

Adults on Probation have the following transportation resources available from County social services agencies:

- The **Probation Department** sponsors three programs which offers eligible adults and juveniles on probation free monthly VTA transit passes or tokens, provided they are working or attending a program, at the probation officer’s discretion. The three programs are: AB109 Services, Adult Investigation & Supervision Services, and Juvenile Services. These are services offered to adults on probation countywide upon release from jail.
- **BHS’ Criminal Justice Services** offers clients taxi vouchers and free/subsidized transit passes.
BHS’ Substance Use Treatment Services (SUTS) offers clients gas cards, free/subsidized transit passes, and taxi vouchers. SUTS also offers a specialized accessible van service for some client groups.

In addition, UPLIFT also distributes free transit passes to homeless and very-low-income individuals through the following County social services agencies: Behavioral Health Services (BHS), Office of Supportive Housing (OSH), Supplemental Security Income (SSI), Substance Use Treatment Services (SUTS), Valley Homeless Health Program (VHHP), and Victims Services.

Municipalities

Several municipalities provide transportation services beyond those of County social service agencies. However, these municipal transportation programs are largely oriented either to older adults (e.g. through local senior center programming) or to the general public, including local residents, visitors, and employees. These transportation programs tend to have limited accommodations for some of the unique needs of the study’s populations of interest other than older adults. Municipalities offering their own transportation programs include the cities of Campbell, Milpitas, Morgan Hill, Mountain View, Palo Alto, and Santa Clara. Transportation services are described for each of the study’s six populations of interest below.

Older adults have the following transportation services available from local municipalities:

- The Mountain View Community Shuttle is a free community shuttle operating seven days a week from 10 AM to 6 PM within Mountain View. The shuttle is open to the general public. The shuttle runs every 30 minutes on weekdays, and hourly service on weekends and holidays. The average weekday ridership in 2018 was 687 riders. The shuttles are wheelchair accessible, have bicycle racks and Wi-Fi.

- The Palo Alto Shuttle is a free shuttle service in Palo Alto. There are two shuttle routes which operate weekdays. One is a commuter route operating during the morning and evening commute every 20 minutes. The other route operates between 7:35 AM to 5:30 PM with headways of 30 minutes to 1 hour. The shuttles are wheelchair accessible and feature bicycle racks.

- The Campbell Adult Center offers a Group Trips Program for older adults, funded by the City of Campbell’s Recreation & Community Services Department. This program takes older adults on day-long excursions to regional destinations such as Beach Blanket Babylon, Golden Gate Park, and boat cruises on the San Francisco Bay. The Campbell Adult Center also provides low-income older adults with a senior nutrition program, the Lunch Program, which provides healthy lunches at designated meal sites for a suggested donation of $3. The Center provides a Meals on Wheels Program for older adults who cannot access the meal sites. The Meals on Wheels Program provides homebound older adults with frozen meals and periodic home visits Monday through Friday. Hot delivered meals are also available for those who need help or for those who cannot microwave their food.

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26 https://www.ci.campbell.ca.us/DocumentCenter/View/1405/Trips?bidId=
27 https://www.ci.campbell.ca.us/275/Lunch-Program
The Barbara Lee Senior Center, operated by the City of Milpitas, provides older adults with a group trips program to regional destinations such as SF Giants games, Golden Gate Park, and the Treasure Island Culinary Institute.  

The City of Santa Clara’s Senior Center operates a similar group trips program for older adults, Senior Center Adventures to Go (Travel).  

The City of Morgan Hill operates the Get’n around Town Driver Program. Volunteers will help seniors get to their appointments, run errands, or get groceries. All rides must originate or end in Morgan Hill (95037). One-way trips may not exceed 20 miles. The program is available to Senior Center participants M-F 8am - 4pm.

All other populations of interest to this study have access only to the Mountain View Community Shuttle and Palo Alto Shuttle, which are open to the general public.

Human Services Nonprofit Transportation Providers

A wide range of nonprofit human services transportation providers operate in Santa Clara County, and many provide specialized transportation to populations of interest to this study. The vast majority of these organizations operate within a single municipality or group of adjacent municipalities, and a few operate their programs countywide.

People with disabilities have transportation services available from the following organizations:

- **JFCS RIDES**, a program of Jewish Family and Children’s Services (JCFS) operates a specialized accessible transportation service for people with disabilities and older adults in Mountain View, Palo Alto, and Los Altos. Comprised of volunteer drivers, JFCS vans, and taxi vouchers, JFCS RIDES provides seniors, as well as people with disabilities, transportation to medical and dental appointments, the grocery store, the pharmacy, and other critical errands.

- The **Community Services Agency of Mountain View and Los Altos (CSA)** provides meal delivery services for low-income people with disabilities as well as older adults through its Food and Nutrition Center, in addition to free transit passes through the UPLIFT program, described below.

- **Silicon Independent Living Center** offers mobility management and travel training to people with disabilities throughout the County.

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• **UPLIFT (Universal Pass for Life Improvement from Transportation)**\(^{30}\) –
  UPLIFT is a program that provides free transit passes to those who are homeless or may become homeless should they not have access to transportation for work. Some people with disabilities with very low incomes may qualify for UPLIFT transit passes. The UPLIFT program is managed by Santa Clara County and operated by the following agencies and organizations working with those who are homeless.
  - Abode Services
  - Community Services Agency (CSA) of Mountain View
  - Community Solutions in Gilroy and Morgan Hill
  - Downtown Streets Team in San Jose
  - Family and Children Services in San Jose
  - Family Supportive Housing in San Jose
  - Gilroy Compassion Center
  - HealthRIGHT 360
  - HomeFirst in Milpitas
  - Life Moves (formerly Commercial Street Inn) in San Jose
  - Mission Possible – Fresh Start GROW
  - New Directions in San Jose
  - Parisi House on the Hill
  - PATH in San Jose
  - Santa Clara Adult Education, which operates programs throughout the County
  - Santa Clara Valley Medical Center, in addition to other patient programs operated via County social services agencies, as described in the previous section.
  - Silicon Valley Salvation Army, which operates programs throughout the County
  - St. Joseph’s Cathedral in San Jose
  - The Health Trust in San Jose
  - Veterans Family Services of Goodwill of Silicon Valley operates programs for veterans countywide, many of whom are people with disabilities.
  - West Valley Community Services

• **West Valley Community Services** also offers a low-cost meal delivery service, Mobile Food Pantry, to clients with low incomes living in Los Gatos, Saratoga, and West San Jose with transportation barriers. Many of their clients may also be people with disabilities.

Older adults have transportation services available from the following organizations:

• **Asian Americans for Community Engagement** provides travel training programs for older adults, which are available Monday – Friday 8:30 A.M. to 2:30 P.M.

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\(^{30}\) UPLIFT also distributes free transit passes through the following County social services agencies: Behavioral Health Services (BHS), Office of Supportive Housing (OSH), Supplemental Security Income (SSI), Substance Use Treatment Services (SUTS), Valley Homeless Health Program (VHHP), and Victims Services.
• **Avenidas Door to Door** provides assisted, door-to-door transportation in private passenger vehicles with staff drivers for older adults in the north Peninsula who do not have their own transportation and when public transit is not viable. The service is available M-F 8:15 AM to 4 PM. The vehicles can accommodate mobility aids such as canes and walkers, but not wheelchairs. The Door to Door program also provides Lyft concierge service including scheduling, dispatch, and tracking rides for seniors who do not have their own smart phones.

• **CSA** provides meal delivery services for older adults through its Food and Nutrition Center.

• **Day Break Cares**, sponsored by the Catholic Charities of Santa Clara County, serves meals at two sites in Santa Clara County for older adults, and provides transportation to the meals for those who need it.

• **Gilroy Senior Center** provides meal delivery to low-income older adults in Gilroy through its Brown Bag Grocery Program.

• **Heart of the Valley** operates an escorted volunteer driver program for older adults in the West Valley. The program is available for older adults living in Santa Clara, Cupertino, Sunnyvale, Saratoga, Monte Sereno, Los Gatos, Campbell, and the West San Jose zip codes 95117, 95125, 95126, 95128, 95129, and 95130.

• **Indian Health Center of Santa Clara Valley** offers NEMT services to older adults of Native American/Alaska Native ancestry.

• **JFCS RIDES**, a program of Jewish Family and Children’s Services (JFCS) operates a specialized accessible transportation service for people with disabilities and older adults in Mountain View, Palo Alto, and Los Altos. Comprised of volunteer drivers, JFCS vans, and taxi vouchers, JFCS RIDES provides seniors, as well as people with disabilities, transportation to medical and dental appointments, the grocery store, the pharmacy, and other critical errands.

• **Korean American Community Services (KACS)** offers transportation services to older adults using a specialized accessible van service to get to medical appointments, shop for groceries, and complete other typical errands. Transportation services is offered four times a week to several senior subsidized housing developments in Santa Clara County and is limited to Korean-American seniors.

• **Meals on Wheels**, operated by Health Trust, operates countywide and offers meal delivery to older adults with low incomes.

• **Portuguese Organization for Social Services (POSSO)** operates an Escort program for older adults using a specialized accessible van service. This program provides scheduling, transportation, translation and interpretation, as well as advocacy for seniors by trained professionals and volunteers. Most trips are used to assist seniors to attend medical appointments.

• **RoadRunners Transportation** from El Camino Hospital - Mountain View/Los Gatos is a program that operates with volunteers that take older adults to their medical appointments. The appointments do not need to take place at the El Camino Hospital or

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31 Eligible origins and destinations include Atherton, Belmont, East Palo Alto, Los Altos, Los Altos Hills, Menlo Park, Mountain View, Palo Alto, Portola Valley, Redwood City, San Carlos, Stanford, and Woodside.  
[https://www.avenidas.org/programs/door-to-door/](https://www.avenidas.org/programs/door-to-door/)

32 [https://servicesforseniors.org/services-programs/service-eligibility/](https://servicesforseniors.org/services-programs/service-eligibility/)
be related to treatments at the hospital. The vehicles are not wheelchair accessible. The program operates in Mountain View, Palo Alto, Sunnyvale, Santa Clara, and Cupertino.

- **RYDE** (Reach Your Destination Easily) is a curb-to-curb transportation and local trip planning service for older adults ages 55+ living in the West Valley. RYDE fees are fixed based on the trip distance. RYDE serves the West Valley Communities of Campbell, Cupertino, Los Gatos, Monte Sereno, and Saratoga. RYDE is a joint partnership between West Valley Community Services, Saratoga Area Coordinating Council, Santa Clara County, VTA, and the municipalities of Campbell, Cupertino, Monte Sereno, Los Gatos, and Saratoga.

- **UPLIFT** free/subsidized transit passes, for older adults with very low incomes or at risk of homelessness, as described above, through the following organizations:
  - Community Services Agency (CSA) of Mountain View
  - Community Solutions in Gilroy and Morgan Hill
  - Downtown Streets Team in San Jose
  - Family Supportive Housing in San Jose
  - Gilroy Compassion Center
  - HealthRIGHT 360
  - HomeFirst in Milpitas
  - Life Moves (formerly Commercial Street Inn) in San Jose
  - Mission Possible – Fresh Start GROW
  - New Directions in San Jose
  - Parisi House on the Hill
  - PATH in San Jose
  - Santa Clara Adult Education, which operates programs throughout the County
  - Santa Clara Valley Medical Center, in addition to other patient programs operated via County social services agencies, as described in the previous section.
  - Silicon Valley Salvation Army, which operates programs throughout the County
  - St. Joseph’s Cathedral in San Jose
  - The Health Trust in San Jose
  - Veterans Family Services of Goodwill of Silicon Valley operates programs for veterans countywide, many of whom are people with disabilities.

- **West Valley Community Services** offers a low-cost meal delivery service, Mobile Food Pantry, to clients with low incomes living in Los Gatos, Saratoga, and West San Jose with transportation barriers. Many of their clients may also be older adults.

- **Yu-Ai Kai** operates its own Meals on Wheels program for older adults in west Santa Clara County. The Meals on Wheels program provides hot meals to eligible older adults in the Japantown and Berryessa neighborhoods of San Jose. Additionally, Yu-Ai Kai operates a senior nutrition program, picking up seniors from their homes and escorting them in accessible vans to the Yu-Ai Kai Senior Center where the nutrition program is held. This program is designed for those seniors who are unable to drive and have no other means of transportation.

Youth in foster care have transportation services available from the following organizations:
- **Catalyst for Youth** offers low-income youth ages 12 to 25 free/subsidized transit passes.
- **Transitional Housing Program Plus** from Unity Care supports youth 18 to 25 years old who are emancipated foster youths or on probation to become independent. The program provides an array of services to their clients including free/subsidized transit passes. The program supports young adults throughout the county.
- **UPLIFT** offers free/subsidized transit passes to low-income youth who are at risk of homelessness, as described above, through the following organizations:
  - Community Solutions in Morgan Hill and Gilroy
  - Family Supportive Housing in San Jose
  - Life Moves (formerly Commercial Street Inn) in San Jose

Individuals with serious mental illness and/or medical conditions have transportation services available from the following organizations:

- **Day Center**, sponsored by the Gilroy Compassion Center, operates a weekly accessible van service to medical appointments for people with serious medical conditions and people with disabilities living in Gilroy.
- **HIV/AIDS Services**, sponsored by Health Trust, offers clients with HIV/AIDS free/subsidized transit passes.
- **Road to Recovery**, sponsored by the American Cancer Society, offers clients a volunteer driver program staffed by volunteer drivers who pick up cancer patients at their homes and take them to anything cancer related, including doctor’s appointments, radiation treatments and chemotherapy.
- **UPLIFT** offers free/subsidized transit passes to people with serious mental health or medical conditions who are at risk of homelessness, as described above, through the following organizations:
  - Community Solutions in Morgan Hill and Gilroy
  - Family Supportive Housing in San Jose
  - Life Moves (formerly Commercial Street Inn) in San Jose
  - Santa Clara Valley Medical Center, in addition to other patient programs operated via County social services agencies, as described in the previous section.

Clients with serious medical and/or mental health conditions being released from hospital, jail, or service programs have transportation services available from the following organizations:

- **Destiny Reentry Program**, operated by the Bibleway Christian Center, offers free/subsidized transit passes to formerly incarcerated individuals.
- **Friends Outside** operates the Visitors Center program, which offers specialized van rides between prisons and transit hubs, to facilitate visitations between people in correctional facilities and their loved ones who do not have personal vehicles.
- **UPLIFT** offers free/subsidized transit passes to formerly incarcerated people who are at risk of homelessness, as described above, through the following organizations:
  - Community Solutions in Morgan Hill and Gilroy
  - Santa Clara Valley Medical Center, in addition to other patient programs operated via County social services agencies, as described in the previous section.
Non-risk criminal witnesses and victims of crime have transportation services available from the following organizations:

- **Daughters of Zion Ministries** provides victims of domestic violence with essential needs for themselves and their children such as food, clothing, household supplies, personal hygiene products, and free/subsidized transit passes.

- **Inter-Tribal Council of California** offers victims of domestic violence who identify as Native American transportation to medical and social services appointments through its Family Violence Prevention Program.

- **UPLIFT** offers free/subsidized transit passes to victims of crime, as described above.

Adults on probation have transportation services available from the following organizations:

- **Destiny Reentry Program**, operated by the Bibleway Christian Center, offers free/subsidized transit passes to formerly incarcerated individuals.

- **Friends Outside** operates the Visitors Center program, which offers specialized van rides between prisons and transit hubs, to facilitate visitations between people in correctional facilities and their loved ones who do not have personal vehicles.

### Other Nonprofit Institutions

Several other nonprofit institutions, apart from municipalities or human services transportation providers, offer transportation to the general public. These include the Mountain View Transportation Management Associations (TMAs) of Mountain View and Palo Alto, as well as Stanford University. These transportation services are not oriented specifically to serve any of the populations of interest to this study, though they are open to all. These options include:

- **MVGo** is a free shuttle service operated by the Mountain View TMA that is open to the general public. The shuttles are wheelchair accessible and the service runs on weekdays, with more frequent service during peak periods. Service is primarily between the Mountain View Transit Center and employment centers in North Bayshore and Whisman Station neighborhoods of Mountain View.33

- The **Marguerite Shuttle** is run by Stanford University and serves Palo Alto and Mountain View. Shuttles are free, wheelchair-accessible, and many have bicycle racks.

- The **Palo Alto TMA** offers free transit passes to people working in Downtown Palo Alto with an annual income under $70,000. To receive a

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33 [https://www.mvgo.org/real-time-tracking.html](https://www.mvgo.org/real-time-tracking.html)
pass, the worker must also live in the “greater Palo Alto area,” currently drive to work by themselves, and agree to take transit at least 3 days a week. Recipients of the passes receive a monthly transit pass from the transit provider of their choice (Caltrain, SamTrans, VTA, or Dumbarton Express). The TMA also provides a Lyft for Short Trips program, in which the TMA will contribute a maximum of $10 to Lyft rides to work for those with annual income under $50,000 working in Downtown Palo Alto, and living in the greater Palo Alto area. People may use this program no more than 15 times a month. This program is intended to supplement transit commutes for times when transit is not viable.

**For-Profit Transportation Providers**

A variety of for-profit providers offer curb-to-curb transportation to populations of interest to this study. These providers include:

- Affordable Senior Care
- Boundless Care
- Envor
- Family Tree Medical Transport
- Fun-n-Go Non-Medical Transport
- Golden Sunshine Staffing & Transportation Services
- Just-Go
- Ken Transportation
- One-Stop Medex
- Silver Rides
- V&B Transportation

[^34]: [https://www.paloaltotma.org/employee-programs](https://www.paloaltotma.org/employee-programs)
3 SUMMARY OF TRANSPORTATION GAPS

The project team has identified a range of unmet transportation needs, as well as mobility challenges accessing existing transportation services for the Transportation Needs Assessment’s communities of interest. These transportation needs and challenges were identified through the study’s previous tasks, including the review of comparable agencies and jurisdictions, stakeholder engagement, as well as extensive community engagement work through numerous focus groups throughout the County and an online community survey. These processes also informed the development of a variety of transportation strategies and investments that are likely to be effective in addressing these populations’ unmet needs and challenges. Some of these strategies leverage local stakeholder expertise and institutional capacities, while others recommend developing new services based on the experience of other, comparable agencies and jurisdictions. The following memorandum presents each of the identified transportation needs and mobility challenges of the study’s populations of interest in its first section. It follows with a range of potential strategies and investments aimed at resolving these challenges and improving mobility for these communities.

COMMUNITY AND STAKEHOLDER ENGAGEMENT

The following section describes the methodology and key findings from community and stakeholder engagement processes undertaken as part of the Study. The full results of these processes – including profile of community survey respondents, typical transportation modes and needs, and priorities and recommendations – are displayed in the Appendix.

As stated previously, the six key populations identified for this assessment (which have significant overlap between them) are as follows. Note that the letters are used throughout to refer to each population.

- Population A, foster youth.
• Population B, people with serious mental illness and/or medical conditions accessing County services.
• Population C, people with serious mental illness and/or medical conditions who have been released from County jail, County hospital, or community-based service programs.
• Population D, older adults and people with disabilities.
• Population E, non-risk criminal witnesses and victims of crime.
• Population F, adults on probation.

Methodology

Stakeholder Interviews

The consultant team conducted twelve stakeholder interviews with thirteen stakeholders with expertise working with the key populations. The stakeholders who were interviewed and their agency/department are listed in Figure 3-1, with the aligned key populations noted.

Figure 3-1 Stakeholder Interviews

<table>
<thead>
<tr>
<th>Stakeholders Interviewed</th>
<th>Agency/ Department</th>
<th>Populations Represented by Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Gerrior, Director</td>
<td>Custody Health</td>
<td>X</td>
</tr>
<tr>
<td>Chris Engelstad, Senior Health Care Program Manager</td>
<td>Custody Health</td>
<td>X</td>
</tr>
<tr>
<td>Anu Perumattam, Quality Improvement Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Todd Landreneau, Director of Adult and Older Adult Services</td>
<td>Department of Behavioral Health Services</td>
<td>X X X X X</td>
</tr>
<tr>
<td>Sylvia Mata, Supervising Victim Advocate</td>
<td>District Attorney’s Office</td>
<td>X</td>
</tr>
<tr>
<td>Xan Anguiano, Rehabilitation Officer</td>
<td>Sheriff’s Office</td>
<td>X X</td>
</tr>
<tr>
<td>Benita McLarin, Chief Operating Officer</td>
<td>Santa Clara Valley Medical Center</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>Donna Cretcher, Whole Person Care Manager</td>
<td>Santa Clara Valley Medical Center</td>
<td>X X</td>
</tr>
<tr>
<td>Jermaine Hardy, Assistant Chief</td>
<td>Probation Department</td>
<td>X X X</td>
</tr>
<tr>
<td>Javier Aguirre, Director</td>
<td>Office of Reentry Services</td>
<td>X X X</td>
</tr>
<tr>
<td>Debra Porchia-Usher, Chief Deputy Director</td>
<td>Social Services Agency</td>
<td>X X X</td>
</tr>
<tr>
<td>Jim Ramoni, Director, Department of Aging &amp; Adults Services (DAAS)</td>
<td>Social Services Agency</td>
<td>X X</td>
</tr>
<tr>
<td>Jennifer Kelly, Senior Management Analyst</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vanessa Merlano, Senior Nutrition Program Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diana Miller, Seniors’ Agenda Project Director</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

35 Position when stakeholder interview was conducted.
Focus Groups

The consultant team conducted seven focus groups that engaged all six key populations. The type of participants who were recruited and the locations for each focus group are listed in Figure 3-2, with the aligned key populations noted.

<table>
<thead>
<tr>
<th>Participants Recruited for Focus Group</th>
<th>Site and City</th>
<th>Populations Represented by Participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>Older adults and people with disabilities</td>
<td>Centennial Senior Center, Morgan Hill</td>
<td>X</td>
</tr>
<tr>
<td>Transition age (18-24) foster youth</td>
<td>The Hub, San José</td>
<td>X X</td>
</tr>
<tr>
<td>Adults in reentry (i.e., released from jail or on probation) with serious mental health and/or medical conditions</td>
<td>Reentry Resource Center, San José</td>
<td>X X X</td>
</tr>
<tr>
<td>People with disabilities and older adults</td>
<td>Silicon Valley Independent Living Center, San José</td>
<td>X X</td>
</tr>
<tr>
<td>Adults on probation</td>
<td>Northside Community Center, San José</td>
<td>X X X X X</td>
</tr>
<tr>
<td>Patient and Family Advisory Team members and patients who had previously been discharged from hospital</td>
<td>Santa Clara Valley Medical Center, San José</td>
<td>X X X</td>
</tr>
<tr>
<td>Providers working with survivors of domestic violence and/or trafficking</td>
<td>Community Connections, Gilroy</td>
<td>X X X X X X</td>
</tr>
</tbody>
</table>

Community Survey

The consultant team collected 795 surveys but excluded 61 because they either reported living outside of Santa Clara County or were not part of any of the six key populations. Overall, 734 surveys were included in the analysis.
WHAT’S WORKING

Identified via Community Survey

As shown on the following page, half of all survey respondents and at least two out of five survey respondents in each key population reported that the County agencies/programs with which they interact had helped them navigate transportation options.

Figure 3-3 The County agencies/programs that I interact with have helped me figure out transportation.

Identified via Focus Groups

While the transportation system could still be improved in many ways, many focus group participants shared that the County, and especially San Jose, has good public transportation options that they can use to get where they need to go (with appropriate planning).

Focus group participants identified the following positive aspects of public transportation:

- VTA buses now have Wi-Fi/wireless internet.
- The bus schedule is usually very reliable, especially if you use the app to plan when you need to leave to catch the bus.
- Emergency procedures are well-marked on public transit.
- Many bus drivers are friendly.

One of the participants in the Reentry Resource Center focus group also expressed appreciation that they had been able to ride the buses overnight when they had been homeless, which that person felt was safer than other options.

Older adults and people with disabilities who use VTA Access paratransit shared that phone access to paratransit has improved somewhat and that many Access drivers are “fantastic.”

Valley Medical Center patients shared that taxi vouchers/reimbursements provided through Medi-Cal were very helpful in getting to and from doctor appointments. They also were excited that they can also be used to get to doctor-recommended wellness programs (e.g., swimming to rebuild strength post-surgery).
Focus group participants with limited vision reported that their phone’s GPS and auditory directions were very helpful and have prevented them from getting lost.

People also expressed appreciation for the 15-minute window allowed for Santa Clara Valley Medical Center appointments, as that has sometimes kept them from missing an appointment when the VTA buses are running behind schedule and/or traffic is worse than usual.

**Identified via Stakeholder Interviews**

Stakeholders who were interviewed expressed appreciation for the transportation services and supports (e.g., bus tokens, UPLIFT bus passes, taxi vouchers) that are currently available to clients, patients, and community members. They also reported that the available services and supports are often provided inconsistently and without a clear system because they are such limited resources compared to the level of need. They also highlighted the following when asked what is currently working well to support the key populations.

Santa Clara Valley Medical Center supports people in Population B, people with serious mental illness and/or medical conditions accessing County services, by:

- Transporting some clients (e.g., people in the homeless program, patients with serious mental illness) to and from appointments—or at least picking them up and bringing them to appointments.
- Providing valet parking so patients can save time parking and avoid needing to walk between the parking garage and Medical Center.
- Providing schedules for nearby VTA bus routes at hospitals and some clinics (sometimes via an electronic kiosk).

In addition to the support available to Population B, the County supports Population C, people with serious mental illness and/or medical conditions released from County jail, County hospital, or community-based services by:

- Locating multiple services at a single site (the Reentry Resource Centers) reduces the number of places clients need to visit and the time required to travel to those destinations.
- Having community workers enroll inmates in programs and/or services before their release both help ensure that the inmates access those resources and reduce the trips they need to take after being released to enroll in certain benefits.
- Providing a delivery service for prescriptions to a few community-based providers that work with people with serious mental illness who have been released from County jail.

Stakeholders reported that for people in Population D, older adults and people with disabilities, who qualify for VTA Access paratransit, it is an effective transportation service. This is especially true for people who live in urban parts of the County.

**TOP TRANSPORTATION CHALLENGES**

Half of survey respondents identified the cost of transportation as one of their top three transportation challenges. The distance between one’s home and public transit stop or hub (the “first mile” dilemma) and the distance between one’s destination and the nearest transportation stop (the “last mile” dilemma) were the next most commonly identified transportation challenges. These challenges align with two of the top three factors that survey respondents considered most important for determining how they got somewhere: cost and the first/last mile dilemma.
One in five survey respondents identified each of the following in their top three challenges: not being able to make same-day transportation plans, traveling outside of Santa Clara County, and physical inaccessibility of a vehicle/mode.

Between 13% and 16% of respondents identified these as their top challenges: language barriers, making evening trips, making weekend trips, making early morning trips, and physical barriers near one’s destination or starting point.

**Figure 3-4 Top Transportation Challenges (n = 670)**

1. **Half** of survey respondents identified the **cost of transportation** as one of their top three transportation challenges.

2. **First-mile and last-mile connection problems** were the next most commonly identified transportation challenges.
While the cost of transportation and the first/last mile dilemma were consistently the top two challenges for all key populations, the next most common transportation challenges varied by key population.

Twenty-eight percent of respondents from Population A, youth in foster care (n=18), identified making early morning trips, making weekend trips, and physical barriers near destination or starting point in their top three transportation challenges. Twenty-two percent of respondents identified needing to make transportation plans one or more day in advance in their top three transportation challenges.

The next most common transportation challenges for respondents in Populations B, people with serious mental illnesses and/or medical conditions accessing County services (n=529), C, clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs (n=128), and D, older adults and people with disabilities (n=577) were:

- Needing to make transportation plans one or more days in advance/their inability to make same-day transportation plans (22% for B, 23% for C, 19% for D),
- Traveling outside Santa Clara County (22% for B, 23% for C, 19% for D), and
- Physical inaccessibility of the vehicle (20% for B, 23% for C, 21% for D),

Between 20% and 22% of respondents from Population E, non-risk criminal witnesses and victims of crime (n=86), identified making evening trips, physical barrier near their destination or starting point, and traveling outside of Santa Clara County in their top three transportation challenges.

Twenty-seven percent of respondents from Population F, adults on probation (n=95), identified needing to make transportation plans one or more day in advance (in other words, their inability to make same-day transportation plans) in their top three transportation challenges, while 18% identified physical barriers near transportation and another 18% identified the physical inaccessibility of the vehicle in their top transportation challenges.
Additional information that focus group participants shared about these and other transportation challenges is presented in the Appendix. That section discusses the following challenges:

- Cost / Affordability
- Time/Distance Challenges
- Safety
- Physical Accessibility
- East of Use and Overall User-Friendliness

**IMPACT OF TRANSPORTATION CHALLENGES**

**Ability to Get to Key Destinations**

Between 13% and 26% of respondents in each population reported not being able to get where they need to go.

Figure 3-6  I am able to get to the destinations where I need to go.

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Group Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>83%</td>
<td>Overall (n=610)</td>
</tr>
<tr>
<td>83%</td>
<td>B. Individuals with serious mental illnesses and/or medical conditions accessing County services (n=492)</td>
</tr>
<tr>
<td>82%</td>
<td>D. Disabled adults and older adults meeting daily needs (n=521)</td>
</tr>
<tr>
<td>72%</td>
<td>E. Non-risk criminal victims of crime (n=85)</td>
</tr>
<tr>
<td>71%</td>
<td>A. Youth engaged in Foster Care and F. Adults served by the Probation Department (n=100)</td>
</tr>
</tbody>
</table>

**Hard-to-Reach Destinations**

Survey respondents also identified the five places that are most difficult for them to get to (of those locations they visit at least once a month). Overall (n=608), three out of five (61%) respondents selected a clinic or hospital; half (51%) identified a community, senior, or family resource center; and one-third (32%) identified other government facilities/offices amongst their top five most challenging regular destinations. One out of four (25%) identified counseling, therapy, or substance use treatment as one of their most challenging regular destinations, and one out of five (19%) identified their workplace as one of their most hard-to-get-to destinations.
Respondents in Populations C, clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs (n=123), E, non-risk criminal witnesses and victims of crime (n=82), and F, adults on probation (n=89), were the most likely to select a homeless/domestic violence shelter or temporary housing (43%, 29%, and 26%, respectively) as one of their most challenging frequent destinations.

Additionally, respondents in Population F, adults on probation (n=89), were more likely than those in other populations to identify the following places in their top five hard-to-get-to regular destinations:

- Counseling, therapy, or substance use treatment (39%)
- Courthouse (34%)
- Probation Department (29%)
- Jail or detention facility (11%).

Focus group participants specifically identified the following places as being particularly challenging for them to visit:

- Places outside of Santa Clara County (especially Redwood City for people who use VTA Access paratransit or taxi vouchers paid for by MediCal)
- Veteran’s Administration (VA) Clinic in Palo Alto
- Family Court in San Jose (First Street)
- Criminal Courts (San Jose location on West Hedding and Morgan Hill location)
- Places outside of San Jose
- Downtown San Jose
- Eastside of San Jose
The main Social Services Agency offices (Centre Road, San Jose). Some participants also noted that the Santa Clara Valley Medical Center is currently difficult for them to get to due to construction that has obstructed the sidewalks.

Effectiveness of Transportation Services at Meeting County Goals

Overall, 5% of all respondents reported that, in the past year, they have nearly always missed appointments because of transportation challenges – and more than twice the percentage of respondents in Populations A, E, and F reported this. Overall, one in four respondents (24%) reported occasionally missing appointments in the past year because of transportation challenges. Again, the percentage of respondents in Populations A, E, and F were higher than respondents overall or respondents in other key populations.

Figure 3-8 Reported Frequency of Missing Appointments due to Transportation Challenges (past 12 months)

Both stakeholders and focus group participants shared some of the ways that the lack of transportation services can contradict specific that the County has, including preventing unnecessary costs. Examples that people shared included:

- The cost of having a County employee accompany and provide an in-person “warm handoff” for someone with serious mental illness released from jail to a treatment facility requires less funding than having the person be released with a taxi voucher who does not end up going into the treatment facility and as a result returns to jail within a few weeks.
- Providing transportation to low-income residents with serious medical conditions for follow-up appointments and targeted wellness programming can help prevent costly emergency care.
In addition to reducing overall costs that the County bears, expanded transportation services or resources could support some of the County’s programmatic goals. Some of the examples people shared included:

- Reducing recidivism for adults on probation.
- Increasing family reunification for children and youth in foster care.
- Increasing medication adherence for people with serious mental illness.
4 RECOMMENDED STRATEGIES

A summary of identified transportation challenges or gaps and the recommended strategies to help address these gaps is provided in Figure 4-1. Taken together, the strategies cover a broad and interconnected range of actions to improve mobility in a variety of ways for the study’s key populations. The recommended strategies are numbered and classified as either “Tier I” or “Tier II.” Tier I strategies are those which provide a high transportation benefit, have good community support (as indicated by the community engagement process of this study), leverage existing agency programs or resources, and can be implemented in stages or have a lower total cost, making them more likely to be successfully implemented. Tier II strategies may rank high in one or more categories, but may serve relatively few people, be prohibitively expensive under current fiscal conditions, or may be more challenging to implement. Detailed summaries of key Tier I strategies are included following Figure 4-2.

Figure 4-1 Transportation Gaps and Recommended Strategies

<table>
<thead>
<tr>
<th>Tier (I or II)</th>
<th>Transportation Gap</th>
<th>Strategy #</th>
<th>Strategy Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>No single agency or person in County Executive’s Office (CEO) has been identified as responsible for coordinating transportation services and materials across the county.</td>
<td>1</td>
<td>Work with MTC to designate the County as (or identify a contractor to be designated as) a Consolidated Transportation Service Agency (CTSA).</td>
</tr>
<tr>
<td>I</td>
<td>Transit and paratransit are not affordable for many key populations</td>
<td>2</td>
<td>Create a Mobility Manager position to oversee countywide transportation services and programs. The Mobility Manager, along with a representative from the County Executive’s Office, should meet with VTA to confirm implementation of countywide transportation strategies.</td>
</tr>
<tr>
<td>I</td>
<td>Quantify the financial impacts (i.e. potential revenue loss) of removing VTA’s transfer fare for cash-paying customers. Free transfers are only available for customers who pay with Clipper.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Tier (I or II)</td>
<td>Transportation Gap</td>
<td>Strategy #</td>
<td>Strategy Description</td>
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<tr>
<td>----------------</td>
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</tr>
<tr>
<td>II</td>
<td>(also served by Strategies 1, 2, 8, 9, 11, 23, and 30)</td>
<td>4</td>
<td>Work with MTC to offer low-income fare subsidies on VTA fixed-route services</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>5</td>
<td>Consider subsidies for VTA’s same-day paratransit option (for riders eligible for Access)</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>6</td>
<td>Expand the UPLIFT transit pass program – to low-income seniors, people with disabilities, etc. – to a broader range of community organizations. (e.g. senior nutrition centers, libraries). Currently, only very-low-income clients who are either homeless or at risk of homelessness and receiving assistance from nonprofits approved through County HMIS may qualify for UPLIFT</td>
</tr>
<tr>
<td>I</td>
<td>Some riders may have difficulty understanding and using public transit service, particularly limited-English-proficiency (LEP) communities</td>
<td>7</td>
<td>Ensure VTA website/materials are easily comprehensible and user-friendly to limited English speakers. Ensure that all transportation options have digital and auditory announcements of stops and routes, and that these announcements are consistently turned on.</td>
</tr>
<tr>
<td>II</td>
<td>Lack of frequent transportation services (especially transit) to some highly-utilized destinations (e.g. V.A. Hospital, SCVMC, Stanford Medical Center, social services offices, veterans centers, Elmwood Correctional Facility) (also served by Strategies 11, 20, 28, and 29)</td>
<td>8</td>
<td>Explore shuttle service funding partnerships with municipalities and major employers, to supplement existing transit service levels</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>9</td>
<td>Consider VTA partnerships with ride-hailing companies for lowest-density or hard-to-serve areas.</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>10</td>
<td>Ensure clients at Elmwood Correctional Facility have transportation provided to County Superior Court and other agencies for services.</td>
</tr>
<tr>
<td>I</td>
<td>Many clients earn too much to qualify for means-tested NEMT programs provided under Medi-Cal, and there is a need for expanded options for payment assistance to deal with income eligibility issues.</td>
<td>11</td>
<td>Consider expanding the availability of taxi vouchers and transit passes through HHS and Criminal Justice programs</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>12</td>
<td>Conduct additional research to prioritize sites that are most impacted by VTA service reductions, and evaluate feasibility of group trips to those sites.</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>13</td>
<td>Supplement Medi-Cal taxi options with Uber/Lyft, GoGo Grandparent, or Silver Ride (in accessible vehicles)</td>
</tr>
<tr>
<td>I</td>
<td>People do not have transportation support to reach follow up appointments before paratransit is approved (21-day period)</td>
<td>14</td>
<td>Offer interim paratransit eligibility to people with serious medical conditions (e.g. Redi-Wheels emergency eligibility in San Mateo County) Alternatively, offer subsidized Uber/Lyft rides in accessible vehicles (see Strategy 2 or 13)</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>15</td>
<td>Establish hospital discharge program that assists with paratransit application and ride (a specialized travel training program for hospital discharges)</td>
</tr>
<tr>
<td>Tier (I or II)</td>
<td>Transportation Gap</td>
<td>Strategy #</td>
<td>Strategy Description</td>
</tr>
<tr>
<td>--------------</td>
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</tr>
<tr>
<td>II</td>
<td>Many communities often need to travel outside of the County, and existing transportation options may only offer assistance for County transportation (e.g. VTA)</td>
<td>16</td>
<td>Offer cash value on Clipper Card to ensure seamless regional transit access, instead of transit passes limited to a single agency</td>
</tr>
<tr>
<td>I</td>
<td>There is low awareness in some communities of how to get transit passes</td>
<td>17</td>
<td>Develop training materials for caseworkers, correctional rehabilitation officers about transportation programs available to their clients (e.g. transit passes, ADA paratransit, TNC subsidies, etc.)</td>
</tr>
<tr>
<td>I</td>
<td></td>
<td>18</td>
<td>Client awareness campaign – marketing of new and existing transportation programs they can access</td>
</tr>
<tr>
<td>II</td>
<td>Family members are burdened by transportation costs incurred by caring for key populations</td>
<td>19</td>
<td>Provide transportation assistance (e.g. transit passes, gas cards) to verified low-income family members for key populations</td>
</tr>
<tr>
<td>I (also served by Strategies 8, 11, 12, 13, and 23)</td>
<td></td>
<td>20</td>
<td>Establish volunteer driver program that offers mileage reimbursement for drivers</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>21</td>
<td>Set up “Wheels to Work” program for automotive loans, insurance, and/or repairs (preferable if zero-emissions, due to statewide GHG goals)</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>22</td>
<td>Evaluate viability of car share programs designed for low-income communities</td>
</tr>
<tr>
<td>II</td>
<td>First/last-mile gaps – There is a need for better local connections to transit hubs, especially for people with limited mobility (also served by Strategies 8, 9, 11, and 20)</td>
<td>23</td>
<td>Expand bike share programs designed for low-income people – e.g. Bay Wheels, with options for e-bikes or adaptive bikes</td>
</tr>
<tr>
<td>II</td>
<td>There is a need for expanded range of transportation options for victims of crime</td>
<td>24</td>
<td>Expand funding for taxi vouchers, TNC rides, UPLIFT transit passes to organizations serving victims of crime while under case management</td>
</tr>
<tr>
<td>II</td>
<td>Some focus group participants expressed a need for updated VTA driver training related to working with people with disabilities and people with SMI</td>
<td>25</td>
<td>Ensure greater transparency between transportation providers and clients about their driver training programs, and how to report issues</td>
</tr>
<tr>
<td>II</td>
<td>Some VTA riders are applying for paratransit eligibility just to get a free transit pass</td>
<td>26</td>
<td>Clarify VTA Access eligibility requirements to discourage unqualified applications, reduce VTA’s administrative expense</td>
</tr>
<tr>
<td>II</td>
<td>Bus stop features and amenities need improvement in many locations</td>
<td>27</td>
<td>Work with VTA and Public Works to evaluate improvements to bus stop amenities at high-ridership locations (e.g. lighting, safer pedestrian crossings, trash receptacles, real-time info. displays)</td>
</tr>
<tr>
<td>II</td>
<td>Social service offices are often located in “transit deserts”</td>
<td>28</td>
<td>Explore regulatory incentives to encourage agencies to locate in transit-friendly locations</td>
</tr>
<tr>
<td>Tier (I or II)</td>
<td>Transportation Gap</td>
<td>Strategy #</td>
<td>Strategy Description</td>
</tr>
<tr>
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</tr>
<tr>
<td>I</td>
<td></td>
<td>29</td>
<td>Provide more private vehicles to community-based organizations to transport their clients. Nonprofits can use the same mileage-reimbursement model as the TRIP volunteer driver program (strategy 20).</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>30</td>
<td>Reduce the number of trips and/or amount of effort needed for trips (when possible)—including by locating services near other key destinations and in areas served by transit.</td>
</tr>
<tr>
<td>II</td>
<td>People with serious mental illness (SMI) upon release from jail are released without sufficient information to get needed transportation for meds/services</td>
<td>31</td>
<td>Transportation Navigator program to assist people with SMI.</td>
</tr>
<tr>
<td>I</td>
<td>When a client is released close to 5pm, some Reentry Resource Centers are closed and they have to rely on community-based organizations — some correctional facilities interpret release times literally</td>
<td>32</td>
<td>Expand access to transit for people recently released from County jail or state prison.</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>33</td>
<td>Leverage community-based organizations to improve transportation options for clients upon their release, such as Stanford University’s Ride Home program.</td>
</tr>
<tr>
<td>II</td>
<td>People under 18 cannot participate in many mobility options due to age restrictions (e.g. Uber/Lyft, bike share), and they typically have limited access to private cars and credit/debit cards</td>
<td>34</td>
<td>Consider a student transit pass program modeled after the Alameda County program.</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>35</td>
<td>Consider a program to ensure school continuity when family placement changes, like the one in LA County that uses caregiver mileage reimbursement, student transit passes, and ride-hailing (for students) with HopSkipDrive.</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>36</td>
<td>Consider a program to improve transportation options for parents in court-ordered reunification plans (e.g. VTA transit passes, with some ride-hailing).</td>
</tr>
<tr>
<td>I</td>
<td>Lack of affordable same-day options to book a ride from paratransit and taxis for people on Medi-Cal</td>
<td>37</td>
<td>Work to develop an affordable, agency-operated on-demand transit option for non-emergency medical and wellness services.</td>
</tr>
<tr>
<td>II</td>
<td></td>
<td>38</td>
<td>Introduce subsidized ride-hailing pilot for NEMT.</td>
</tr>
</tbody>
</table>
The consulting team developed evaluation criteria that were selected based on a combination of factors:

- They reflect the objectives of the Transportation Needs Assessment.
- They reflect criteria that have been used in other Community-Based Transportation Plans in the Bay Area.

The criteria used to evaluate the solutions proposed are as follows:

**Funding and Cost Criteria**

**Cost:** Is the overall cost within a range that can realistically be funded with available and potential sources, taking into account grants from the private or public sector or user fares/fees?

**Cost per beneficiary:** A broad range of few-to-many beneficiaries is compared to the cost of a program. Even if a program’s total cost is low, if it reaches very few people it might still have a high cost per beneficiary. This would not necessarily eliminate a project from consideration if it ranked highly on other criteria. Similarly, even though a program’s total cost is high; if it reaches many people it might still have a low cost per beneficiary.

**Funding availability and sustainability:** To the degree possible, strategies and related projects should have stable sources of funding to cover day-to-day operations and to provide matching funds required for federal and state grants. In the case of pilot, demonstration, or capital projects, there should be a reasonable likelihood of continued funding for operations. It is recognized that continued funding can never be guaranteed, as it is subject to budget processes, as well as the decisions and priorities of funders.

**Leveraging resources:** It is desirable for strategies and projects to help tap into other funding sources, especially new sources not previously available. Displacing existing funding is discouraged.

**Transportation Benefits Criteria**

**Number of key populations served:** Strategies that address multiple problems and serve multiple customer groups and trip purposes are preferred.

**Number of beneficiaries:** In general, improvements that benefit more people are preferred to those that benefit few. However, the needs of relatively small groups might be considered particularly critical based on criteria under the heading “Community.”

**Unserved needs:** Projects are preferred that address gaps left by other services rather than duplicating, overlapping with, or competing with other services. Note that the relative importance of various needs is a matter for local priorities as addressed under “Community.”

**Measurable benefits:** As much as possible, there should be ways to measure how a strategy is benefiting target groups, whether in terms of numbers of people served, numbers of trips provided, improved measures of service quality, etc.

**Implementation Criteria**

**Staffing:** Would the County or other sponsoring agencies need to hire additional staff to implement the project?
Technology: Does the sponsoring agency need to procure additional software or technology to implement the project?

Training: Do staff at sponsoring agencies need additional training to effectively carry out the project?

Implementation timeline: Strategies that will produce results quickly are preferred, as long as they are also sustainable. Projects with long-term payoffs should have some form of measurable accomplishments in the short run.

Examples: Have other, similar-sized jurisdictions completed comparable projects that can advise the County’s efforts?

Coordination: Strategies that involve coordination, for example among multiple organizations.

The consultant team applied the above criteria to the strategies based on the information gathered from the community engagement process and from existing transportation services. While the evaluation includes a mix of qualitative and quantitative factors, the overall review is necessarily somewhat subjective based on the community context and the consultant’s experience.

Figure 4-2 provides a list of recommended Tier 1 and Tier 2 strategies.
## Transportation Strategies: Implementation Details and Program Parameters

<table>
<thead>
<tr>
<th>Tier (I or II)</th>
<th>Strategy #</th>
<th>Strategy Description</th>
<th>Implementation Details</th>
<th>Key Populations Served</th>
<th>Program Parameters</th>
</tr>
</thead>
<tbody>
<tr>
<td>I 1</td>
<td>Work with MTC to designate the County as (or identify a contractor to be designated as) a Consolidated Transportation Service Agency (CTSA).</td>
<td>The Metropolitan Transportation Commission (MTC) can designate a CTSA for Bay Area counties. Previously Outreach &amp; Escort had been a designated CTSA in Santa Clara County.</td>
<td>All</td>
<td>CTSA’s are required to submit Action Plans to the CA Legislature. Plans are intended to reflect the strengths of existing services, correcting deficiencies and maximizing transportation benefits possible through coordination and/or consolidation of services.</td>
<td></td>
</tr>
<tr>
<td>I 2</td>
<td>Create a Mobility Manager position to oversee countywide transportation services and programs.</td>
<td>At minimum it would be 1 full-time job for coordination of transportation services (e.g., overseeing transportation navigator and overseeing implementation plan). The Mobility Manager, along with a representative from the County Executive’s Office, should meet with VTA to confirm implementation of countywide transportation strategies.</td>
<td>All</td>
<td>This position could be located within the County Executive’s Office (CEO) or within another department/agency (e.g., Fleet &amp; Facilities)</td>
<td></td>
</tr>
<tr>
<td>I 3</td>
<td>Quantify the financial impacts (i.e. potential revenue loss) of removing VTA’s transfer fare for cash-paying customers. Free transfers are only available for customers who pay with Clipper.</td>
<td>Work with VTA on eliminating transfer penalty for cash-paying customers, digital/auditory announcements, service redesign</td>
<td>D</td>
<td>Coordinate a fare evaluation to study impacts of removing transfer fare for cash-paying customers</td>
<td></td>
</tr>
<tr>
<td>I 7</td>
<td>Ensure VTA website/materials are easily comprehensible and user-friendly to limited English speakers</td>
<td>Conduct an annual post-hoc public rider survey about the readability of VTA materials for limited English speakers, especially with respect to VTA’s Next Network service changes. Typically surveys ask riders if the website, schedules, maps, timetables, etc. are easy to understand. Ensure that all transportation options have digital and auditory announcements of stops and routes, and that these announcements are consistently turned on.</td>
<td>D</td>
<td>VTA appears to have robust processes to ensure Title VI compliance. See Next Network Transit Service Equity Analysis (2016), Limited English Proficiency Plan (2016) - ensure these are regularly updated after the rollout of Next Network.</td>
<td></td>
</tr>
<tr>
<td>I 11</td>
<td>Expand availability of taxi vouchers and transit passes through HHS and Criminal Justice programs</td>
<td>Work with HHS, Criminal Justice programs to distribute taxi vouchers, transit passes, TNC ride codes/reservations</td>
<td>B, C, D, F</td>
<td>Increase funding for caseworkers, discharge planners who distribute taxi vouchers, VTA transit passes, TNC credits/vouchers directly to low-income clients who earn too much to qualify for Medi-Cal (ex. HH incomes $25K - $50K)</td>
<td></td>
</tr>
<tr>
<td>I 13</td>
<td>Supplement Medi-Cal taxi options with Uber/Lyft, GoGoGrandparent, or Silver Ride (in accessible vehicles)</td>
<td>Work with Silver Ride, GoGoGrandparent, Uber, or Lyft to supplement Medi-Cal taxi options with wheelchair accessible vehicles</td>
<td>B, D</td>
<td>Enroll VMC and other HHS facilities in Uber Health/Lyft Concierge options for patients who need transportation assistance</td>
<td></td>
</tr>
<tr>
<td>I 14</td>
<td>Offer interim paratransit eligibility to people with serious medical conditions (e.g. Redi-Wheels emergency eligibility in San Mateo County)</td>
<td>Work with the VTA Advisory Committee for advocacy VMC trains discharge planners on application requirements for interim ADA paratransit eligibility; provides travel training to clients; and coordinates same-day transportation (see Strategies 1, 11, or 13)</td>
<td>B, D</td>
<td>Focus on the largest underserved medical facilities, like the smaller VMC campuses, for the hospital discharge program Work with VTA Access to define terms of interim paratransit eligibility</td>
<td></td>
</tr>
<tr>
<td>I 15</td>
<td>Establish hospital discharge program that assists with paratransit application and ride (a specialized travel training program for hospital discharges)</td>
<td>All County social services agencies create updated training materials for caseworkers and other client-facing staff focusing on the range of available transportation options</td>
<td>B, C, D, E, F</td>
<td>Assist agencies like Reentry, VMC, DA, BHS, SSA by developing materials on the transit pass options available to clients - print, physical signage, web, social media, etc.</td>
<td></td>
</tr>
<tr>
<td>I 17</td>
<td>Develop training materials for caseworkers, correctional rehabilitation officers about transportation programs available to their clients (e.g. transit passes, ADA paratransit, TNC subsidies, etc.)</td>
<td>All</td>
<td></td>
<td></td>
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<tr>
<td>Tier (I or II)</td>
<td>Strategy #</td>
<td>Strategy Description</td>
<td>Implementation Details</td>
<td>Key Populations Served</td>
<td>Program Parameters</td>
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<tr>
<td>I</td>
<td>18</td>
<td>Client awareness campaign – marketing of new and existing transportation programs they can access</td>
<td>All County social services agencies initiate client-oriented marketing campaigns</td>
<td>B, C, D, E, F</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>20</td>
<td>Establish volunteer driver program that offers mileage reimbursement for drivers</td>
<td>Focus on seniors/people with disabilities who have transportation challenges - i.e. no transit available where they live or mobility challenges</td>
<td>D</td>
<td>Allow seniors/people with disabilities to apply for ride assistance or via referrals from caseworkers, neighbors. Riders can recruit their own volunteer drivers. Rides scheduled between riders/drivers as mutually convenient. Rides provided in drivers’ personal vehicles - no restrictions on origins/destinations, available 24/7. Free to passengers, but offer drivers mileage reimbursement - could be distributed through ride-matching platforms like Waze Carpool or Ride Amigos.</td>
</tr>
<tr>
<td>I</td>
<td>29</td>
<td>Provide more private vehicles to CBOs to transport their clients</td>
<td>Nonprofits can use the same mileage-reimbursement model as the TRIP volunteer driver program (strategy 20)</td>
<td>All</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>32</td>
<td>Expand access to transit for recently incarcerated people</td>
<td>Work with VTA to allow jails/prisons to provide UPLIFT passes valid for 60 days, until they can reinstate their driver’s license, apply for paratransit, or purchase other transit passes.</td>
<td>C</td>
<td>This strategy would help address CHAVEZ remedial plan/Federal Consent Decree</td>
</tr>
<tr>
<td>I</td>
<td>37</td>
<td>Work to develop an affordable, agency-operated on-demand transit option for non-emergency medical and wellness services</td>
<td>Consider working with VTA to apply for “Rides to Wellness” funding to develop same-day non-emergency medical transportation options. Could be part of Mobility Access Program (MAP) demand-response option, or also Guaranteed Ride Home - for seniors/disabled/low-income</td>
<td>B, D</td>
<td>Agency-operated, eligibility limited to clients of participating nonprofit orgs during pilot, then expanding to general public</td>
</tr>
<tr>
<td>II</td>
<td>4</td>
<td>Work with MTC to offer low-income fare subsidies on VTA fixed-route services</td>
<td>MTC is exploring low-income fare subsidies as part of its regional fare consolidation/next-gen Clipper work (youth, seniors and people with disabilities already get discounted fares)</td>
<td>B, C, E, F</td>
<td>Study fare subsidies for riders with low incomes. Eligibility threshold could be 200% FPL based on household size, for riders ages 19 to 64. Enrollment locations could include colleges/universities, community health clinics, libraries, shopping centers, social services offices, etc.</td>
</tr>
<tr>
<td>II</td>
<td>5</td>
<td>Consider subsidies for VTA’s same-day paratransit option (for riders eligible for Access)</td>
<td>SSA’s Senior Nutrition program already subsidizes some trips through non-profits, so there’s a disincentive for VTA to subsidize other trips - see if this option is available for Measure B funding</td>
<td>D</td>
<td>Offer means-tested subsidies for Access-eligible riders on premium, same-day ride requests</td>
</tr>
<tr>
<td>II</td>
<td>6</td>
<td>Expand UPLIFT model – to low-income seniors, people with disabilities, etc. – to a broader range of community orgs. (e.g. senior nutrition centers, libraries) – current eligibility: casework with nonprofits for low-income and/or homeless people, processed through County HMIS</td>
<td></td>
<td>D</td>
<td>Existing range of UPLIFT orgs shown in pp. 36-37 of Existing Conditions Report</td>
</tr>
<tr>
<td>II</td>
<td>8</td>
<td>Explore shuttle service funding partnerships with municipalities and major employers, to supplement existing service levels</td>
<td>Continue to increase coordination across departments/agencies/CBOs that serve the same populations/communities to achieve greater efficiency in transportation resources. Create custom maps/guides for each major destination including frequency, service hours, fare info, customer service #s, ADA, eligibility for other programs - themed for reentry, SMI individuals, disabilities</td>
<td>B, D, F</td>
<td>Employer/municipality pays 1/3 of the cost of new or additional service, while VTA pays 2/3. Look for major employers or municipalities in/near the high-demand destinations, such as: VMC, Veterans Services - Santana Row, Westfield VA Hospital (Palo Alto) - Stanford Research Park SUMC - Stanford Shopping Center Elmwood Correctional Center - Cisco</td>
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<tr>
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<td>II 9</td>
<td>Provide VTA schedules, rider info in all social services, govt offices, etc.</td>
<td>Continue to increase coordination across departments/agencies/CBOs that serve the same populations/communities to achieve greater efficiency in transportation resources</td>
<td>B, D, F</td>
<td>Have social services highlight their most in-demand destinations, and show VTA info for the routes/hours that connect them (e.g. VA hospital linked to veterans affairs office, hospitals linked to smaller clinics, jails linked to court system...)</td>
<td></td>
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<tr>
<td>II 10</td>
<td>Ensure clients at Elmwood Correctional Facility have transportation provided to County Superior Court and other agencies for services.</td>
<td>Examine potential for supplement (e.g. small circulator connecting jail to light rail on Tasman Drive)</td>
<td>C</td>
<td>See ride-hail strategy in 2 or finance late-night shuttle to Reentry Center (see strategy 8)</td>
<td></td>
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<tr>
<td>II 12</td>
<td>Conduct additional research to prioritize sites that are most impacted by VTA service reductions, and evaluate feasibility of group trips to those sites.</td>
<td>Begin with the largest meal sites (participants), most likely to drive-alone (from Existing Conditions report)</td>
<td>D</td>
<td>Funding partnerships with municipalities and major employers to increase service available on shared ride services to congregate meal sites</td>
<td></td>
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<tr>
<td>II 16</td>
<td>Offer cash value on Clipper Card to ensure seamless regional transit access, instead of transit passes limited to a single agency</td>
<td>Work with MTC, since they're already pursuing means-based fare program and Clipper 2.0, fare consolidation东</td>
<td>A, B, C, D, E, F</td>
<td>Clipper Card distribution could be prioritized for agencies whose clients have common regional travel needs (e.g. Reentry), older adults, people with disabilities Work with MTC to encourage fare reciprocity between transit agencies to reduce transfer fares Focus on transfers between VTA/SamTrans (highest priority), VTA/Caltrain, and VTA/BART (longer-term)</td>
<td></td>
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<tr>
<td>II 19</td>
<td>Provide transportation assistance (e.g. transit passes, gas cards) to low income family members for key populations</td>
<td>Coordinate with SSA</td>
<td>B, C, D, F</td>
<td></td>
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<tr>
<td>II 21</td>
<td>Set up a “Wheels to Work” program, for automotive loans, insurance, and/or repairs to support client employment or job training (preferable if zero-emissions, due to statewide GHG emissions reduction goals)</td>
<td>Incorporate zero emissions vehicles as part of any of these programs</td>
<td>C, D, F</td>
<td>Program participants should be employed or enrolled in job training program to be eligible</td>
<td></td>
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<tr>
<td>II 22</td>
<td>Evaluate viability of car share programs designed for low-income communities</td>
<td></td>
<td>C, D, F</td>
<td></td>
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<tr>
<td>II 23</td>
<td>Expand bike share programs designed for low-income people – e.g. Bay Wheels, options for e-bikes</td>
<td>Work with Bay Wheels to focus on siting bike share stations at key destinations (e.g. VMC, courts)</td>
<td>D</td>
<td>Expand Bay Wheels program to cover high-needs zones within the County Continue parameters of Bike Share for All program (great equity-oriented terms) - set up additional cash payment locations Consider dock-based and dockless operators including and in addition to Motivate Explore e-bikes and charging stations, adaptive bikes to assist older adults and people with disabilities Explore cargo bikes, bikes with child seats to enable wider range of trips</td>
<td></td>
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<tr>
<td>II 24</td>
<td>Expand funding for taxi vouchers, TNC rides, UPLIFT transit passes to organizations serving victims of crime while under case management</td>
<td>Work with SSA and District Attorney’s office to provide funding for taxi vouchers, UPLIFT transit passes</td>
<td>E</td>
<td>Same as Strategy 6</td>
<td></td>
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<td>Tier (I or II)</td>
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<td>II</td>
<td>25</td>
<td>Ensure greater transparency between transportation providers and clients about their driver training programs</td>
<td>Participatory training with drivers (e.g. scenarios on harassment, de-escalation) – consider working with Behavioral Health ATU (driver’s union) has had cooperative trainings with VTA in the past – they just renewed a CBA that may include info on sensitivity training Develop training materials for caseworkers, correctional rehabilitation officers</td>
<td>B, C, D</td>
<td>Focus on advocacy for people with disabilities via SVILC - same as Strategy 7</td>
</tr>
<tr>
<td>II</td>
<td>26</td>
<td>Clarify VTA Access eligibility requirements to discourage unqualified applications, reduce VTA’s administrative expense</td>
<td>Work with VTA to refer unqualified applicants to UPLIFT program (see 6) Consider in-person interviews for applicants - current process is phone-based only</td>
<td>D</td>
<td>Existing range of UPLIFT orgs shown in pp. 36-37 of Existing Conditions Report</td>
</tr>
<tr>
<td>II</td>
<td>27</td>
<td>Work with VTA and Public Works to evaluate improvements to bus stop amenities at high-ridership locations (e.g. lighting, safer pedestrian crossings, trash receptacles, real-time info. displays)</td>
<td>Evaluate current VTA Transit Passenger Environment Plan (2016) for opportunities</td>
<td>D</td>
<td>Conduct a bus stop audit of the VTA system - wrt/ accessibility requirements (e.g. dimensions, sidewalks, street furniture, signage, obstructions, cost estimates) Work with municipalities to contribute towards local bus stop improvements Consider a County funding contribution towards a VTA Bus Stop Improvement Study to identify these locations and prioritize bus stop improvements</td>
</tr>
<tr>
<td>I</td>
<td>28</td>
<td>Explore regulatory incentives to encourage agencies to locate in transit-friendly locations</td>
<td>Explore regulatory incentives to encourage agencies to locate in transit-friendly locations Consider working with municipalities to incentivize local zoning decisions that prioritize social service uses near transit Provide “Office hours” at local libraries (they’re a trusted place people value), pop-up locations in South County – others are senior centers, community centers Ensure libraries have social services and transit information available – even better if staff Navigators are available</td>
<td>All</td>
<td>County requests for proposals (RFPs) for service providers represent an opportunity for County government to influence locational decision-making. County criteria for selecting community-based groups for provision of services should include transit access as well as other criteria utilized at present. A growing portion of health care and social service programs are now operated by community-based groups that can provide smaller scale, neighborhood-oriented care that may be more cost-effective than county operated services. Service provider requirements on transit-accessible locations could come either from standard countywide administrative agency language or explicit requirements of the operational agency that go beyond the requirements.*</td>
</tr>
<tr>
<td>II</td>
<td>30</td>
<td>Reduce the number of trips and/or amount of effort needed for trips (when possible)— including by locating services near other key destinations and in areas served by transit.</td>
<td>Provide the option of taxi vouchers or other curb-to-curb service for some service providers working with single parents of multiple young children; fill prescriptions by mail; expand appointments that can be conducted by phone or video; mail checks (e.g., for youth in extended foster care) to a PO box or trusted community resource for people who do not have a permanent address; and co-locate services.</td>
<td>All</td>
<td></td>
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<tr>
<td>II</td>
<td>31</td>
<td>Transportation Navigator program to assist people with SMI</td>
<td>Work with Behavioral Health, VMC to staff and train the Navigator position</td>
<td>B</td>
<td>Travel training may involve classroom-based or other (online/mobile app-based) exercises, plus one-on-one instruction on how to use transit/paratransit. Trainers can evaluate which clients need to be accompanied on certain trip types, if necessary. Trainers may be employees of nonprofits, but housed within BHS and VMC facilities</td>
</tr>
<tr>
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<tr>
<td>II 33</td>
<td></td>
<td>Use community organizations to improve transportation options for clients upon their release</td>
<td>Coordinate transportation between jails/prisons and Reentry Centers via the Ride Home program (non-profit operated by Stanford’s Justice Advocacy Project) Negotiate with Supportive Housing to include Reentry centers and other CBOs as part of the UPLIFT provider network - see strategy 6</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>II 34</td>
<td></td>
<td>Consider a student transit pass program like Alameda County</td>
<td>See if this program would be eligible for Measure B funding</td>
<td>A</td>
<td>Provide students with free, unlimited transit passes on VTA/local operators and 50% discount on BART, Caltrain Avoid time-of-day restrictions Consider limiting eligibility to students who live more than 1/2 mile from school Program is administered by local school districts Integrate transit passes with student ID cards Conduct youth outreach to middle school students beginning in 6th grade</td>
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<tr>
<td>II 35</td>
<td></td>
<td>Consider a program to ensure school continuity when family placement changes, like the one in LA County that uses caregiver mileage reimbursement, transit passes (for students), and ride-hailing (for students) with HopSkipDrive</td>
<td>Coordinate with SSA to develop program design, determine eligibility</td>
<td>A</td>
<td>Work with HopSkipDrive or other youth-focused TNC to evaluate the feasibility of these options in Santa Clara County See LA County case study in peer review Pair with Strategies 2 and 9</td>
</tr>
<tr>
<td>II 36</td>
<td></td>
<td>Consider a program to improve transportation options for parents in court-ordered reunification plans (e.g. VTA transit passes, with some ride-hailing)</td>
<td>See EMBARK case study in peer review Pair with Strategies 2 and 9</td>
<td>A</td>
<td>Parent participants receive an individual transportation plan that includes child visitation, scheduled classes, therapy/mental health, court hearings, social services, etc. Program requires dedicated mobility managers/navigators to set up participants with a range of travel options: – volunteer drivers (see Strategy 20) – transit passes (see Strategy 4) – ride-hailing (see Strategy 2)</td>
</tr>
<tr>
<td>II 38</td>
<td></td>
<td>Introduce subsidized TNC pilot to improve access to destinations where fixed-route transit is infrequent or unavailable</td>
<td>Work with HHS, Criminal Justice programs to distribute taxi vouchers, transit passes, TNC ride codes/reservations</td>
<td>B, C, D, F</td>
<td>Several alternative approaches - could be means-tested for general public accessing medical services, replacement for non-ADA trips for Access-qualified riders, or general public first/last-mile subsidy to transit hubs</td>
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</table>
5 IMPLEMENTATION PLAN

Each solution is further qualified in terms of the roles and responsibilities of the strategy’s stakeholders, key performance indicators, potential sources of funding, likelihood of implementation during short-term to long-term horizons, relative cost estimates of implementation, and the relative complexity of staffing, training, and technology improvements needed. For purposes of this discussion, the implementation terms are defined as short term (up to two years), medium term (two to five years), and long term (five years or longer, or ongoing). Together, these elements constitute the study’s Implementation Plan, shown for each recommended solution in Figure 5-1. Each of the strategies identified as Tier I have more detailed implementation plans following Figure 5-1.

The strategies are sorted into three categories on the basis of the primary agency or agencies responsible for implementation:

- Strategies to be implemented by County agencies (Figure 5-1)
- Strategies to be implemented by County agencies in coordination with VTA (Figure 5-2)
- Strategies to be implemented by VTA (Figure 5-3)
## Figure 5-1 Transportation Strategy Implementation Plan: County Agencies

<table>
<thead>
<tr>
<th>Tier (I or II)</th>
<th>Strategy #</th>
<th>Strategy Description</th>
<th>Lead or Champion</th>
<th>Roles &amp; Responsibilities</th>
<th>Key Performance Indicators</th>
<th>Staffing Needs</th>
<th>Technology Needs</th>
<th>Training Needs</th>
<th>Potential Funding Sources</th>
<th>Timeline</th>
<th>Cost to Implement</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>1</td>
<td>Work with MTC to designate the County as (or identify a contractor to be designated as) a Consolidated Transportation Service Agency (CTSA).</td>
<td>County Executive’s Office (CEO)</td>
<td>County CEO applies to MTC for approval of CTSA designation</td>
<td>Annual State funding grants received</td>
<td>Medium</td>
<td>Low</td>
<td>Low</td>
<td>MTC</td>
<td>Short-Term (Less than 2 years)</td>
<td>$100,000 to $500,000</td>
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<tr>
<td>I</td>
<td>2</td>
<td>Create a Mobility Manager position to oversee countywide transportation services and programs.</td>
<td>County Executive’s Office (CEO)</td>
<td>County CEO works with Human Resources to develop roles/responsibilities for the position of, and recruit and hire Mobility Manager. The Mobility Manager, along with a representative from the County Executive’s Office, should meet with VTA to confirm implementation of countywide transportation strategies.</td>
<td>Program performance metrics (e.g. ridership, participation, customer satisfaction)</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>MTC, Measure B</td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<tr>
<td>I</td>
<td>11</td>
<td>Consider expanding availability of taxi vouchers and transit passes through HHS and Criminal Justice programs</td>
<td>Health &amp; Hospital System (HHS)</td>
<td>Social services agencies (SSA, BHS, DA, HHS, Reentry, Custody Health Services) finance and distribute free transit passes to an expanded range of clients</td>
<td>Total transit pass distribution Annual cost Cost-per-client</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td>STA, LTP, Measure B, LCTOP</td>
<td>Short-Term (Less than 2 years)</td>
<td>$100,000 to $500,000</td>
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<tr>
<td>I</td>
<td>13</td>
<td>Supplement Medi-Cal taxi options with Uber/Lyft, GoGo Grandparent, or Silver Ride (in accessible vehicles)</td>
<td>Health &amp; Hospital System (HHS)</td>
<td>VMC engages with NEMT brokers and TNCs to enroll patients in sourced rides Medi-Cal, Medicare, or other insurance plans reimburse VMC for costs of rides to medical appointments</td>
<td>Rates of missed appointments Cost-per-ride Patient health outcomes</td>
<td>Low</td>
<td>High</td>
<td>Medium</td>
<td>VMC, insurance company funding (generally hospitals internalize the costs of NEMT)</td>
<td>Short-Term (Less than 2 years)</td>
<td>$500,000 to $1 million</td>
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<tr>
<td>Tier (I or II)</td>
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<td>Roles &amp; Responsibilities</td>
<td>Key Performance Indicators</td>
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<tr>
<td>I 15</td>
<td>Establish hospital discharge program that assists with paratransit application and ride (a specialized travel training program for hospital discharges)</td>
<td>Health &amp; Hospital System (HHS)</td>
<td>VMC trains discharge planners on application requirements for interim ADA paratransit eligibility; provides travel training to clients; and coordinates same-day transportation (see Strategies 1, 11, or 13)</td>
<td>Number of enrolled participants</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>VMC (costs of staff training)</td>
<td>Short-Term (Less than 2 years)</td>
<td>$100,000 to $500,000</td>
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<tr>
<td>I 17</td>
<td>Develop training materials for caseworkers, correctional rehabilitation officers about transportation programs available to their clients (e.g. transit passes, ADA paratransit, TNC subsidies, etc.)</td>
<td>Office of Reentry Services (ORS)</td>
<td>All County social services agencies create updated training materials for caseworkers and other client-facing staff focusing on the range of available transportation options</td>
<td>Transportation program enrollment and/or participation Advertising-related metrics such as page views, online engagement and click-through rates, distribution, and circulation</td>
<td>Medium</td>
<td>Low</td>
<td>High</td>
<td>STA, TFCA, Measure B, LTP, LTF, SB389 - MHSA (Mental Health Services Act) or similar fund</td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<tr>
<td>I 18</td>
<td>Client awareness campaign – marketing of new and existing transportation programs they can access</td>
<td>Victims Services Unit, Office of District Attorney</td>
<td>All County social services agencies initiate client-oriented marketing campaigns</td>
<td>Volunteer driver enrollment Client participation Total mileage reimbursement Cost-per-trip Frequent trip origins and destinations</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
<td>TFCA, Measure B, LTP</td>
<td>Short-Term (Less than 2 years)</td>
<td>$100,000 to $500,000</td>
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<tr>
<td>I 20</td>
<td>Establish volunteer driver program that offers mileage reimbursement for drivers</td>
<td>County Executive's Office (CED)</td>
<td>DAAS staff hires TRIP program coordinator, who recruits additional volunteer drivers for clients unable to recruit their own driver(s). TRIP program coordinator establishes reimbursement mechanism for volunteer drivers VMC, SSA, and BHS staff promote volunteer driver program as part of staff training and client marketing campaigns (Strategy 17/18)</td>
<td>Volunteer driver enrollment</td>
<td>Low</td>
<td>Low</td>
<td>TFCA, Measure B, LTP</td>
<td>Short-Term (Less than 2 years)</td>
<td>$100,000 to $500,000</td>
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## SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT | FINAL REPORT

### County of Santa Clara

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<tr>
<th>Tier (I or II)</th>
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<tr>
<td>I 28</td>
<td>Explore regulatory incentives to encourage agencies to locate in transit-friendly locations</td>
<td>County Executive’s Office (CEO) to coordinate with Fleet &amp; Facilities (FAF) and CEO’s Office of Countywide Contracting Management (OCCM)</td>
<td>Facilities and Fleets Department to coordinate with Procurement to adopt an internal requirement that new County buildings have “easy access to local transit and major modes of public transportation. Explore regulatory incentives to encourage agencies to locate in transit-friendly locations. SSA to coordinate with Procurement to update its criteria for selecting CBO partners for provision of services to include transit access criteria.</td>
<td>Percent of County social services facilities within ¼ mile of frequent transit service. Percent of CBO facilities within ¼ mile of frequent transit service.</td>
<td>Medium</td>
<td>Medium</td>
<td>Low</td>
<td>N/A</td>
<td>Long-Term (5+ years)</td>
<td>Below $100,000</td>
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<p>| II 10         | Ensure clients at Elmwood Correctional Facility have transportation provided to County Superior Court and other agencies for services. | Office of Reentry Services (ORS), Probation | Reentry to evaluate potential shuttle between Elmwood Correctional Facility and other key destinations (e.g., Reentry Centers, light rail on Tasman) Some Community Awaiting Placement Supervision (CAPS) releases are already walked over post-release to the Reentry Resource Center | Probation program attendance rates Cost-per-trip | Medium | Medium | Medium | Mobility for All, Access and Mobility Partnership, Integrated Mobility Innovation, MOD Sandbox, SB 1376, TFCA, LTP, Measure B | Medium-Term (2-5 years) | $100,000 to $500,000 |</p>
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<td>II</td>
<td>12</td>
<td>Conduct additional research to prioritize sites that are most impacted by VTA service reductions, and evaluate feasibility of group trips to those sites.</td>
<td>Social Services Agency (SSA)</td>
<td>DAAS staff to coordinate additional shuttle/van service to congregate meal sites, prioritizing the sites where participants are most impacted by recent VTA bus stop consolidation: India Community Center Northside Community Center First United Methodist Church of Sunnyvale Sunnyvale Community Center DAAS to coordinate this strategy with Strategies 2 and 13</td>
<td>Senior Nutrition Program participation Access mode share at congregate meal sites Cost-per-trip</td>
<td>High</td>
<td>Low</td>
<td>Medium</td>
<td>Section 5310, Measure B, STA, TFCA, LTP, LTF, municipalities, major employers, LCTOP</td>
<td>Medium-Term (2-5 years)</td>
<td>$100,000 to $500,000</td>
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<td>II</td>
<td>19</td>
<td>Provide transportation assistance (e.g. transit passes, gas cards) to low income family members for key populations</td>
<td>Social Services Agency (SSA) &amp; Behavioral Health Services (BHS)</td>
<td>SSA, Probation, and BHS to establish eligibility criteria for transportation assistance for low-income family members and/or caregivers of clients</td>
<td>Transit pass, gas card distribution Cost-per-participant</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td>TFCA, Measure B, LTP</td>
<td>Short-Term (0-2 years)</td>
<td>$100,000 to $500,000</td>
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<td>II</td>
<td>21</td>
<td>Set up a “Wheels to Work” program, for automotive loans, insurance, and/or repairs to support client employment or job training (preferable if zero-emissions, due to statewide GHG emissions reduction goals)</td>
<td>Behavioral Health Services (BHS), ideally with Probation</td>
<td>BHS, Probation to coordinate the terms of eligibility for financial assistance CBOs working with eligible clients to source used vehicles County can partner with local car donation agencies to repurpose, donate card to residents in need. CalWORKS provides some money for car purchase or repair but not loans. Social Services Agency can provide cost estimates for the number of CalWORKS recipients.</td>
<td>Percent of clients in work or job training programs Cost-per-participant Access to credit for participants</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
<td>TFCA, Measure B, LTP, CalWORKS</td>
<td>Medium-Term (2-5 years)</td>
<td>$100,000 to $500,000</td>
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<td>II</td>
<td>23</td>
<td>Expand bike share programs designed for low-income people – e.g. Bay Wheels, options for e-bikes</td>
<td>County Executive’s Office (CEO) to assign a champion or lead, depending on the Board of Supervisors’ response and how implementation progresses</td>
<td>City of San Jose Public Works to coordinate Bay Wheels expansion to high-need communities SSA to ensure prepaid debit card option is available as part of Bay Wheels’ Bike Share for All program (e.g. at public libraries, senior centers) Probation Department may provide helmet giveaways. Consider providing direct assistance to clients for bike purchases in areas far outside of Bay Wheels service zone.</td>
<td>Trips per device per day (utilization) Percent of fleet in service Devices per square mile Frequent origins and destinations Rider demographics</td>
<td>High</td>
<td>High</td>
<td>Medium</td>
<td>TFCA, Measure B, LTP, LCTOP, MTC, OBAG Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Long-Term (5+ years)</td>
<td>Over $5 million</td>
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<td>II</td>
<td>24</td>
<td>Expand funding for taxi vouchers, TNC rides, UPLIFT transit passes to organizations serving victims of crime while under case management</td>
<td>County Executive’s Office (CEO) to assign a champion or lead if/when needed depending on the Board of Supervisors’ response and how implementation progresses</td>
<td>SSA and Victims Services Unit of DA’s Office to coordinate additional funding for victims of crime City of San Jose and County HMIS to expand UPLIFT terms of eligibility to include clients of Victims Services Unit</td>
<td>Program participation Total rides Cost-per-participant</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>STA, TFCA, Measure B, LCTOP, LTP</td>
<td>Medium-Term (2-5 years)</td>
<td>$500,000 to $1 million</td>
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<td>II</td>
<td>30</td>
<td>Reduce the number of trips and/or amount of effort needed for trips (when possible)—including by locating services near other key destinations and in areas served by transit.</td>
<td>County Executive’s Office (CEO) to assign a champion or lead if/when needed depending on the Board of Supervisors’ response and how implementation progresses</td>
<td>Custody Health to evaluate costs of filling some client prescriptions by mail (VMC already does this); SSA, Probation to evaluate feasibility of conducting some appointments by phone or video; mailing checks All UPLIFT partners to consider using PO box or trusted community resource for reaching by mail clients who do not have a permanent address All County social services to evaluate potential to co-locate services.</td>
<td>Program operating costs Client attendance rates at appointments</td>
<td>Medium</td>
<td>Medium</td>
<td>Medium</td>
<td>N/A</td>
<td>Long-Term (5+ years)</td>
<td>Below $100,000</td>
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<td>II</td>
<td>31</td>
<td>Transportation Navigator program to assist people with SMI</td>
<td>Behavioral Health Services (BHS)</td>
<td>BHS, VMC to coordinate training and staffing the Navigator positions</td>
<td>Appointment attendance rates Public health outcomes</td>
<td>High</td>
<td>Low</td>
<td>High</td>
<td>STA, Measure B, LTP, Section 5310</td>
<td>Medium-Term (2-5 years)</td>
<td>$500,000 to $1 million</td>
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<td>II</td>
<td>33</td>
<td>Use community organizations to improve transportation options for clients upon their release (Companion to Strategy 6)</td>
<td>Office of Reentry Services (ORS)</td>
<td>Reentry to coordinate client transportation between jails/prisons and Reentry Centers via the Ride Home program (non-profit operated by Stanford’s Justice Advocacy Project) Probation, Reentry to coordinate with County HMIS to include Reentry centers and other CBOs as part of the UPLIFT provider network</td>
<td>Appointment attendance rates Recidivism rates</td>
<td>Medium</td>
<td>Low</td>
<td>High</td>
<td>Short-Term (Less than 2 years)</td>
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## Transportation Strategy Implementation Plan: County Agencies and VTA

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<td>I 3</td>
<td>Ensure VTA website/materials are easily comprehensible and user-friendly to limited English speakers. Ensure that all transportation options have digital and auditory announcements of stops and routes, and that these announcements are consistently turned on.</td>
<td>Senior Nutrition, Department of Aging &amp; Adult Services (DAAS), Social Services Agency (SSA) with the Office of Contracts Management (OCM)</td>
<td>VTA conducts annual rider surveys related to the user-friendliness and readability of VTA printed and digital materials for LEP speakers after the implementation of Next Network SILVC develops advocacy materials (print, social media, web, etc.) - collaboratively with or with help from Lighthouse of San Francisco, organizations with connections to limited-English proficiency communities at congregate meal sites for distribution</td>
<td>Customer satisfaction Advertising-related metrics such as page views, online engagement and click-through rates, distribution, and circulation</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td>Caltrans Sustainable Transportation Planning Grant</td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<td>I 29</td>
<td>Provide more private vehicles to community-based organizations (CBOs) to transport their clients</td>
<td>Fleet managers at County Facilities &amp; Fleets, VTA, and San Jose Public Works</td>
<td>Fleet managers at County Facilities &amp; Fleets, VTA, and San Jose Public Works evaluate vehicles that may be suitable for donation to CBOs Fleet managers provide vehicle inspections and maintenance and driver training. CBOs provide drivers and insurance. CBOs coordinates driver mileage reimbursement through TRIP model (Strategy 20)</td>
<td>Number of vehicles donated Annual O&amp;M costs Net change in CBO fleet sizes Total mileage reimbursement</td>
<td>Low</td>
<td>Medium</td>
<td>Medium</td>
<td>Measure B, STA, TFCA, LTP, LTF, LCTOP Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Long-Term (5+ years)</td>
<td>Over $5 million</td>
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<td>I 32</td>
<td>Expand access to transit for people recently released from County jail or State prison.</td>
<td>Office of Reentry Services (ORS)</td>
<td>Work with VTA to allow jails/prisons to provide UPLIFT passes valid for 60 days, until they can reinstate their driver’s license, apply for paratransit, or purchase other transit passes.</td>
<td>Recidivism rates</td>
<td>Low</td>
<td>Low</td>
<td>Medium</td>
<td></td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<td>II</td>
<td>6</td>
<td>Expand UPLIFT model – to low-income seniors, people with disabilities, etc. – to a broader range of community orgs. (e.g. senior nutrition centers, libraries)</td>
<td>VTA, County HMIS, and City of San Jose</td>
<td>VTA, County HMIS, and City of San Jose to coordinate expanded terms of eligibility and distribute funding</td>
<td>Number of partner CBOs Program enrollment Cost-per-participant Transit trips-per-participant</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>STA, TFCA, Measure B, LCTOP, LTP</td>
<td>Short-Term (Less than 2 years)</td>
<td>$1 million to $5 million</td>
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<td>II</td>
<td>16</td>
<td>Offer cash value on Clipper Card to ensure seamless regional transit access, instead of transit passes limited to a single agency</td>
<td>VTA, County HMIS, and City of San Jose</td>
<td>VTA and MTC coordinate distribution of pre-loaded Clipper Cards to UPLIFT program administrators (County HMIS, City of San Jose) and other social services agencies (SSA, BHS, Reentry, DA, VMC)</td>
<td>Transit pass enrollment Cost-per-participant Transit trips-per-participant</td>
<td>High</td>
<td>High</td>
<td>Medium</td>
<td>STA, TFCA, Measure B, LTP, LCTOP</td>
<td>Long-Term (5+ years)</td>
<td>Over $5 million</td>
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<td>II</td>
<td>22</td>
<td>Evaluate viability of car share programs designed for low-income communities</td>
<td>Office of Contracts Management (OCM), VTA, Caltrain, County Facilities &amp; Fleets, SSA</td>
<td>County procurement office to issue RFQ for car share operator VTA and Caltrain to identify and allocate suitable car share spaces at Caltrain, BART, and light rail stations County Facilities and Fleets to coordinate EV charging station installation at key sites. SSA to coordinate low-income membership discount program</td>
<td>Trips per vehicle per day (utilization) Percent of fleet in service Vehicles per square mile Vehicles within ¼ mile of key destinations Frequent origins and destinations Participant demographics</td>
<td>Medium</td>
<td>High</td>
<td>Medium</td>
<td>TFCA, Measure B, LTP</td>
<td>Medium-Term (2-5 years)</td>
<td>$1 million to $5 million</td>
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<td>25</td>
<td>Ensure greater transparency between transportation providers and clients about their driver training programs</td>
<td>SVILC</td>
<td>SVILC to coordinate with VTA and ATU (operator’s union) on updated training programs</td>
<td>Customer satisfaction Operator satisfaction</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
<td>N/A</td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<td>34</td>
<td>Consider a student transit pass program like Alameda County</td>
<td>SSA</td>
<td>SSA to establish terms of eligibility (e.g. students who live more than ½ mile from their school or are low-income) SSA to coordinate transit pass purchases from VTA</td>
<td>School attendance and graduation rates Student standardized test scores Transit ridership</td>
<td>High</td>
<td>High</td>
<td>High</td>
<td>LTP, Measure B, LCTOP Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/ Zuckerberg Initiative</td>
<td>Long-Term (5+ years)</td>
<td>Over $5 million</td>
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<td>II 35</td>
<td>Consider a program to ensure school continuity when family placement changes, like the one in LA County that uses caregiver mileage reimbursement, transit passes (for students), and ride-hailing (for students) with HopSkipDrive</td>
<td>SSA, FYS/HES</td>
<td>SSA and Office of Education Foster Youth and Homeless Educational Services (FYS/HES) to coordinate terms of eligibility and program design SSA to coordinate student transit passes with VTA SSA to coordinate with Procurement a ride-hailing partnership with HopSkipDrive</td>
<td>School attendance and graduation rates Student standardized test scores</td>
<td>Medium High High</td>
<td>LTP, Measure B, LCTOP</td>
<td>Medium-Term (2-5 years)</td>
<td>$1 million to $5 million</td>
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<td>II 36</td>
<td>Consider a program to improve transportation options for parents in court-ordered reunification plans (e.g., VTA transit passes, with some ride-hailing)</td>
<td>SSA</td>
<td>SSA to determine terms of eligibility and program design SSA to coordinate transit passes with VTA</td>
<td>Family reunification rates School attendance and graduation rates Student standardized test scores</td>
<td>Medium High High</td>
<td>LTP, Measure B, LCTOP</td>
<td>Medium-Term (2-5 years)</td>
<td>$500,000 to $1 million</td>
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<td>I</td>
<td>3</td>
<td>Quantify the financial impacts (i.e. potential revenue loss) of removing VTA’s transfer fare for cash-paying customers. Free transfers are only available for customers who pay with Clipper.</td>
<td>VTA conducts the fare policy study MTC provides funding through the Lifeline Transportation Program (LTP)</td>
<td>Change in annual fare revenues Ridership Customer satisfaction</td>
<td>Low</td>
<td>Low</td>
<td>Low</td>
<td>Caltrans Sustainable Transportation Planning Grant, LTP</td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<td>I</td>
<td>14</td>
<td>Offer interim paratransit eligibility to people with serious medical conditions</td>
<td>VTA establishes terms of interim ADA paratransit eligibility</td>
<td>Number of enrolled participants Change in ADA paratransit operating costs</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>VTA (costs of staff training)</td>
<td>Short-Term (Less than 2 years)</td>
<td>$100,000 to $500,000</td>
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<td>37</td>
<td>Work to develop an affordable, agency-operated on-demand transit option for non-emergency medical and wellness services</td>
<td>VTA manages and operates the pilot with agency staff and vehicles</td>
<td>Ridership Cost-per-passenger-trip Boardings per service hour Customer satisfaction Average wait times</td>
<td>Medium</td>
<td>High</td>
<td>High</td>
<td>FTA Mobility for All, Access and Mobility Partnership, Mobility on Demand (MOD) Sandbox Program, Section 5310, Measure B, LCTOP, LTF, LTP Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Medium-Term (2-5 years)</td>
<td>$1 million to $5 million</td>
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<td>Work with MTC to offer low-income fare subsidies on VTA fixed-route services</td>
<td>VTA supports MTC’s regional efforts on low-income fare subsidies by establishing local eligibility criteria and recommending program enrollment locations</td>
<td>VTA ridership Program enrollment Fare evasion rates</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>STA, TFCA, LCTOP, Measure B, LTP Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Medium-Term (2-5 years)</td>
<td>Over $5 million</td>
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<td>Consider subsidies for VTA’s same-day paratransit option (for riders eligible for Access)</td>
<td>VTA establishes rider eligibility criteria and coordinates this effort with Strategy 4</td>
<td>Access ridership Access enrollment Cost-per-trip Subsidy-per-trip</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>STA, TFCA, LCTOP, Measure B, LTP Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Medium-Term (2-5 years)</td>
<td>$1 million to $5 million</td>
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<tr>
<td>Tier (I or II)</td>
<td>Strategy #</td>
<td>Strategy Description</td>
<td>Roles &amp; Responsibilities</td>
<td>Key Performance Indicators</td>
<td>Staffing Needs</td>
<td>Technology Needs</td>
<td>Training Needs</td>
<td>Potential Funding Sources</td>
<td>Timeline</td>
<td>Cost to Implement</td>
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<tr>
<td>II</td>
<td>8</td>
<td>Explore shuttle service funding partnerships with municipalities and major employers, to supplement existing service levels</td>
<td>VTA to hire business development specialist to form service partnerships with under-served major employers and municipalities</td>
<td>Additional service hours, Ridership generated by additional service, Cost-per-trip, Subsidy-per-trip, Additional funding secured</td>
<td>Medium</td>
<td>Low</td>
<td>Low</td>
<td>Major employers, municipalities, LTF, LTP, LCTOP, Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Medium-Term (2-5 years)</td>
<td>$1 million to $5 million</td>
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<td>II</td>
<td>9</td>
<td>Provide VTA schedules, rider info in all social services, govt offices, libraries, senior centers, community centers, etc.</td>
<td>VTA outreach/marketing staff create customized transit maps and rider guides for major County social services destinations, ensure that these materials are periodically refreshed</td>
<td>Number of locations served</td>
<td>Medium</td>
<td>Medium</td>
<td>Low</td>
<td>Measure B, Section 5310, LTF</td>
<td>Medium-Term (2-5 years)</td>
<td>$100,000 to $500,000</td>
<td></td>
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<tr>
<td>II</td>
<td>26</td>
<td>Clarify VTA Access eligibility requirements to enhance accuracy of screening process, reduce VTA’s administrative and operating expenses</td>
<td>VTA to refer unqualified applicants to UPLIFT program (see Strategy 6)</td>
<td>VTA Access administrative costs, UPLIFT program participation</td>
<td>Medium</td>
<td>Low</td>
<td>Medium</td>
<td>N/A</td>
<td>Short-Term (Less than 2 years)</td>
<td>Below $100,000</td>
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<td>II</td>
<td>27</td>
<td>Work with VTA and San Jose Public Works to evaluate improvements to bus stop amenities at high-ridership locations served by study target populations (e.g. lighting, safer pedestrian crossings, trash receptacles, real-time info. displays)</td>
<td>VTA to conduct bus stop improvement study, following up on opportunities identified in its 2016 Transit Passenger Environment Plan</td>
<td>Percentage of bus stops meeting ADA compliance, Percentage of bus stops with key amenities (e.g. shelters, seating, real-time info.)</td>
<td>High</td>
<td>Medium</td>
<td>Low</td>
<td>Section 5307 Urbanized Area Formula Program, Section 5339 Buses and Bus Facilities Program, STA, LTF, LCTOP, STIP, Measure B, OBAG, LTP, Major employers, Private foundations such as Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative</td>
<td>Long-Term (5+ years)</td>
<td>Over $5 million</td>
<td></td>
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<tr>
<td>Tier (I or II)</td>
<td>Strategy #</td>
<td>Strategy Description</td>
<td>Roles &amp; Responsibilities</td>
<td>Key Performance Indicators</td>
<td>Staffing Needs</td>
<td>Technology Needs</td>
<td>Training Needs</td>
<td>Potential Funding Sources</td>
<td>Timeline</td>
<td>Cost to Implement</td>
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<tr>
<td>II</td>
<td>2</td>
<td>Introduce subsidized TNC pilot</td>
<td>VTA establishes program design, rider eligibility criteria, ensures regulatory compliance, coordinates procurement and data-sharing with TNCs, and monitors pilot program performance</td>
<td>Program ridership&lt;br&gt;Cost-per-trip&lt;br&gt;Subsidy-per-trip&lt;br&gt;Average passenger&lt;br&gt;wait time&lt;br&gt;Customer satisfaction&lt;br&gt;Percent dropped trips&lt;br&gt;Percent of trips in wheelchair-accessible vehicles&lt;br&gt;Frequent origins and destinations</td>
<td>Medium</td>
<td>High</td>
<td>Medium</td>
<td>Mobility for All, Access and Mobility Partnership, Integrated Mobility Innovation, MOD Sandbox, SB 1376, TFCA, LTP, Measure B</td>
<td>Short-Term (Less than 2 years)</td>
<td>$500,000 to $1 million</td>
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DISCUSSION OF TIER 1 STRATEGIES

Strategies to Be Implemented by County Agencies

Strategy 1: Work with MTC to designate the County as a Consolidated Transportation Service Agency (CTSA)

The CTSA designation empowers each county to build out a full mobility management program that facilitates coordination between local social service agencies and transportation providers. Santa Clara County should work with MTC to formally seek CTSA designation.

Lead or Champion:
County Executive’s Office (CEO)

Potential Sponsoring Agencies:
- County Executive’s Office (CEO)

Potential Funding Sources:
- **State:** Local Transportation Fund (LTF),
  State Transportation Assistance (STA), Caltrans
  Sustainable Transportation Planning Grant
- **Regional/County:** MTC Lifeline Transportation Program (LTP), BAAQMD Transportation Fund for Clean Air (TFCA)

Program Parameters:

Consolidated Transportation Services Agencies (CTSAs) are designated by county transportation commissions (CTCs), local transportation commissions (LTCs) regional transportation planning agencies (RTPAs), or metropolitan planning agencies (MPOs) under auspices of the Social Services Transportation Improvement Act of 1979 (Assembly Bill 120) to achieve the intended transportation coordination goals of that Act.

CSTAs are required by the Act to prepare Action Plans that reflect the strengths of existing services, correcting deficiencies and maximizing transportation benefits possible through coordination and/or consolidation of services. According to the Act, Action Plans must include the following:

1. The designation of a consolidated transportation service agency (CTSA) within the geographic area of jurisdiction of the transportation planning agency (MTC, in the case of Santa Clara County).

36 According to Article 3 of the California Transportation Development Act (TDA), up to five percent of the County’s funding under the Local Transportation Fund may be claimed by a CTSA for its operating costs, purchasing vehicles, or purchase of communications and data processing equipment. Two percent may be provided for bicycle facilities. The remaining funds must be used for transit and paratransit purposes.

More information available here:
2. An identification of the social service recipients to be served, of funds available for use by the consolidated or coordinated services, and an orderly strategy and schedule detailing the steps required to develop the financial program and management structure necessary to implement consolidated or coordinated services.

3. Measures to coordinate the social service transportation services with existing fixed-route service of public and private transportation providers.

4. Consolidation of social service transportation services shall, to the maximum extent possible, utilize existing agency operating and maintenance personnel and expertise. Effective use of employees of participating agencies shall be achieved without mandating that such employees become directly employed by the designated consolidated agency.

5. Local elected officials shall, to the maximum extent possible, be involved in the development of the Action Plans and other local actions necessary for the successful implementation of this part.

6. A public hearing shall be held on the Action Plan prior to its adoption by the MTC.

As a CSTA, Santa Clara County would also be required to submit an Inventory Report to the MTC prior to the adoption of its Action Plan. An Inventory Report must include the following:

1. An inventory of all existing public and private social service transportation services within the transportation planning agencies’ geographic areas of jurisdiction. A description of the amount and source of funds utilized by the service, the geographic coverage of the service, and the type and number of social service recipients being served.

2. A concise statement on the drivers and management of the service, with an evaluation of the operating, capital, and administrative costs for the service.

3. A synopsis of the average miles traveled to provide services during each month, and a brief analysis of the eligibility requirements for obtaining the service.

4. A description of the background of the service in the community and any other pertinent information necessary to adequately document and describe the service.

**Staffing:**

This strategy will require staff resources to coordinate a CSTA designation with MTC and prepare an Action Plan enumerating its initial work activities.

**Technology:**

This strategy is unlikely to require significant technology resources.

**Training Requirements:**

This strategy may require training of some county agency staff on new or updated procedural requirements of a CSTA, such as the mandated contents of an Action Plan or Inventory Report, as described above.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** $100,000 to $500,000
Strategy 2: Create a Mobility Manager position to oversee countywide transportation services and programs

Agency stakeholders have noted that many clients access multiple programs, and can be denied benefits in one program because staff assume clients are already receiving transportation support through another program. Increasing the number of transit passes or similar resources alone will not address how they are distributed to clients; there is often a distrust of clients/recipients with staff assuming that they are not reporting all the support/benefits they are receiving, and there is no way for County staff to check even if they are in another County program. This strategy proposes creating a Mobility Manager position to coordinate and oversee countywide transportation programs and resources. Two primary functions of this position are to ensure consistent distribution of information across all agencies and community-based organizations, as well as reduce administrative duplication of services.

Mobility management is a strategic, cost-effective approach to connecting people needing transportation to available transportation resources within a community. Its focus is the person, the individual with specific needs, rather than any single transportation mode. Through partnerships with many transportation service providers, mobility management enables individuals to use a travel method that meets their specific needs, is appropriate for their situation and trip, and is cost-efficient. In other words, a mobility management center is a one-stop shop for transportation services.

Lead or Champion:
County Executive’s Office (CEO)

Potential Sponsoring Agencies:
- CEO
- Facilities & Fleets
- Human Resources

Potential Funding Sources:
- Federal: Section 5310
- State: State Transportation Assistance (STA), Local Transportation Fund (LTF), Low Carbon Transit Operations Program (LCTOP)
- Regional/County: BAAQMD Transportation Fund for Clean Air (TFCA)

Program Parameters:

At the most basic level, mobility management provides information, referrals, and assistance in accessing local and regional transportation services. More advanced mobility managers often work to broker trips for individuals needing transportation from the most appropriate and cost-effective provider. They also help identify when appropriate transportation resources are not available, and encourage the development of new services and best practices in the coordination of transportation services.

Initially, Mobility Manager responsibilities would focus on coordinating and enhancing countywide transportation services and programs operated by VTA, County social services agencies, and other local public, non-profit, and for-profit transportation providers. The Mobility
Manager will also work closely with leadership in the County Executive Office to ensure that each area of countywide transportation programming receives support with implementation. The Mobility Manager, along with a representative from the County Executive’s Office, should meet with VTA to confirm implementation of countywide transportation strategies.

**Staffing:**
In the immediate term, up to one potential full-time equivalent (FTE) Mobility Manager position could be established. Depending on market comparables, this position may cost approximately $80,000 - $100,000 annually in salary and benefits.

**Technology:**
This strategy is unlikely to require significant technology expenditures.

**Training Requirements:**

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** Below $100,000 (for one FTE)
**Strategy 7: Ensure VTA Website and Materials Are Easily Comprehensible and User-Friendly to Limited English Proficiency (LEP) Customers**

Residents with limited English proficiency may have more difficulty accessing the transportation services available to them than residents who speak English very well. A significant portion—nearly 21 percent—of County residents can be categorized as having limited English proficiency. Among community survey respondents for this study, about one in three (36%) did not report speaking English at home or with their families. Both stakeholders and focus group participants reported that the bus schedules and VTA website and materials were all challenging for people to use among those who do not read fluent English.

Focus group participants reported that some bus drivers turn off the sound from the auditory announcements about the next stop on the route and when a stop has been requested. Additionally, advertisements that cover bus windows can make it challenging for someone with limited vision to track the bus’s progress along the route and know when to request their stop. This strategy recommends assisting the disability community with advocacy efforts to ensure that existing ADA accessibility policies are consistently followed. Some communities of interest to this study may have difficulty staying informed about updates to VTA policies or service changes. For example, although paratransit riders can request rides online, focus group participants reported that the online form does not always work, and many riders do not understand how to navigate the website (even when they do know about this option). Similarly, paratransit riders who call to make a ride request sometimes get to a phone tree that is challenging for those with LEP to navigate. While some focus group participants reported that the VTA app is easy to use, it is only accessible to people who have a smartphone who are comfortable downloading and using an app—something that many older adults are not.

As part of VTA’s Title VI compliance required to receive federal funding, the agency must conduct internal analysis to ensure it does not discriminate against LEP populations by failing to provide meaningful access to these communities. Title VI requires VTA to examine the needs of LEP populations, and to determine whether it is necessary to provide additional language services to improve their level of access. VTA’s 2016 LEP Plan found that about 26 percent of its riders have LEP, and many of these riders rely on transit, particularly local bus services, to get around. This is particularly true for households without personal vehicles.

The LEP Plan indicates that many documents that riders typically request—such as VTA Access eligibility brochures, rider guides, and contact information—are already translated into the most common three primary languages of LEP riders: Spanish, Chinese, and Vietnamese. However, the LEP Plan’s rider survey also found that 42% of riders were not aware of VTA’s free language assistance services. With such a large portion of the public being unaware that VTA offers this service, many individuals are not able to take full advantage of the agency’s language assistance services, and as a result they may face language barriers in using VTA. With major service changes underway as part of the VTA Next Network, many LEP riders may find VTA services increasingly difficult to navigate.

This strategy recommends conducting a post-hoc survey analysis related to the user-friendliness and readability of VTA printed and digital materials for LEP speakers after the implementation of Next Network. Such an analysis should be conducted annually as a brief update to accompany the

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37 American Community Survey 5-Year Estimates, 2013-2017, Table S1601

agency’s LEP Plan. This strategy must also ensure that all VTA transportation options have digital and auditory announcements of stops and routes, and that these announcements are consistently turned on.

**Lead or Champion:**
Jennifer with Senior Nutrition, Department of Aging & Adult Services (DAAS), Social Services Agency (SSA) with the Office of Contracts Management (OCM)

**Potential Sponsoring Agencies:**
- Senior Nutrition (Department of Aging & Adult Services, Social Services Agency)
- Office of Contracts Management (OCM)
- VTA
- Silicon Valley Independent Living Center (SVILC)

**Potential Funding Sources:**
- **State:** California Sustainable Transportation Planning Grant

**Program Parameters:**
One approach to gathering data for this strategy is to conduct a public/community survey that includes questions about the extent to which riders find VTA’s website, schedules, maps, timetables, and other common materials are easy to understand. This survey should also ask respondents about their LEP status to make this information more useful to the LEP Plan.

Work with the Silicon Valley Independent Living Center to develop advocacy materials (print, social media, web, etc.) to inform disabled transit and paratransit riders of their rights. These rights include access to functioning elevators and escalators, auditory and digital stop announcements on buses and trains, and step-free access to station platforms. One approach is to create a “Riders Bill of Rights,” as advocates in New York City have done for riders on the MTA’s Access-a-Ride paratransit service.\(^{39}\) Other resources may be available through the Disability Rights Education and Defense Fund.\(^{40}\) It is also recommended that SVILC develops advocacy materials (print, social media, web, etc.) – collaboratively with or with help from Lighthouse of San Francisco or other organizations with connections to limited-English proficiency communities at congregate meal sites for distribution.

**Staffing:**
This fare policy study is likely feasible with existing staff resources. However, if the survey analysis reveals that LEP riders and community members find materials difficult to understand, the agencies above should consider assigning additional resources to translation and outreach in other languages.

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\(^{40}\) [https://dredf.org/legal-advocacy/international-disability-rights/resources/](https://dredf.org/legal-advocacy/international-disability-rights/resources/)
Technology: N/A

Training Requirements: N/A

Timeline: Short-term (0-2 years)

Cost to Implement: Below $100,000
Strategy 11: Consider Expanding the Availability of Taxi Vouchers, Ride-Hailing Credits, and Transit Passes through HHS and Criminal Justice Programs

Some focus group participants discussed the impact of the “benefits cliff,” referring to individuals making too high of a monthly income to be eligible for Medi-Cal taxi vouchers or UPLIFT transit passes – even though (due to the County’s high cost of living) they cannot afford transportation without assistance. To qualify for NEMT provided under Medi-Cal, clients’ annual household income must be below 138% of the federal poverty level, according to their household size. An example, a two-person household must earn below $23,336 annually to qualify. Likewise, to receive transit passes through UPLIFT, clients must be 18 or over, homeless or at risk of homelessness, and receiving case management services at least monthly through one of the Office of Supportive Housing’s registered human services nonprofit organizations.

However, MTC defines households as “low-income” if they earn less than 200% of the federal poverty level, or about $65,000 in 2019 dollars. In Santa Clara County, the majority (56%) of households earning between $20,000 and $35,000 annually are considered severely cost-burdened with respect to housing affordability, paying at least 50% of their incomes on housing. As discussed in this study’s focus groups, many low-income people must choose between paying for transit, taxis or transportation network companies (i.e., Lyft, Uber) out-of-pocket while skipping meals or cutting other essential costs—or simply not going to some of the follow-up appointments.

These findings indicate that there is a significant lack of transportation assistance available for people in households earning between about $17,000 per year (the Medi-Cal eligibility threshold for a single person household) and $65,000. As shown in Figure 3 of the Existing Conditions Report, at least 20% of County residents are within this range of household income. Many clients who are recently released from jail, prison, or substance abuse treatment programs – such as BHS’ Substance Use Treatment Services (SUTS) or the inpatient psychiatric services at Santa Clara Valley Medical Center - must attend mandated court, probation, and treatment appointments. Large portions of these clients are likely to be in this underserved income range, particularly if they are working full-time in low-wage positions. This strategy proposes funding an expanded range of NEMT subsidies for low-income clients of BHS, Reentry, and VMC treatment programs who earn too much to qualify for other means-tested programs. The program should also consider offering these subsidies to victims of crime who are working with the Victims Services Unit or Social Services Agency.

Lead or Champion:
Health & Hospital System (HHS)

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41 [https://www.dhcs.ca.gov/services/medi-cal/Pages/DoYouQualifyForMedi-Cal.aspx](https://www.dhcs.ca.gov/services/medi-cal/Pages/DoYouQualifyForMedi-Cal.aspx)
45 As a reference, a single person working 40 hours per week at the California minimum wage of $12/hour, in 2019, earns about $24,000 per year before taxes.
Potential Sponsoring Agencies:

- Health & Hospital System (HHS)
- Behavioral Health Services
  - Substance Use Treatment Services
  - Supportive Housing Services
  - Criminal Justice Services
- Office of Reentry Services
- Custody Health Services
- Probation Department
- District Attorney (Victims Service Unit)
- Social Services Agency (Services for Survivors of Domestic Violence, Human Trafficking, and Workplace Crimes)

Potential Funding Sources:

- **State**: State Transit Assistance (STA) Program, SB 1376 TNC Access for All
- **Regional/County**: MTC Lifeline Transportation Program (LTP), Low Carbon Transportation Operations Program (LCTOP), Measure B transportation sales tax

Program Parameters:

Caseworkers in County agencies such as SSA, BHS, and Reentry currently distribute taxi vouchers, VTA daily transit passes or single-ride tickets, and ride-hailing credits/vouchers directly to low-income clients. For instance, in 2018, BHS spent about $600,000 on transportation assistance for its clients to get clients to treatment appointments as well as promote family and job stability. Trip purposes might include:

- transportation for parents-of-origin/birth family members to family reunification court hearings for foster youth;
- foster youth transportation to/from supervised family visitation for children/youth in foster care;
- transportation to/from a short-term job training program for someone with traumatic brain injury who was recently released from jail

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46 This strategy may help to address the County’s Chavez Remedial Plan for its jail system, which is administered by Federal Consent Decree.
This strategy proposes **expanding the funding available to County social service agencies** for client transportation assistance limited to non-emergency medical transportation (NEMT), **to get to medical and treatment appointments**.

County agencies should collaborate to develop income-based eligibility thresholds that best meet the needs of their clients as well as any State or federal requirements. Consider using monthly income equivalents of the threshold of 200% of the federal poverty level as an eligibility criterion. CalWORKS, CalFresh, and other State benefits programs use this approach because many low-income people are unable to provide a full year of income documentation, and their income can fluctuate dramatically from month to month.

Passes, vouchers, or ride-hail credits distributed by County agencies should be reported in aggregate on a monthly basis, rather than as expense reimbursements that require receipts for individual rides. This is because County agencies typically find the latter approach of reporting to be administratively cumbersome.

**Staffing**

The expansion of eligible users may result in additional staffing needs.

**Technology**

Caseworkers and discharge planners at County social service agencies or VMC may need to coordinate directly with ride-hailing companies in order to book rides on clients’ behalf. Ride-hailing companies typically use concierge platforms, such as GoGo Grandparent, Uber Health or Lyft Concierge, to help agency or healthcare workers reserve rides for their clients.

**Training Requirements**

Agency staff may need updated training on how to purchase and the terms of eligibility, such as the household income-based eligibility threshold for assistance, which may change depending on available levels of funding.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** $100,000 to $500,000

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47 Income thresholds for different benefits and programs vary. Some services do not have any income thresholds (e.g., Victims Services Unit, District Attorney). Although the Senior Nutrition Program uses higher income threshold (i.e., elder economic security index), it could be challenging (or impossible) to use a consistent income threshold (higher that federal poverty rate to factor in higher cost of living in Santa Clara County, closer to the self-sufficiency index or elder economic security index) to assess eligibility for transportation support. For example, eligibility for some Social Services Agency programs are limited by the State of California or the federal government and it would not be possible to provide current clients additional cash-equivalent resources without jeopardizing their benefits.
Strategy 13: Supplement Medi-Cal Taxi Options with TNCs in Accessible Vehicles

While VTA Access paratransit does offer premium same-day ride service for $16 one-way, most riders who qualify for Medi-Cal cannot afford these fares. People who utilize Medi-Cal for transportation to and from medical appointments must request taxi rides 3-5 days in advance, though the Santa Clara Family Health Plan (SCFHP) requires Medi-Cal clients to request transportation 7 or more business days prior to an appointment. NEMT services covered by Medicare Advantage have similar conditions. Neither of these processes help riders get to urgent care appointments, or to emergency care that does not require an ambulance transport. Additionally, paratransit users who have attendants cannot schedule rides until the user’s attendant’s work schedule has been set. Most taxi services under Medi-Cal involve the dispatch of conventional taxi cabs or ambulettes, which lack the technology to track drivers’ real-time locations to make sure they pick up patients on-time and drop them off at the correct location. Patients are often left waiting far too long for their ride and still miss appointments as a result.

Nearing to call ahead to schedule a ride is also particularly challenging for people accessing County services who are homeless, as they often have a very difficult time keeping track of their appointments. While some services (i.e., the homeless clinic) have organized their care to not require appointments, sometimes patients who are homeless need to visit specialty clinics that do require appointments. Similarly, some people with serious mental illness who access County services struggle to remember that they need to schedule a taxi ahead of time, especially when they need to schedule it multiple days ahead of time.

Nationally, roughly 30% of all medical patients, or about 3.6 million people per year, miss necessary medical care because they cannot get transportation to get to their appointments. These patients are typically low-income people with chronic conditions who do not have access to a personal vehicle. Some analysts estimate that missed appointments cost healthcare providers nearly $200 per patient appointment.

Hospitals, HMOs, health insurance companies, and medical clinics are increasingly forming partnerships with transportation network companies (TNCs) like Uber and Lyft to improve NEMT choices for patients and their caregivers. Some healthcare providers find that booking TNC rides for patients reduces losses in revenue and staff time from patient no-shows and improves overall productivity. Some legacy NEMT providers partner with TNCs to optimize their fleets, enabling them to reserve their wheelchair-accessible vehicles for patients with disabilities and outsource transportation to TNCs for patients who need the least mobility assistance. A pilot program in Southern California providing Lyft rides to Medi-Cal patients found transportation cost savings of 39%.

This strategy proposes creating a partnership between Santa Clara VMC and ride-hailing companies (Uber, Lyft, or Silver Ride) to provide on-demand NEMT services in wheelchair-
accessible vehicles for patients getting to and from medical appointments. This service would supplement existing NEMT options for patients who were either unable to coordinate a Medi-Cal taxi with enough advance notice to get to their appointment, or who are ineligible for Medi-Cal or Medicare Advantage due to their age or household income.

Goals of partnerships between TNCs and healthcare/NEMT providers typically include:

- **Increase clinic productivity**: Missed patient appointments cost healthcare providers valuable staff time, clinic space, and lost revenue. Improving patient attendance rates also improves healthcare providers’ overall productivity.

- **Improve patient health outcomes**: Patients who miss preventive care appointments are more likely to see their conditions deteriorate, and some may turn to inpatient care in emergency rooms as their last-resort of treatment. Inpatient care is far more expensive for hospitals to provide than outpatient or preventive care. Ensuring patients make their appointments can reduce inpatient hospitalization rates, which also saves healthcare provider operating costs.

- **Reduce patient wait times for medical transportation**: The on-demand mobility options through Uber Health and Lyft Concierge platforms provide greater transparency about patient wait times and comfort, and are particularly useful in identifying drivers with issues of poor on-time performance or missed trips. Partnerships between TNCs and healthcare/NEMT providers generally anticipate shorter patient wait times for rides, as TNC wait times are generally less than eight minutes in most metro areas.

- **Reserve ambulance dispatches for life-threatening medical emergencies**: According to the National Association of Emergency Medical Technicians, one in every five 911 calls in America is not related to a life-threatening emergency. Healthcare providers are increasingly finding that a substantial minority of 911 callers use the service as basic healthcare, a practice which drains hospitals of valuable staff time and resources that should be dedicated to genuine emergency response. Triaging non-emergency 911 calls away from ambulance transportation and towards TNC rides may result in significant savings for healthcare providers.

**Lead or Champion:**

Health & Hospital System (HHS)

**Potential Sponsoring Agencies:** Santa Clara Valley Medical Center (VMC)

**Potential Funding Sources:**

- **Regional/County**: VMC, Medi-Cal, Medicare

**Program Parameters:**

Brokers of NEMT such as National MedTrans, American Logistics Corporation, American Medical Response, and Access2Care have formed ride-hailing partnerships with TNCs. New companies, such as Circulation and RoundTrip, have emerged to help hospitals and health plans

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offer TNC-based rides. Both Lyft and Uber are contracting directly with HMOs and insurance companies to provide NEMT services through these brokers.

Uber Health allows physicians, medical assistants, and other care coordinators to hail rides on their patients’ behalf using a HIPAA-compliant dashboard, which keeps patient information private. Patients do not need an Uber account or smartphone to use the service, and ride costs are billed directly to the healthcare provider. Rides can be booked on-demand or up to 30 days in advance, for a follow-up appointment. At the pickup time, patients are notified via text message (accessible on flip phones and iPhones alike) and given a link to track drivers on a map. For patients without smartphones, the dashboard comes with a printable sheet allowing physicians to circle the incoming Uber’s car color and write down the license plate.52

Like Uber Health, Lyft Concierge works as a HIPAA-compliant mobility management dashboard that allows doctors, medical assistants, and other care coordinators to book rides for patients and their caregivers. Rides can be scheduled more than 24 hours in advance, and riders receive an SMS notification when their ride is on the way.53 According to Lyft, the Concierge platform has established partnerships with dozens of major healthcare providers and NEMT services, including Ascension, Sutter Health, Blue Cross Blue Shield, Anthem/National MedTrans, Logisticare, and Cigna-Healthspring.54

While partnerships between TNCs and healthcare/NEMT providers offer significant promise in improving the patient experience, there are some important limitations to these opportunities. First, TNC drivers generally do not have the training or expertise to handle a wide range of patient needs. Patients who may need help walking from their door to the vehicle, or those who suffer from mental or behavioral health challenges, may be better off with trained NEMT providers who can offer more hands-on assistance. For this reason, healthcare and NEMT providers typically limit their partnerships with TNCs to only include a specific segment of their customers: those who are able to travel independently or those who are accompanied by a caregiver. For instance, the NEMT provider Logisticare offers Lyft rides to patients that order an NEMT for same day appointments, which accounts for roughly 5% to 7% of LogistiCare’s 69 million rides provided annually.55 According to Logisticare, most patients who usually book same-day visits do so to care of a sick child or to address an unexpected illness.

At medical campuses with high patient volumes like VMC, facility managers may be hesitant to allow TNC pickup/drop-off activities that may contribute to campus circulation problems. Setting up dedicated curbside spaces for TNC patient loading activities may help ease the demand for curbside parking. Outreach and training with TNC drivers may be necessary to ensure these patient parking allocations are used properly.


Since their inception, TNCs have faced criticism for failing to provide a sufficient number of wheelchair-accessible vehicles for people with disabilities.\(^{56}\) As an alternative, if an appropriate TNC WAV program is not available, healthcare/NEMT providers may consider partnerships with other app-based TNCs that source from existing licensed, registered taxi fleets, which feature higher shares of wheelchair-accessible vehicles.\(^{57}\) Leading examples of these platforms include Arro\(^{58}\) and Flywheel.\(^{59}\)

**Staffing:** This strategy is likely to be implemented using existing staff resources.

**Technology:** This strategy requires a software service contract between the NEMT broker, VMC, and the TNC.

**Training Requirements:** Some additional training for hospital discharge staff and medical assistants may be necessary to prepare them to enroll patients on TNC-based rides to and from appointments, as well as billing these rides to Medi-Cal plans.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** $500,000 to $1 million

\(^{56}\) Although Uber offers drivers cash incentives to operate accessible vehicles through its UberWAV pilot program, it is unclear how Uber plans to allocate accessible vehicles in the markets where Uber Health is available. UberWAV operates only in New York City, Houston, Los Angeles, Portland, San Francisco Bay Area, Seattle, and Chicago. Lyft Concierge enables an “Access Mode” to hail wheelchair-accessible rides for people with disabilities in the San Francisco Bay Area and Los Angeles.

\(^{57}\) For instance, New York City’s registered taxi fleets feature 1,859 yellow taxis and 655 green taxis that are wheelchair-accessible.

\(^{58}\) [https://www.ridearro.com/sf/](https://www.ridearro.com/sf/)

\(^{59}\) [https://www.flywheel.com/cities](https://www.flywheel.com/cities)
Strategy 17/18: Increase Awareness of Transportation Programs in Vulnerable Communities

Participants in most focus groups reported that many people are not aware of transportation resources for which they might be eligible and that they may find to be supportive. For example, some of the older adult participants were surprised to learn that VTA offers a discounted senior pass, while a few had not heard about the volunteer driver program in their community. Stakeholders commented that agency staff and social service providers (beyond VMC) need clearer information on how to access paratransit resources, such as customer service, directions to VTA Access offices, and information on their client’s paratransit application status. There is a particular need to make this information available to caseworkers outside of VTA Access’ normal business hours. Participants also shared that sometimes medical social workers can use paratransit and VTA receipts for transportation to and from doctor appointments to reduce the amount of income counted in determining the amount of CalFresh/SNAP benefits (i.e., food stamps) for which one qualifies. However, many people do not know about this, and social workers and eligibility workers do not consistently ask clients about their eligibility or discuss this possibility.

This strategy proposes two efforts to increase awareness of transportation programs and services among vulnerable communities:

- **Strategy 17:** Develop **training materials** for caseworkers and correctional rehabilitation officers involved in processing inmate releases about transportation programs available to their clients
- **Strategy 18:** Create a client-oriented **marketing/awareness campaign** of new and existing transportation programs they can access

This strategy recommends developing a program to distribute information on all transportation options at locations already frequented by populations of interest to this study, and in formats which can be most easily understood by people with limited English proficiency.

**Lead or Champion:**
- Office of Reentry Services (ORS)
- Victims Services Unit, Office of District Attorney

**Potential Sponsoring Agencies:**
- Santa Clara Valley Medical Center (VMC)
- Behavioral Health Services
  - Substance Use Treatment Services
  - Supportive Housing Services
  - Criminal Justice Services
  - Adult and Older Adult Division
- Office of Reentry Services
- Probation Department
- Social Services Agency
  - Department of Aging & Adult Services (DAAS)
  - Department of Employment & Benefit Services (DEBS)
Potential Funding Sources:

- **State:** State Transit Assistance (STA) Program, Local Transportation Fund (LTF), SB 389 Mental Health Services Act (MHSA)
- **Regional/County:** MTC Lifeline Transportation Program (LTP), BAAQMD Transportation Fund for Clean Air (TFCA) Measure B transportation sales tax

Program Parameters:

- The County Executive's Office is best situated to coordinate the development of marketing materials and awareness campaigns across other County agencies.
- CEO to assist **County agency staff** by developing materials on the **transportation programs and services** available to clients, including:
  - Transit passes (e.g. UPLIFT)
  - ADA paratransit
  - Travel training
  - Same-day or on-demand NEMT services (see strategy above)
  - Ride-hailing or taxi vouchers
  - Bay Wheels' Bike Share for All program
  - Community-based shuttles and vans
  - Gas cards, or other assistance supporting personal vehicle ownership and maintenance
- Include training on transportation programs and services in agencies’ in-service meetings or other on-the-job training opportunities. This could take the form of a “Train the Trainer” seminar, with regularly updated processes established to refresh information about transportation programs as they evolve.
- Provide VTA schedules, rider info in all social services offices.
- Create customized transit maps and rider guides for each major destination including frequency, service hours, fare information, VTA customer service numbers, VTA Access, eligibility for other programs, with content tailored for Reentry, individuals with serious mental illness, foster youth, seniors, and people with disabilities.
- Broadcast information to clients in multiple media channels, including via printed materials, physical signage at key facilities (e.g. VMC), web, and social media, as appropriate.
- Distribute information at other locations such as farmer’s markets, congregate meal sites of the Senior Nutrition Program, Senior Centers, Veterans Affairs resource centers, Reentry Resource Centers, houses of worship, major shopping centers, public libraries, and disability resource centers.
- All materials and presentations should be translated into Spanish and Mandarin, with other languages considered based on community demographics.
- Consider developing a graphic flowchart of transportation programs and resources based on eligibility criteria.
Consider publishing information on new transportation programs/services in local publications (e.g. San Jose Mercury) to reach older adults.

Leverage waiting rooms to increase client awareness. If a marketing video is produced, it could be shared on the TV monitors that SSA have in their lobbies for clients to see.

Staffing
Consider hiring a travel trainer or navigator to conduct agency staff trainings, develop marketing materials, and advise client marketing campaigns on an ongoing basis.

Technology
This strategy may require small investments in print, web, and/or social media marketing capacities, which some agencies may not possess in-house. Consider engaging a marketing consultant or graphic designer for these skills on a limited, short-term basis.

Training Requirements
Agency staff may need updated training on how to purchase fares/passes for various transportation options and their terms of eligibility. This information is likely to change as additional transportation programs and services are rolled out.

Timeline: Short-term (0-2 years)

Cost to Implement: $100,000 to $500,000
Strategy 20: Establish Volunteer Driver Program that Offers Drivers Mileage Reimbursement

Across all key populations for this assessment, focus group participants identified that they found it challenging to afford transportation—primarily related to the cost of riding public transportation, but some comments also noted the cost of parking, gas, and bike share. Asking friends and family is a simple and often-used solution to transportation problems, but for those with regular and repeated trip needs, continually asking others for rides begins to feel like an imposition. Some participants also discussed the financial toll it has taken on their friends, relatives, and neighbors to give them rides, as those people are also often already struggling to make ends meet. Because many types of trips cannot easily be made via transit or paratransit, family members are often the de facto transportation for older adults and people with disabilities. Family members and relatives of older adults and people with disabilities need affordable options to reduce the transportation cost burden they are often compelled to carry.

A volunteer driver program fills this acute need by relieving family members of the need to take their loved ones to medical appointments, senior centers, pharmacies, grocery stores, or other common destinations.

The Transportation Reimbursement for Independence Program (TRIP) is an effective model of a volunteer driver program that provides riders with flexible travel options while also relieving the sense of obligation riders might feel to drivers by reimbursing them for their mileage. The program, which was pioneered in Riverside County and has been franchised nationwide, is designed to limit liability and administration costs of the sponsoring agency, while providing 24/7 transportation to any destination by trusted members of one’s own community. It is designed as a flexible model that can be adopted within a community. For example, one community may only want to provide reimbursement for trips to non-emergency medical appointments while another might want to allow drivers to limit assistance to the door rather than through the door. This kind of program can lower the cost of paying friends and neighbors for rides.

Lead or Champion:
County Executive’s Office (CEO)

Potential Sponsoring Agencies:
- County Executive’s Office (CEO)
- Health & Hospital System (HHS)
- Behavioral Health Services (BHS)
  - Supportive Housing Services
  - Adult and Older Adult Division
- Social Services Agency (SSA)
  - Department of Aging & Adult Services (DAAS)

Potential Funding Sources:
- Federal: Section 5310 Special Needs of Elderly Individuals and People with Disabilities Program
- State: State Transportation Assistance (STA)
- **Regional/County**: MTC Lifeline Transportation Program (LTP), BAAQMD Transportation Fund for Clean Air (TFCA) Measure B transportation sales tax

**Program Parameters:**

- Allow seniors and people with disabilities who face mobility challenges and are unable to use VTA Access to apply for ride assistance from the program, with priority given to participants with the greatest unmet mobility needs
- Riders can recruit their own volunteer drivers, such as friends, neighbors, or immediate family members
- Riders who are unable to recruit their own volunteer drivers may have one assigned to them by TRIP program staff
- Volunteer drivers receive a reimbursement of $0.57/mile from the sponsoring agency, while the ride is free to the rider
- Drivers submit a monthly report to the TRIP program staff on the number of trips and miles driven
- Rides are scheduled between riders and drivers as mutually convenient, with no restriction on the hours of service (24/7)
- Rides are provided in drivers’ personal vehicles, with no restrictions on origins/destinations
- Rides must begin or end in Santa Clara County.
- Mileage reimbursed per trip cannot exceed 50 miles one-way or 200 miles per month total, to limit costs.
- Consider contracting with a vetted, countywide vendor to coordinate volunteer drivers and their reimbursement. Successful programs in Solano County such as Faith in Action are useful models of this approach.
- This program will require criminal background checks of drivers if youth under 18 are allowed to participate as passengers. This criterion would limit participation among people who are undocumented. As such, considering limiting participation to adult passengers only.

**Staffing**

This program will require additional staff commitment, though this can be minimized by automating the reimbursement process for drivers, as described below.

**Technology**

Program staff may consider distributing driver reimbursements through a ride-matching platform such as Waze Carpool or Ride Amigos. This approach would provide greater transparency with respect to program performance metrics and minimize administrative staff commitment, though it would also require engaging these technology providers in a service contract.

**Training Requirements**

The TRIP program requires County social services agencies to train staff and caseworkers on enrollment eligibility, reimbursement processes, and driver onboarding.

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60 [https://www.faithinactionsolano.org/ride-with-pride-program/](https://www.faithinactionsolano.org/ride-with-pride-program/)
Timeline: Short-term (0-2 years)

Cost to Implement: $100,000 to $500,000
Strategy 28: Explore regulatory incentives to encourage agencies to locate in transit-friendly locations

Some County social service offices are often located in “transit deserts” that are inaccessible to frequent transit service that runs throughout the day. Examples of these destinations include the Palo Alto V.A. Hospital, the Santa Clara Valley Medical Center’s Main Campus, Elmwood Correctional Facility, and SSA’s Benefits Office on Senter Road, among many others. The siting of these facilities in transit-inaccessible locations presents barriers to some clients who are transit-dependent, resulting in missed appointments and poorer programmatic outcomes. The site selection process also impacts the County’s greenhouse gas emissions reduction goals, as transit-friendly sites require less driving to access. In the short-term, transit-adjacent sites are often more costly on a per-square-foot basis for County agencies to rent office space. However, when taking into account the additional transportation services agencies are often required to provide to ensure patient attendance, these rental or purchase costs have been shown to be significantly ameliorated.

Lead or Champion:

County Executive’s Office (CEO) to coordinate with Fleet & Facilities (FAF) and CEO’s Office of Countywide Contracting Management (OCCM)

Potential Sponsoring Agencies:

- County Executive’s Office (CEO)
  - Office of Countywide Contracting Management (OCCM)
- Fleet & Facilities (FAF)

Program Parameters

- County Executive’s Office (CEO) to coordinate with Fleet & Facilities (FAF) and CEO’s Office of Countywide Contracting Management (OCCM) on its site selection processes. Fleet & Facilities (FAF) coordinates all lease agreements and has a real estate team.
- The Office of Sustainability (OOS) will consider what role or support it can provide for this strategy, as is currently working with FAF on a resilience assessment of County facilities.
- In the near-term, consider providing “Office hours” at local libraries, senior centers, or community centers in South County, where few transit-adjacent sites are available.
- Ensure libraries have social services and transit information available.
- In shorter-term, this strategy could be implemented by reviewing locations for contracted service providers and adding a question to RFPs for services about their sites’ proximity to transit lines. In the longer-term, FAF and OCCM could adopt an internal requirement that new County buildings have easy access to local transit and major modes of public transportation.
- SSA to coordinate with Procurement to update its criteria for selecting CBO partners for provision of services to include transit access criteria.
- Additionally, the County should consider working with municipalities to incentivize local zoning decisions that prioritize social service uses near transit. Often, zoning policies that allow for mixed-use development or higher intensity of development are more likely to offer a wider range of viable sites for social services agencies.
**Staffing:** This strategy is expected to be accommodated within existing County agency staff resources.

**Technology:** This strategy is not expected to require additional technology investments.

**Training:** This strategy is not expected to require additional investments in staff training.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** Below $100,000

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61 This refers to the cost of administrative staff time to update FAF site selection and procurement processes. The costs of renting transit-accessible sites may be considerably higher.
Strategies to Be Implemented by County Agencies in Coordination with VTA

Strategy 14/15: Offer Interim ADA Paratransit Eligibility and Travel Training to People with Serious Medical Conditions or Mental Illness(es)

A few participants in focus groups shared how challenging transportation had been while their paratransit application was processed, during which time they were not considered eligible for transportation support. Specifically, people with serious medical conditions who had been released from Valley Medical Center shared that they had been given a taxi voucher to get home when discharged with instructions that they would not be able to drive for at least one month. However, they had numerous follow up appointments scheduled while their paratransit application was being processed without a way to get to or from the appointments. Without relatives who lived close enough to give the rides, they had to pay for taxis or transportation network companies (i.e., Lyft, Uber) out-of-pocket while skipping meals or cutting other essential costs—or simply not going to some of the follow-up appointments.

This strategy proposes offering interim ADA paratransit eligibility, through VTA Access, to people with serious medical conditions or mental illness(es) who are discharged from County hospitals. It should be noted that the scope of this strategy may be limited by the fact that these medical conditions or mental illness must rise to the level of preventing an individual from riding fixed route transit. In that case, particularly for those with mental illness, an attendant may be required to travel on paratransit.

The proposed interim eligibility process will allow clients to get the affordable, accessible transportation they need to reach follow-up appointments while VTA staff review their paratransit applications during the 21-day waiting period. Additionally, this strategy provides a formalized travel training program for hospital discharges at VMC. This travel training program assists patients with paratransit applications and coordinates NEMT trips on their behalf, if needed.

VMC Main Campus already has a robust discharge process via HHS staff who assist discharged patients with completing SSI applications, insurance, Calfresh, and Access paratransit applications. However, HHS recently acquired two large hospital facilities – O’Connor Hospital, in San Jose, and St. Louise Regional Hospital, in Gilroy – where this program does not exist.  

Potential Sponsoring Agencies: Health & Hospital System (HHS)

Potential Funding Sources:

- **Regional/County**: HHS (for costs of staff training)

Program Parameters:

- Focus implementation of the hospital discharge program in the two new County hospitals where it is not currently available, O’Connor Hospital and St. Louise Regional Hospital.
- Work with VTA Access to define terms of interim paratransit eligibility

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This program envisions a three-step process:
  - Disseminate travel training to discharge planners and other hospital staff (see Strategy 17)
  - Discharge planners submit clients’ interim paratransit applications to VTA
  - Discharge planners arrange same-day trips using on-demand NEMT modes (see Strategy 1 or Strategy 13) or via VTA Access, for follow-up appointments.

**Staffing:** This strategy may be implemented using existing staff resources. However, some hospitals with formal travel training programs have hired “navigators” as dedicated hospital staff to assist patients and relieve other staff of these responsibilities. In addition, the increase in ADA paratransit applications may require the addition of eligibility screening staff and other staff required to provide additional services.

**Technology:** N/A

**Training Requirements:** Some additional training of hospital discharge staff on the application process for interim paratransit eligibility, particularly at VMC, may be required.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** $100,000 to $500,000
Strategy 29: Provide More Private Vehicles to Community-Based Organizations to Transport their Clients

In assessing capital needs and understanding the financial constraints that are present at many public agencies, there may be opportunities for contributed services and equipment that may substitute for capital purchases. Donated vehicles are an area of significant opportunity. This program serves community needs for accessible transportation while controlling spiraling costs of ADA paratransit service. Making accessible vehicles that are due for retirement, but still in usable condition, available to community-based organizations to transport their clients often provides a lower cost, and more customer-focused alternative to traditional ADA paratransit service. After purchasing new fleet vehicles, public agencies can provide used or retired vehicles to the community-based organizations for use with their staff or volunteer drivers.

Potential Sponsoring Agencies: County of Santa Clara (Facilities and Fleets), VTA, San Jose Department of Public Works

Potential Funding Sources:

- **Federal**: Section 5310 Special Needs of Elderly Individuals and People with Disabilities Program
- **State**: State Transit Assistance (STA) Program, SB 1376 TNC Access for All, Local Transportation Fund (LTF)
- **Regional/County**: MTC Lifeline Transportation Program (LTP), Low Carbon Transportation Operations Program (LCTOP), BAAQMD Transportation Fund for Clean Air, Measure B transportation sales tax
- **Private-Sector**: Several private philanthropic foundations in Santa Clara County may be potential funders of this strategy, either because they have contributed to human-services transportation providers in recent years or have financed other local or regional transportation improvement strategies. Some of the more prominent foundations include Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative.

Program Parameters:

- Most donated vehicles are likely to be sourced from the County of Santa Clara’s Facilities and Fleets Division, VTA, or municipal fleets such as the City of San Jose’s Department of Public Works.
- An alternative approach is to purchase new vehicles on behalf of community-based organizations using Section 5310 funding or other state, County, and regional funds.
- Create a memorandum of understanding between community-based organizations that provide services to seniors or people with disabilities and agency fleet managers to clearly state which nonprofit organizations are eligible to receive donated vehicles.
- The public agency provides vehicle inspections and maintenance and driver training. In return, the nonprofit organization supplies drivers and insurance (general liability, auto liability, worker’s compensation, and employer’s liability or stop gap coverage).
- Some programs require a commitment from the community-based organization that they will take a quantifiable number of rides off of the ADA system.
Enroll community-based organizations in the same mileage-reimbursement model as the TRIP volunteer driver program (strategy 20) to reimburse their drivers for the costs of fuel.

**Staffing:**

It is likely that this program will require potential staff expansion depending on the scale of the program.

**Technology:**

This program can be administered using existing fleet management systems to identify suitable vehicles that may be donated to community-based organizations.

**Training Requirements:**

Driver training will be required for new drivers enrolling from community-based organizations.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** Over $5 million (value of the vehicles)

A community van program typically generates savings to the transit agency that offers vehicles to community organizations in exchange for the operation of a certain number of paratransit trips. Either the transit agency or the recipient organization may take responsibility for vehicle maintenance and insurance costs. In either case, the community-based organization would save the cost of acquiring the vehicle.
Strategy 32: Expand access to transit for people recently released from County jail or state prison

Lack of transportation, stemming from a lack of official ID, has been identified as a significant barrier causing clients to fail to show up to court or probation appointments. Lack of an official ID may also prevent clients from enrolling in certain benefits like CalFresh or Medi-Cal. Obtaining a State Identification Card or driver’s license from the DMV is a common reentry need for inmates who need replacement cards for the purposes of identification and transportation upon release.

Stakeholders noted during interviews that clients released from County jails are often released after 5 pm, when the County’s Reentry Resource Centers are closed and unable to provide transportation to clients. As a result, clients must rely on community-based organizations, friends, or family to provide them with transportation. Some of the stakeholders who were interviewed shared that people being released from jail often do not have cell phones—and that even if they do have a cell phone, it is not charged when they are released, so they are not able to use it to coordinate transportation (either via an app or using Google Maps to identify which buses they should take and where the nearest bus stops are located). Additionally, if they do not have money on the books/in their account, they may not be able to call a relative or someone else to get a ride home after being released. Many adults on probation, and people with serious mental illnesses and/or medical conditions who are released from County jail do not have any or consistent access to a debit or credit card, which means they cannot use app-based transportation (i.e., Uber, Lyft).

This strategy proposes coordinating with VTA to allow County jails/prisons to provide UPLIFT passes that would provide people released from jail access free transit passes on VTA for 60 days, until they can reinstate their driver's license, apply for paratransit, or purchase other transit passes.

Potential Sponsoring Agencies:
- VTA
- Department of Corrections and/or Office of the Sheriff
- Office of Reentry Services
- Probation Department

Potential Funding Sources:
- State: State Transportation Assistance (STA)
- Regional/County: MTC Lifeline Transportation Program (LTP), BAAQMD Transportation Fund for Clean Air (TFCA) Measure B transportation sales tax

Program Parameters:
- Clients may not participate in the VTA Smart Pass Program.
- Consider distributing pre-loaded Clipper Cards to enable clients to make regional transit trips.
- This strategy would help address the Chavez Remedial Plan, which is under Federal Consent Decree.
- Office of Reentry Services is piloting having Reentry Resources Centers open 5-7pm some weekdays, and because release could be closer to 5pm if from downtown and not Elmwood.
**Staffing**
Staff time commitment is likely to be minimal.

**Technology**
With additional funding or resources, consider having the Department of Corrections/Office of the Sheriff distribute prepaid debit cards to recently released clients, for use to hail rides from TNCs at times when public transit is not operating.

**Training Requirements**
The Department of Corrections offers refresher training courses to VTA operators on how the program works to ensure riders are not denied access.

**Timeline:** Short-term (0-2 years)

**Cost to Implement:** Below $100,000
Strategies to Be Implemented by VTA

Strategy 3: Quantify the Financial Impacts of Removing VTA's Transfer Fare for Cash-Paying Customers

Currently, free transfers between VTA routes are available only for riders who pay by Clipper Card or VTA’s mobile app, EZfare. Most existing Clipper Card vending locations are at VTA light rail stations, with limited other locations at Walgreens or other retailers distributed sparsely throughout the County. For example, the cities of Morgan Hill and Gilroy feature just a single Clipper Card vending location each. Cash-paying customers must pay separately for multiple fares if transferring. VTA’s present policy of charging cash-paying customers each time they board a vehicle discourages transfers.

On average throughout the VTA system, 22% of riders pay their fares with cash, while 78% pay with Clipper Cards or the EZfare mobile app. Several communities of interest to this study are more likely to pay with cash than other riders. Notably, riders in households earning less than $40,000 per year, African-American and Hispanic/Latino riders, riders ages 17 and under are more likely to pay with cash than the systemwide average. Some riders may find it difficult to maintain a Clipper Card account if there is no Clipper retailer near their home or other frequent destinations. During focus groups, some people reported that the cost structure of fares based on district/zone is challenging, especially if their trips require one or more transfers, such as from South County to San Jose or Palo Alto. This strategy proposes coordinating a fare policy evaluation to study the financial impacts to VTA of removing the transfer fare penalty for cash-paying customers.

Potential Sponsoring Agencies: VTA, MTC

Potential Funding Sources:

- **State:** California Sustainable Transportation Planning Grant
- **Regional/County:** MTC Lifeline Transportation Program (LTP)

Program Parameters:

A fare policy impact study could be conducted by VTA, MTC, or a third-party consultant. This study would examine several fare policy scenarios, ranging from a no-action alternative to the removal of intra-system transfer fares for cash-paying riders who present a paper transfer slip as proof of payment for their first ride. The impacts evaluated under these scenarios would include financial, administrative, operations, and Title VI-related impacts.

Staffing:

This fare policy study is likely feasible with existing staff resources.

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63 [https://www.vta.org/go/fares#accordion-2-hours-of-free-transfers](https://www.vta.org/go/fares#accordion-2-hours-of-free-transfers)


65 Map of existing Clipper Card retailers: [https://www.clippercard.com/Cli](https://www.clippercard.com/ClipperWeb/map.do)
Technology:
This study is likely to require access to VTA datasets, such as the origin/destination and fare payment patterns surveyed in the agency’s 2017 Onboard Transit Passenger Survey.

Training Requirements: N/A

Timeline: Short-term (0-2 years)

Cost to Implement: Below $100,000
Strategy 37: Develop an Agency-Operated, On-Demand NEMT/Wellness Transportation

The project team’s review of comparable agencies and jurisdictions highlighted a successful example of a same-day, on-demand, non-emergency medical transportation (NEMT) service operated by the MTA of Flint, MI. Riders pay for a same-day, premium fare, where they have a more precise schedule, rather than the “trip reservation window” of conventional paratransit services like VTA Access. While VTA Access does offer a premium, same-day service for a $16 one-way fare, it is not considered on-demand because it may not be reliably available throughout the service area or at all times of day. There is an opportunity for County agencies to offer an enhanced paratransit service to meet the travel needs identified above. An on-demand, same-day transportation option would combine the responsiveness of the on-demand operating model of ride-hailing companies (e.g. Uber, Lyft) with the best aspects of public transit, such as affordable fares, high customer service standards, ADA accessibility, and transparency of service offerings.

This program will operate in a slightly different competitive niche than TNCs. While both provide door-to-door service for similar trip lengths, this program’s drivers offer passengers hands-on assistance, such as helping unloading packages for seniors, or helping with car seats for families.

Potential Sponsoring Agencies: VTA

Potential Funding Sources:

- **Federal:** FTA Mobility for All, Access and Mobility Partnership, Mobility on Demand (MOD) Sandbox Program, Section 5310 Special Needs of Elderly Individuals and People with Disabilities Program
- **State:** State Transit Assistance (STA) Program, SB 1376 TNC Access for All
- **Regional/County:** BAAQMD Transportation Fund for Clean Air, Measure B transportation sales tax
- **Private-Sector:** Several private philanthropic foundations in Santa Clara County may be potential funders of this strategy, either because they have contributed to human-services transportation providers in recent years or have financed other local or regional transportation improvement strategies. Some of the more prominent foundations include Joint Venture Silicon Valley, the Silicon Valley Community Foundation, and the Chan/Zuckerberg Initiative.

**Program Parameters:**

Because this program represents a departure from conventional paratransit service, it should be implemented in its initial stages as a pilot. During the pilot period, all eligible riders must be clients of specified third-party non-profit organizations participating in the partnership with VTA. This enables the VTA to operate a more efficient on-demand service, as participating non-profits can identify eligible riders with the greatest unmet transportation needs while directing their clients who have less difficulty using public transit to conventional, fixed-route transit services.

Initially, allow participating nonprofit organizations to set the terms of trip eligibility for their clients. Some organizations may prefer to limit eligibility to clients with disabilities, while others may choose other criteria. Likewise, only a select range of trip destinations should be eligible for on-demand service, including trips to medical centers and clinics, farmers’ markets, government
agencies, grocery stores, and nonprofit organizations. These conditions help to ensure that the program is used to meet the highest-priority, health-related transportation needs, rather than the full range of commute or discretionary trips that are better suited for fixed-route transit or paratransit services. The program should utilize passenger vehicles, rather than larger cutaway buses or vans, to achieve cost savings for VTA. Vehicles may include a combination of sedans and SUVs, as well as wheelchair-accessible minivans.

If the pilot program is successful, expand the program to the general public with the range of destinations limited to medical centers and clinics, farmers’ markets, government agencies, grocery stores, and participating nonprofit organizations.

Staffing

Drivers for this program should be agency employees and members of the transit workers union, not contractors. In the MTA Flint experience, typical drivers are people who are looking to drive passenger cars, rather than transit vehicles. Many drivers are entry-level trainees who later become full-time transit operators, as well as homemakers supplementing their income or retired transit operators who desire part-time work.

Technology

This program requires on-demand dispatching software, which may be contracted or purchased from local software vendors. However, the software may require customization and testing by the operator.

Training Requirements

As with other transit and paratransit operators, drivers must complete background checks and drug-tests. This is important to provide the accountability riders expect from public transit agencies. Some operators may need additional training to adjust to the on-demand business model, as unlike paratransit operations, they will not know which passengers they are picking up in advance. Operators will also require training related to special medical needs, mental health first aid, working with people with disabilities, and cultural competence.

Timeline: Medium-term (2-5 years)

Cost to Implement: Findings from Flint’s MTA Rides to Wellness program found an operating cost of about $15 per passenger trip, or about $1.8 million per year with 10,000 rides per month. Given the difference in cost of living between Flint and Santa Clara Valley, we are assuming that cost per trip will range between $20 and $25.

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66 Ideally these destinations would include some that are located slightly beyond VTA’s normal service areas and/or the County’s boundary (e.g., Stanford medical appointments at Stanford’s Redwood City location).
APPENDIX A

Peer Review
Appendix A  Peer Review

The project team has identified a series of comparable agencies and jurisdictions in the United States that operate transportation programs that serve communities of the Transportation Needs Assessment study’s population. Comparable agencies and jurisdictions reviewed in this memorandum have created unique transportation programs tailored to serve many of the study’s communities of concern, who may face structural barriers in accessing fixed-route transit, paratransit, or other existing human service transportation options in the County. The transportation programs operated by these comparable agencies and jurisdictions constitute best practices in human services transportation designed to address the specific transportation needs of the study’s specified communities, including:

- people with disabilities
- older adults
- foster care youth and their families
- low-income people with serious mental health or chronic medical conditions
- clients being released from jail, hospitals, or service programs
- non-risk criminal witnesses and victims of crime; and
- adults on probation.

In May and June 2019, the project team conducted phone interviews with program directors of seven programs considered best practices in the human services transportation field, which are uniquely tailored to meet these communities’ needs. Programs were selected based on similarity of communities served, similarity of geography and program scale, and industry knowledge of the project team. During the interviews, the project team asked program directors about their agency or organization’s background, a basic overview of the transportation programs they provide, and more specific questions related to program operations such as capital and operating costs, fare structure (if any), funding and cost-sharing agreements, coordination with other service providers, challenges and barriers to implementation, and program strengths and opportunities. Because many of the transportation service offerings and program designs reviewed in this memorandum are relatively uncommon in the United States, knowledge about their operations is especially valuable for County stakeholders seeking to replicate any of the programs’ components locally. Understanding the unique programs offered by these comparable agencies and jurisdictions may provide stakeholders with opportunities to initiate new programs in the County or enhance existing programs and better meet the transportation needs of this study’s populations of interest. A summary of the comparable agencies and jurisdictions reviewed, along with their transportation programs, are shown in Figure A-1 below:
The following series of eight case studies are composed of findings from the phone interviews with each program’s director(s) conducted as part of this primary research.
CASE STUDIES

CTAA/EMBARK/Oklahoma Transit Association | Transportation Innovation Grant

Agency Overview

The Community Transportation Association of America (CTAA) is a national membership-based nonprofit organization primarily engaged in transit and mobility advocacy and program support. They have 1,500 members nationally, 19 full-time staff, and an annual budget of $7 million. CTAA’s strongest areas of expertise include rural transportation programming, specialized paratransit operators, tribal transportation, volunteer driver programs, non-emergency medical transportation, and transportation programs for veterans and people with disabilities. CTAA works directly with people in the field to assist human services transportation providers to respond to market conditions and generate new ways to discuss and implement public transit. Their staff works with members in an advocacy-based role to develop ways to publicize transportation outcomes in communities, publicizing across the membership what works and what does not.

Transportation Program Overview

CTAA has been awarded a Transportation Innovation Grant from the Arnall Foundation for a (currently untitled) transportation program for parents of youth in the foster care system, in partnership with EMBARK, the largest transit operator of the Oklahoma City metropolitan area. CTAA, in partnership with EMBARK and the Oklahoma Transit Association, has agreed to develop a pilot program that increases parent-child reunifications in Oklahoma County through innovative transportation delivery. As the lead agency, CTAA will leverage its transportation and social service experience in human-centered design to implement mobility management services, technology integration, on-demand rides, driver training and incentives. Participants will receive an individualized transportation plan that will accommodate child visitation, scheduled classes, and therapy sessions, and court hearings. Planned, as well as unanticipated trips that fulfill the parents’ DHS-required services, will be scheduled through a custom mobile application. Approved rides will be available by a variety of vetted and trained providers.

This transportation program developed in recognition of the unique challenges that parents of youth in the foster care system often face in reunification. When a child is placed in the foster care system, the child’s biological parents are assigned by the court system a service plan they must follow to be reunified with their child. Multiple conditions often apply as the root cause for separation, including domestic violence, substance abuse, and/or mental health issues. Each parent’s service plan contains strict requirements to attend various social services appointments. Parents must attend rehabilitation treatment for substance abuse, counseling for mental health issues or anger management, and accessing each of these services requires reliable transportation to meet the terms of their reunification plan.

Because many of the affected parents do not have access to private cars, CTAA plans to connect them with mobility managers, and eventually the participants themselves, with free or subsidized transit passes, rides from volunteer drivers, or on-demand rides. Each of these transportation options will be consolidated into a single platform for a mobility manager (an EMBARK staff member) to deploy for each participant. The primary goal is to reduce children’s time spent in foster care and reunite parents with their kids faster. The program’s secondary goal is to reduce the operations costs of social services and healthcare organizations from missed appointments.
CTAA believes that the more programs are using the mobility management platforms, the greater the potential savings due to the economy of scale, which enables higher vehicle utilization. The grant is used to subsidize trips, so CTAA prefers to distribute fixed-route transit passes wherever possible before choosing ride-hailing options.

Oklahoma County has about 1,000 parents eligible for this program. Prior to this program’s implementation, the social workers of social services agencies were providing transportation to clients themselves at their own expense. The program will use geofencing software to limit eligible origins/destinations for the ride-hailing option, and also time-boxing to when classes/appointments are in session to exclude ineligible trips. The program’s goal is to enroll between 75 and 100 participants. The system is fare-free for participants and establishes accounts so they can track their ridership activity. Once a participant is enrolled in the program, CTAA and EMBARK intend to coordinate and/or provide all their trips to demonstrate that people who are offered this transportation assistance fare better with respect to the terms of their reunification plans.

EMBARK has provided staff time and coordination assistance with fixed-route transit, but not financial assistance. The program is funded fully by the Arnall Foundation. A cost ceiling has not been established.

**Implementation Considerations and Lessons Learned**

The pilot is aiming to launch with a small parent cohort in August 2019. Currently they are evaluating software programs, developing driver training modules, and finalizing performance metrics. It is expected that the large size of Oklahoma County, and long one-way trips, will increase program costs; the longer the trip distance, the more likely the participants are to need transportation assistance. The program is seeking additional funding support from Uber and Lyft.

A long-term goal of the program is to use incentives to reward participants for meeting certain benchmarks within the system. For example, participants with perfect meeting/class attendance could be rewarded with a free transit monthly pass. CTAA cautioned that one potential barrier to implementation is that participants may be unfamiliar with the EMBARK transit system, and therefore they may need to provide travel training upfront upon enrollment.

**Opportunities for Further Research**

CTAA is launching a project in fall 2019 in West Virginia designed to provide transportation assistance for participants in opioid treatment programs. This population was originally considered for the Oklahoma County grant application, but the Arnall Foundation responded more positively to the organization’s foster care youth proposal as indicated above.

**Victim Service Center of Central Florida | Free Transportation Services from MTM**

**Agency Overview**

The Victim Service Center of Central Florida provides individualized services to victims of violent crime, sexual assault, or other trauma. They offer 24/7 crisis responses, advocacy, therapy, as well as prevention and education programs. In addition, they offer forensic exams for post-rape events, with two private facilities offering this service. The Victim Service Center is designated as the rape crisis center for the tri-county area of Orlando (Orange, Osceola, and Seminole Counties). The organization serves about 3,000 clients per year, including 383 clients for forensic exams. Clients are typically female and from socioeconomically disadvantaged backgrounds.
great deal of transportation need surrounds the forensic exams, with victims often being transported by law enforcement but many others needing transportation assistance to reach the forensic facilities, particularly if they cannot get there by fixed-route transit.

**Transportation Program Overview**

Gaps in transit service led the Victim Service Center to create a transportation partnership with MTM, a national non-emergency medical transportation (NEMT) vendor. They had previously discussed partnerships with a local fixed-route operator, which declined to offer free transit passes to the Center’s clients. MTM offered free transportation services for clients to forensic exam facilities from 2015 to 2016. During late 2016, the service was transferred from MTM to another NEMT vendor, VMD. VMD was selected because the Center has many Spanish-speaking clients, and VMD had bilingual drivers.

Transportation barriers are significant for many clients who call on the Center’s hotline, who cannot reach the Center’s facilities without assistance. For these clients the Center arranges the taxi, bus ticket, or escorted transportation. Since MTM, and later VMD, ended operations in late 2016, the Center has resumed using taxi services. The Center typically avoids using TNCs like Uber and Lyft, because their drivers often do not have criminal background checks, and they want to provide their clients with safety in their time of crisis.

The total contracted program cost, from 2015, was about $8,000, and the program ceased operations when this amount was exhausted in late 2016. The cost-per-trip was typically $25. MTM was contractually allowed to provide up to 50 round-trips per month. Clients were not charged a fare. Currently, the Center contracts with a local taxi company, CityCab, for client transportation. The Center operates two agency vehicles purchased to escort victims to shelters following the post-rape exams. The Center also received a fleet vehicle from the Orange County Sherriff’s office for transportation of victims.

**Implementation Considerations and Lessons Learned**

A majority of the Center’s funding comes in the form of allocations from State of Florida’s Victims of Crime Act (VOCA). Revenues are generated from white-collar crime on the federal level, and these funds are expected to remain solvent in the near-term. However, the Center noted that there are numerous conditions attached to this funding, and the State makes it administratively cumbersome for their transportation expenditures to be reimbursed. Center staff emphasized that running out of the initial funding for contracted service with MTM, in late 2016, was disruptive to their services, and that ensuring a dedicated, consistent funding source for client transportation is a top priority of the organization.

NEMT providers cannot provide client transportation for some types of the Center’s services, such as crisis appointments immediately following an incident of domestic violence. In these situations, the Center must rely upon transit passes or taxis. This is because NEMT providers, like MTM and VMD, require rides to be reserved in advance.

**Opportunities for Further Research**

The Center’s staff indicated that they were not aware of other victims’ services organizations who offered specialized transportation programs for their clients, with the exception of some public agency fleets donating older vehicles to these organizations. The Center recommends that in paratransit procurement, transit agencies must specify that the provider offer specialized trips for victims of crime. Alternatively, they advocate redefining, through an Act of Congress, the
definition of paratransit to include a broader range of communities eligible for funding under the Americans with Disabilities Act.

**Stanford University, Justice Advocacy Project | Ride Home**

**Agency Overview**

Stanford University’s Justice Advocacy Project is a legal clinic representing people who are incarcerated. One of its key initiatives, the Ride Home Program, provides transportation for inmates immediately upon their release from prison to their reentry program sites. The Justice Advocacy Project began in 2013 after a significant number of inmates were released from correctional facilities in California unexpectedly due to the passage of federal clemency policies under the Obama Administration. Initially, clients were often being released in the middle of the night, without cellphones or current driver’s licenses or ID, and just $200 on a state-issued debit card their only means of paying for transportation. As a result, some clients got lost or disoriented and had trouble finding their reentry program sites.

To resolve these challenges, the Justice Advocacy Project’s program associates initially provided volunteer transportation to the inmates themselves throughout California to make sure they got to their reentry programs on-time and did not violate the conditions of their parole. The program soon realized that this was not the best use of program associates’ time. Many program participants were reentering from long-term sentences in prison facilities highly segregated by race, ethnicity, and gender, and they needed a sense of comfort and camaraderie to readjust to their surroundings. They needed escorted transportation assistance from providers who were also formerly incarcerated themselves.

**Transportation Program Overview**

Since 2013, the Ride Home Program has served recently incarcerated people released from prison facilities throughout California, and operates escorted, door-to-door transportation from prison to reentry program sites. Services are gender-segregated, reflecting the gender segregation of prison facilities to provide a sense of familiarity for participants, with male drivers escorting male participants and female drivers escorting female participants. The Program’s coordinator is also the Director of the Anti-Recidivism Coalition, an advocacy group for reentry support and criminal justice reform. The hiring of this coordinator was seen as critical, because he was formerly incarcerated and was familiar with prison rules, so he was someone that participants viewed as a peer. A female outreach director, also formerly incarcerated, was also hired. The Ride Home Program’s Director emphasized that peer relationships between drivers and participants are very important, because clients often exit prison facilities with a great deal of fear, and the escort needs to understand their unique situation. In addition to providing door-to-door transportation, Ride Home Program drivers also offer travel training instruction to clients, such as how to use transit and paratransit passes, understand schedules and fare payment, and coordinate transfers.

The Ride Home Program has eight drivers on staff who stay in touch with clients, mostly based in the Los Angeles area. Drivers are paid staff, all formerly incarcerated, with a rate of $200-250 per day, plus a daily per diem, plus expenses. They typically have seasonal or otherwise flexible jobs to accommodate their Ride Home Program assignments. Drivers generally rent vehicles for insurance purposes, though sometimes personal vehicles are used. The program is fairly small, delivering several dozen rides per year. The Ride Home Program was briefly expanded, between 2015 and 2017, to provide services to correctional facilities throughout the United States. However, the program’s national funding was cut during the first year of the Trump
Administration, and it now operates only in California. The program cost between $70,000 and $80,000 per year to operate nationally and between $20,000 and $30,000 to operate only in California. The program is funded by a private, family foundation and donations to Stanford’s Justice Advocacy Project.

Participants who are being released from life sentences are highest priority for the Ride Home Program, because their transportation needs are typically the greatest. Other participants are referral-based, and the Ride Home Program is notified when inmates have an upcoming release date, or if they are being referred to select reentry programs in the Los Angeles area, where most drivers are based. The Ride Home Program also accepts applications available in prison facilities, which are distributed through prison counselors. There is typically about one week’s lead time to assign a driver to a client who is about to be released.

**Implementation Considerations and Lessons Learned**

The Ride Home Program’s Director noted that peer relationships between drivers and clients are critical to give clients the confidence needed to use public transit and get around safely. Clear communications about the ID requirements needed to enroll in free transit pass programs would alleviate some of the barriers that clients face in accessing them. Most recently incarcerated people need to report to specific locations, such as a parole office. Making sure these places are easily accessible by public transit should be a priority for County and state agencies, as well as making corrections staff aware of the challenges clients may have in accessing these sites. Scheduling appointments at times when transit is operating frequently may help in improving attendance rates and reducing recidivism.

**Opportunities for Further Research**

The Ride Home Program is the only peer-to-peer service offering door-to-door transportation for recently incarcerated people. However, Friends Outside is another organization that offers recently incarcerated people at San Quentin with travel training services and connections to transit hubs. They typically meet clients with backpacks of supplies and provide escorted transportation to BART, Caltrain, or other regional transit stations.

**Montgomery County Department of Corrections | Community Reentry ID Cards**

**Agency Overview**

Montgomery County is a suburban county northwest of Washington, D.C., home to about one million residents. The Montgomery County Department of Corrections operates a local jail facility, primarily with inmates serving brief sentences of up to 18 months, but with other inmates cycling into reentry programs from longer prison sentences. Many inmates have limited knowledge of public transit systems despite the relatively mature regional transit system in the Washington, D.C. area.

**Transportation Program Overview**

In Maryland, obtaining State Identification Card or driver’s license from the Motor Vehicle Administration is a common reentry need for inmates who need replacement cards for the purposes of identification and transportation upon release. Since a direct process to obtain identification cards from the Motor Vehicle Administration does not currently exist, the Reentry Services Unit of the Montgomery County Department of Corrections successfully established a Community Reentry Identification Card that serves an official Government Identification Card with the Montgomery County Seal that can be used in all formal circumstances just like a State
Identification Card. This card is active for the first 60 days following an inmate’s release and includes both their photo as well as their release address for record.

The Community Reentry Identification Card is authorized by the Montgomery County Department of Transportation to serve as a bus pass for no-cost bus transportation throughout the County’s public transit system, Ride-On. The card cannot be used on other regional transit systems like Metro. The card also serves as a Library Card for computer access in the Montgomery County Library System. The combination of providing an official identification card, library computer access, and transportation assistance is an invaluable support for inmates recently released as they navigate the community. The card is considered a placeholder form of identification, lasting 60 days after a client’s release, until they get their full, official ID restored. Lack of transportation, stemming from a lack of official ID, is known as a significant barrier causing clients to fail to show up to court or parole appointments.

The card primarily serves inmates who are released within Montgomery County, as the card’s services are only available in the county and not in other areas of the Washington D.C. region. About two thirds of the Department of Corrections’ clients use it, and it is one of their clients’ commonly requested resources. About 500 clients enroll in the card per year, so the fiscal impact of lost fare revenue for Ride-On is relatively insignificant. The reentry clients who use the card are primarily the sentenced population of about 600. Of this population, about 400 (or two thirds) are pre-trial and about 240 (40%) are sentenced.

The Community Reentry ID Card program has been operating since 2008. The Department of Corrections offers refresher training courses to Ride-On bus drivers and supervisors on how the program works to ensure riders are not denied access, but this is not known to be a common occurrence. The Department of Corrections initiates a family verification process during a client’s application review to ensure they are actually living in Montgomery County and not abusing the program, such as selling the passes for profit. Clients are not charged a fare for the cards. The cards are simple PVC material that are visually verified by transit drivers, including the client’s name, photo, and the Montgomery County seal. There is no chip technology in the card, so it cannot be interoperable with WMATA’s regional fare payment system.

**Implementation Considerations and Lessons Learned**

Montgomery County Department of Transportation and the Ride-On system entered into a “handshake agreement” at the Director levels between the County agencies, and there is no formal service contract or MOU. The agencies were trying to resolve an obvious need, and because there is no significant cost beyond the foregone fare revenue of 500 clients for a 60-day period, the program did not require a more formal arrangement. The cost to the Department of Corrections is nearly zero, consisting only of the cost to produce the cards in the jail facility. The program does not cross any county boundaries, involving only Montgomery County stakeholders. Involving regional stakeholders like WMATA (Metro) would be a heavier political lift likely requiring more formal fare reciprocity agreements. The program is relatively easy to implement but requires a persuasive political champion to initiate the request. The Department of Corrections also holds $500 in taxi vouchers at any given time, to be provided to inmates as an emergency basis.

**Opportunities for Further Research**

The Department of Corrections does not know of any other implementations similar to the Community Reentry ID Card program. With more resources, the Department of Corrections would like to expand to include other transit operators, such as DC Metro, though such an expansion would require fare reciprocity agreements between operators. The Department of
Corrections is also considering developing a means of distributing prepaid debit cards to clients, for use to hail rides from TNCs at times when public transit is not operating. Department of Corrections staff emphasized that jurisdictions considering implementing a similar program should aim to accommodate inmates’ regional transportation needs rather than limiting the scope to local County operators alone.

**United Way of Buffalo & Erie County/Buffalo Niagara Transportation Commission | GoBuffalo Mom!**

*Agency Overview*

The GoBuffalo Mom Program is a partnership between the United Way of Buffalo & Erie County, an area nonprofit organization, and the Buffalo-Niagara Transportation Commission, the local MPO. The two organizations established a partnership to study public health outcomes in children. The Buffalo-Niagara region has one of the nation’s highest rates of low birth weights, infant mortality, and premature births – about 1,200 affected births per year. To address these issues, in 2015 the partnership solicited and received an initial grant from the FTA’s “Rides to Wellness” program to begin planning activities based on the understanding that planning and public health outcomes were deeply linked. This grant was $25,000 and funded a 10-month research process using the human-centered design that prioritizes qualitative approaches such as focus groups and ethnography.

During focus groups the partnership conducted with the initial FTA grant, many low-income women receiving prenatal and neo-natal care identified lack of transportation to medical appointments and pharmacies as a root cause for poor neonatal health outcomes, including low birth weight, infant mortality, or premature births. The project partners received a second FTA grant to implement a transportation assistance program to improve public health outcomes among pregnant women in the Buffalo-Niagara area. The partnership is piloting the GoBuffalo Mom program in two participating medical clinics, Sisters Hospital and Erie County Medical Center.

*Transportation Program Overview*

The GoBuffalo Mom program began operating in May 2019 and consists of two components:

1. travel training services – delivered by embedded clinic staffers called “Navigators” – and
2. financial counseling services for pregnant women to save for discounted monthly or annual transit passes.

Client engagement with the GoBuffalo Mom program begins before the first prenatal appointment. Navigators call the patient to remind her of her appointment and confirm the transportation they need to get there on-time. Navigators help pregnant moms plan their trips by reviewing transit, ride-hailing, paratransit, or other transportation options available, and help them take advantage of programs like free transfers or day use passes to make trip-chaining easier. Navigators also help clients by calling transit agencies in advance to make sure they received their discounted passes, disseminate information about online trip planning tools and mobile apps. If patients express that they have difficulty using transit services due to cost or affordability concerns, or if they are a late to appointments because of transportation issues, they are referred to the financial counseling program component. Financial planning education is administered by a third project partner, Belmont Housing Association. Belmont Housing Association is a local non-profit housing developer with significant local experience providing financial planning education to low-income homebuyers and renters.
The goal of the GoBuffalo Mom program is to build transportation awareness and help new mothers plan trips on their own and achieve healthier births and better health outcomes. The cost difference between a preterm birth and a healthy birth is about $60,000 per instance in terms of neo-natal care, so reducing even a handful of preterm births would recover the program’s operating costs. Additional savings are likely to come from reduced rates of missed appointments, improving hospital resource efficiency. About 80 clients are enrolled in the financial planning component of the program. Occasionally, partnership funds are used for short-term emergency housing for clients who are at immediate risk of homelessness. Clients are not charged in any way for use of the program.

The GoBuffalo Mom program is funded through the partnership’s second FTA grant for implementation, consisting of a $468,000 grant with a 20% match from the Fund for Shared Insight, a local health foundation. The total partnership funding is $610,000. The Fund for Shared Insight required funding exclusivity, so the partnership cannot solicit other health foundation sponsors for money until theirs is expended, as the other organizations are competitors.

**Implementation Considerations and Lessons Learned**

Funding exclusivity with the Fund for Shared Insight has been a major barrier to securing additional funding to secure the program’s operation in the long term. Another challenge the partnership has faced is that the Erie County Medical Center’s union refused to hire the Navigators as staff, after a year of negotiations. This required the partners to establish an alternative staffing arrangement, and Navigators are now employees of the Prenatal-Perinatal Network, with an office embedded within the clinic.

Project partners are still measuring the health outcomes and have contracted with a local university to perform a research evaluation. Researchers will review files to cross-tabulate programs and services delivered under GoBuffalo Mom with birth outcomes (infant mortality, NICU admissions, premature/low birth weights births).

Project partners highly recommended the program’s initial human-centered design (led by a local design firm, Acumen). They indicated that this approach led them to co-design the program with pregnant moms in order to dig deep and discover real transportation needs and root causes for public health outcomes.

**Opportunities for Further Research**

The project partners recommended integrating ride-hailing partnerships for similar programs from the outset. The GoBuffalo Mom program had not anticipated the rise of ride-hailing and does not include provisions for this mode to provide non-emergency medical transportation.

**MTA Flint | Rides2Wellness**

**Agency Overview**

MTA Flint is the regional fixed-route and paratransit provider for Genesee County, Michigan, home to about 400,000 people. MTA Flint provides fixed-route bus, regional commuter bus, and countywide ADA and non-ADA paratransit service. In addition, MTA Flint operates an innovative Rides2Wellness service, a premium on-demand, door-to-door transit service for eligible riders referred to MTA through non-profit organizations for selected destinations (e.g. medical, grocery, dental, non-profit, or government agencies). The Rides2Wellness service will open to the general public in August 2019.
Transportation Program Overview

Rides2Wellness is a mobility management and non-emergency medical transportation program that includes:

- Dedicated staff to coordinate medical-related transportation
- Person-centered trip planning
- Travel training
- IT applications to improve customer’s experience for scheduling and trip arrival notifications
- Coordination with a non-profit transportation broker and medical providers
- Door-through-door service for customers needing special care

The FTA came out with Rides2Wellness grants in 2016, and MTA Flint received initial capital funding to build out software, along with vehicle purchases. All Rides2Wellness riders are referred through partnerships with third-party non-profit organizations. Riders pay for a same-day, premium fare, where they have a more precise schedule, rather than the “trip reservation window” of conventional paratransit.

In 2014, agency stakeholders were discussing transportation for dialysis patients, who may be difficult to schedule on paratransit because of their need for recurring trips. Due to the Flint water crisis of 2016, getting people to medical services to get water, filters, and immediate treatment for lead poisoning became MTA Flint’s highest priority. Agency stakeholders were approached by Genesee County’s human services director, who requested that the agency begin offering trips to medical appointments on a same-day basis. All bidders who responded to MTA Flint’s initial NEMT RFP were either a legacy NEMT service or a paratransit operator. Stakeholders believed that neither would work because they could not offer on-demand service. However, TNCs would not work due to ADA concerns, as well as inability to report these trips to the FTA’s National Transit Database (to secure future capital funding). Stakeholders saw this as an opportunity for the agency to combine the TNCs’ model of on-demand services with the best aspects of public transit, such as affordable fares, high customer service standards, ADA accessibility, and transparency of service offerings.

Rides2Wellness is modeled after TNCs in that it uses on-demand dispatching software, developed and customized in-house by Kevadiya, a local software company. The program also uses passenger vehicles, rather than larger cutaway buses or vans, resulting in cost savings for MTA Flint. Vehicles are a combination of sedans as well as Chevy Traverse SUVs, with some wheelchair-accessible minivans available. Currently, riders must be referred to MTA Flint by third-party nonprofit organizations to be eligible for Rides2Wellness. Likewise, only a select range of trip destinations are eligible for service, including trips to medical centers and clinics, farmers’ markets, government agencies, grocery stores, and nonprofit organizations. Passengers pay a premium one-way fare for the $15 trip, but all fares are paid for by nonprofits, not passengers themselves. An example of this fare reimbursement agreement is MTA Flint’s partnership with the Genesee County Veterans Services, which will allow any veteran or their spouse take up to four trips per month, to any medical/dental/grocery/nonprofit/government agency location, as a means of caring for veterans with disabilities. Other partners, such as local hospitals, will only pay for patient discharges from the hospital to the patient’s home. All of the allowed trip destinations are indicated on the agency’s contract with the nonprofit, and the passengers’ only role is in requesting the ride.
Rides2Wellness has proven to be popular with riders. Ridership has grown from 169 trips in its first month, in 2017, to 10,000 trips per month in June 2019. As ridership increased, MTA Flint has partnered with additional non-profit agencies to enroll additional riders. MTA Flint plans to open the program to the general public, in August 2019, and technicians are installing Square-branded credit card readers in all vehicles to support easy fare payment. The cost-per-trip is about $14.98, so MTA Flint is breaking even compared to $15 one-way fares. With 10,000 trips per month, the program in total costs about $150,000 per month or $1.8 million per year. There are no operational partners aside from the non-profit partners, and the original FTA grant used to cover capital costs at the program’s startup. Operating costs are covered through the MTA’s general operating funding stream. The FTA recently awarded Coordinated Access and Mobility grants to Flint MTA to finance additional vehicle purchases when Rides2Wellness expands to the general public in late 2019.

When the Rides2Wellness opens to the general public, the program will be occupying a slightly different competitive niche than TNCs. While both provide door-to-door service for similar trip lengths, Rides2Wellness drivers offer passengers hands-on assistance, such as helping unloading packages for seniors, or helping with car seats for families. Drivers on Rides2Wellness are part-time employees and members of the transit workers union. Typical drivers are people who are looking to drive passenger cars, rather than transit vehicles. Many drivers are entry-level trainees who later become full-time transit operators, as well as homemakers supplementing their income or retired transit operators. MTA Flint planners note that customer satisfaction is much higher for passenger cars than for transit or paratransit, and this perspective is important to understanding the appeal of Rides2Wellness. Rides2Wellness’ competitive advantage compared to TNCs include vehicles that are prominently labeled, drivers with background checks and drug-tests, and the accountability customers expect from public transit agencies. Nonprofit partners, in particular, feel more comfortable using Rides2Wellness than TNCs because of these additional safeguards in place to reassure them that their clients will reach their destinations on-time.

Implementation Considerations and Lessons Learned

MTA Flint stakeholders emphasized the need for flexibility in designing on-demand NEMT services. For example, passengers’ need for car seats, when traveling with small children, was unexpected, and FTA had no guidance on this topic. MTA had to develop in-house training materials for drivers on how to install and adjust car seats. Transporting passengers on behalf of mental health nonprofits can be challenging. Rides2Wellness tested a short-term partnership with local methadone clinics for daily patient trips. Drivers would often complain of these passengers passing out in the vehicles or being generally combative. As a result of driver feedback, MTA Flint transitioned to just giving those patients bus passes. For other mental health outpatient appointments, the agency provides minibus service in a group to patients rather than personalized on-demand service. Drivers also faced an operating adjustment from a paratransit model to an on-demand model, and the most significant change was not knowing their passengers in advance. This adjustment required some additional instruction during staff onboarding.

Customer satisfaction has improved significantly as a result of Rides2Wellness. MTA Flint stakeholders say that riders love this program, particularly because they get service in passenger cars, and it is well-respected in the community compared to fixed-route service. Some evidence of this perception is that in 2018, Genesee County passed a countywide property tax increase by a 70/30 margin to fund transportation, and this referendum passed even in the most traditionally conservative precincts. This is because the service is perceived as sympathetic even for voters who
never think of themselves as transit riders, because it receives high ridership and the average voter is likely to know someone who relies on it.

Opportunities for Further Research

MTA Flint stakeholders recommended working with the National Center for Mobility Management, who provided assistance to the agency in securing their initial Rides2Wellness grant from the FTA. Stakeholders emphasized that on-demand transportation is not going away, and as the country’s population ages transit agencies must adapt to what customers want, or they will leave transit behind altogether.

Additionally, stakeholders noted the importance of partnerships with non-profits. The agency has several staff designated to work with non-profit groups, called Mobility Navigators. Mobility Navigators’ role is to maintain a consistent, active relationship with key non-profits to coordinate service and deeply understand the transportation needs of their clientele.

King County Metro | Community Access Transportation (CAT) Program

Agency Overview

The Community Access Transportation (CAT) Program was formed by King County Metro in 2001. Metro’s CAT program expands mobility options for people with disabilities and seniors by developing partnerships with social service agencies and jurisdictions in King County. Metro provides vehicles and operating funds to assist social service agencies in setting up their own transportation services. These services can be used as a supplement to or in place of the ADA-mandated paratransit program, Access.

Transportation Program Overview

A CAT program may serve a specific location, such as a senior center, or operate as a community shuttle, taking seniors and people with disabilities to appointments, shopping and activities within the community. Agencies benefit since they can customize their transportation services to meet their clients’ needs. Metro benefits because CAT programs not only increase the availability of services, they also help to reduce paratransit costs:

- **Providing an Alternative:** CAT programs that operate in the same areas as Access and are able to divert trips. Since CAT does not need to meet the ADA paratransit requirements, CAT is able to be more flexible and provide more efficient service.

- **Filling the Gaps:** If Access service is eliminated in an area because fixed-route transit was eliminated, CAT can be expanded to serve that area. The CAT program can step in and provide a service that is less expensive and serves a broader group of customers.

- **Service for Low Income Populations:** Most CAT services do not charge a fare. The most expensive CAT service is $1 per boarding, and this is usually by donation. Programs are able to provide this service essentially fare-free due to their ability to supplement Metro contributions with federal and state grants. As Access fares increase, CAT service can expand, offering Access customers a service that is more affordable and costs Metro less to provide.

- **Leverage Additional Resources:** Organizations that partner with Metro to provide CAT services all contribute resources to providing the service. Some organizations provide staff time, may use grant or internal funds for some operating expenses or coordinate volunteers to drive the service.
• **Tailor Service to the Community:** Participating organizations are able to tailor CAT service to their needs. As long as the organizations are meeting ridership, funding and safety targets set by Metro, they are able to alter the service to best meet the needs of the community.

**Other CAT Services**

The CAT program is looking to expand and create new cost saving alternatives to Access or public transit. Other services currently under the CAT program include:

• **Solid Ground Circulator:** The City of Seattle, King County and Solid Ground established the service in late 2012 for people on a very low-income needing service due to the loss of the Free Ride zone. Planners mapped the location of homeless-oriented service downtown and used this to develop the shuttle route. This free service is funded by the City of Seattle and operated by Solid Ground (a non-profit organization). Since Solid Ground is already one of Access’ ADA paratransit providers, the agency has trained drivers who can be used as part of this service. King County Metro provides the vehicles and monitors the service contract. In 2017, the service provided 61,233 boardings at a cost per boarding of $5.32. More information on the service is available at: [http://www.solid-ground.org/Programs/Transportation/circulator/Pages/default.aspx](http://www.solid-ground.org/Programs/Transportation/circulator/Pages/default.aspx).

• **Domestic Violence Emergency Transportation Program:** The award-winning program partners with ten social service agencies and provides emergency taxi rides for low-income victims in domestic violence situations. The service is provided to remove victims and their children from dangerous situations, transport them to shelters, the police, support agencies, or medical care safely and swiftly.

The program partners with the YWCA that works with the agencies, and people either “cold call” or are referred by caseworkers with whom they already have a relationship. Trips are charged to a Metro account with a code number that can be tracked by Metro staff. The caseworkers book the trip, provide the rider with this code, which is in turn provided to the taxi driver. The driver provides the rider with voucher containing the code number, which Metro matches to the trip log. There is a 60 mile limit on the cab ride (to prevent excessively long trips to shelters), but the agency or rider can pay the excess amount if a longer trip is needed. In 2017, the service provided 552 boardings and served 1,128 customers (50% are children who are riding with a parent). This relatively small number of trips is due to the application of the narrowly defined trip purpose of “abuse” for the program. For example, agencies are prohibited from using the program for trips to counselling sessions.
Figure A-2  2014-2017 CAT Program Data

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating community agencies</td>
<td>26</td>
<td>26</td>
<td>27</td>
<td>29</td>
</tr>
<tr>
<td>Vans in service</td>
<td>111</td>
<td>126</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td>Boardings</td>
<td>342,989</td>
<td>347,919</td>
<td>347,813</td>
<td>340,265</td>
</tr>
<tr>
<td>Presumed ADA eligible</td>
<td>52%</td>
<td>50%</td>
<td>53%</td>
<td>54%</td>
</tr>
<tr>
<td>Average cost per CAT boarding</td>
<td>$6.50</td>
<td>$6.52</td>
<td>$7.94</td>
<td>$8.71</td>
</tr>
<tr>
<td>Average variable cost per Access boarding**</td>
<td>$35.57</td>
<td>$35.57</td>
<td>$35.57</td>
<td>$35.57</td>
</tr>
<tr>
<td>Variable cost for CAT boardings if they were on Access</td>
<td>$6,344,062</td>
<td>$6,187,739</td>
<td>$6,557,345</td>
<td>$6,535,742,</td>
</tr>
<tr>
<td>Cost for all CAT boardings</td>
<td>$2,230,096</td>
<td>$2,269,130</td>
<td>$2,762,733</td>
<td>$2,964,550</td>
</tr>
<tr>
<td>Estimated Annual cost savings to Metro**</td>
<td>$4,113,966</td>
<td>$3,915,640</td>
<td>$3,794,612</td>
<td>$3,571,193</td>
</tr>
</tbody>
</table>

* Data does not include other CAT services, such as the Solid Ground Circulator.

**Cost saving formula (CAT Boardings * ADA Eligible Customers) * $35.57 Average Variable Cost per Access Boarding - Annual CAT Budget. Note: The “average variable cost per Access boarding” has not been adjusted over time so the cost saving is likely higher.

*** While the cost saving numbers above do not take into account induced demand (i.e. program trips that may not have been taken on Access due to reasons such as service hour availability, limitations due to conditional ADA eligibility), this is balanced by the fact that some proportion of the 45%+ riders who are not currently ADA paratransit eligible would apply for eligibility, thus increasing Access trip demand and eligibility screening costs.

**Implementation Considerations and Lessons Learned**

Need strong commitment from transit agency with long-term view of program benefits

- The transit agency needs to be both willing to provide funding for the various program elements and also integrate the planning efforts into the overall strategic planning for the agency. The latter should recognize the increasing trend of seniors aging in place and being less likely to visit senior centers than in the past, so traditional means of serving their needs may no longer be effective. This is particularly true for agencies that apply conditional ADA paratransit eligibility, thus reducing the mobility of individuals who may not be fully eligible but nevertheless are active in their community.

- Metro has found that substantial community involvement in program planning is essential for the CAT program’s success. The agency has quarterly meetings with the King County Mobility Coalition which includes key stakeholders of both people with disabilities and low-income residents.

- Social service agencies that are located in areas that are not well served by ADA paratransit are most likely to be motivated to participate in the program. However, it takes time to engage non-profit organizations that are understaffed or in general are reluctant to take on a transportation function. The CAT program started with just three organizations, and it took some time for others to see the success of the program and realize the potential benefits for their clients. As indicated in the table above, there are now more than two dozen non-profit agencies involved, largely through word of mouth.
Program should provide new vehicles, rather than allocating paratransit vehicles that have exceeded their useful life in the ADA program

- Metro has found that it is not worth providing used vehicles to the non-profit partners in the CAT program as the maintenance costs and service impacts of disabled vehicles has a significant economic downside in the long-term.

**Los Angeles County Department of Children and Family Services | Foster Youth School Stability Transportation Pilot**

*Agency Overview*

The Department of Children and Family Services (DCFS) is the child welfare services agency that manages the foster care system in Los Angeles County. In 2015, the Obama Administration passed the Every Student Succeeds Act (ESSA), which requires local school districts and administrators, as well as child welfare agencies, to jointly establish plans to facilitate educational stability for youth in the foster care system through improved student transportation services. In response to these new requirements, the DCFS partnered with the Office of Child Protection (OCP), Los Angeles County Office of Education (LACOE), and the Los Angeles Unified School District (LAUSD) to implement a transportation program pilot for youth in the foster care system.

*Transportation Program Overview*

The four participating agencies – DCFS, OCP, LACOE, and LAUSD – used several transportation service strategies to provide rides to the foster youth’s schools of origin, when the children are removed from family homes or switching foster families, in order to help kids maintain stability and avoid trauma of frequently switching schools. The pilot allowed transportation to schools of origin to be provided through caregiver reimbursements, public transit, regular and modified school bus routes, and private rides from a TNC, whichever is determined to be most appropriate by DCFS caseworkers. The TNC used in this pilot, HopSkipDrive, specializes in youth transportation and features drivers who receive extensive background checks and training to work with children who have experienced trauma. The pilot began in December 2017 and ended June 30, 2019. This pilot was intended to enable foster youth to remain in their schools of origin, both when they are removed from their family homes and when they changed foster home placements.

Three overarching objectives of the pilot included:

- Immediately provide rides to foster youths’ schools of origin, without undergoing lengthy procurement or administration processes;
- Allow DCFS and LAUSD to collect data on the pilot’s cost-effectiveness, compared to other legacy transportation options;
- Develop implementation guidelines, including a long-term cost-sharing agreement between DCFS and LAUSD.

When a child changes foster family placements, a referral is sent to the DCFS Education Specialist team directing them to secure stop-gap transportation to the school of origin, typically delivered the following school day by HopSkipDrive. After stop-gap transportation is organized, DCFS convenes a “Best Interest Determination” (BID) meeting with the LAUSD liaison, the child, and
the child’s Education Rights Holder\(^1\) to determine whether the child can remain in his/her school of origin. If so, the team determines the most cost-effective and reasonable transportation option for the child, whether that is caregiver transportation reimbursement, public transit, school bus transportation, or private rides from HopSkipDrive. Over the two-year Foster Youth School Stability Transportation pilot, 1,131 youth were transported to their schools-of-origin through caregiver reimbursement, school bus routes, or HopSkipDrive.\(^2\) The average ride distance varied from 13 miles with HopSkipDrive to 24 miles on school bus routes. The total cost of the two-year pilot was $4.6 million. While this represents a significant cost for all agencies involved, reliable transportation to schools-of-origin prevents months of lost student learning and eliminates the trauma and instability of frequent school changes.

*Caregiver reimbursement*

Caregiver reimbursement, also known by DCFS as Education Travel Reimbursement (ETR), is one of the pilot strategies that caseworkers may determine is most appropriate to keep foster youth in their schools of origin. During a child’s placement in a foster home, the caseworker confirms whether the caregiver can provide the child with school transportation. Mileage rates and monthly reimbursement are set by the California Department of Social Services, as shown in Figure A-3. For distances of less than three miles, no reimbursement is provided and these short trips were not tracked in the pilot. The 57 caregivers were reimbursed for about $35,000 over the course of the pilot. The highest reimbursement rate (24+ miles) equates to about $11 per one-way trip or about $0.46 per mile assuming a 24-mile trip. The lowest reimbursement rate is about $1.29 per one-way trip or about $0.24 per mile. During the pilot period, DCFS reported that 57 caregivers were reimbursed for transporting 52 youth to their schools of origin (some youth may have had more than one placement), resulting in 219 monthly payments. The fact that 70 percent of caregivers in the pilot receiving reimbursement transported foster youth nine miles or more illustrates their commitment to keeping the children in their schools of origin.

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\(^1\) By default, the ERH is the child’s biological parent. However, a court can limit the parent’s rights and appoint a “Responsible Adult” or “Educational Representative” (i.e. legal guardian, foster parents, or other caregiver) to make educational decisions.

\(^2\) The pilot agencies did not have a means of tracking the youth’s TAP card usage on public transit, so it is not known how many additional youth were served by transit.
### Education Travel Reimbursement Data

<table>
<thead>
<tr>
<th>Miles</th>
<th>Fixed Monthly Rate</th>
<th>Rate per One-Way Trip&lt;sup&gt;3&lt;/sup&gt;</th>
<th>Rate per Mile&lt;sup&gt;4&lt;/sup&gt;</th>
<th>Number of Caregivers</th>
<th>Number of Youth (ages 5-18)</th>
<th>Total Cost, December 2017 to May 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 miles</td>
<td>$0</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>0</td>
<td>N/A</td>
</tr>
<tr>
<td>4 to 8 miles</td>
<td>$58</td>
<td>$1.45</td>
<td>$0.24</td>
<td>13</td>
<td>13</td>
<td>$3,500</td>
</tr>
<tr>
<td>9 to 13 miles</td>
<td>$154</td>
<td>$3.85</td>
<td>$0.35</td>
<td>11</td>
<td>12</td>
<td>$7,148</td>
</tr>
<tr>
<td>14 to 18 miles</td>
<td>$250</td>
<td>$6.25</td>
<td>$0.39</td>
<td>21</td>
<td>13</td>
<td>$21,913</td>
</tr>
<tr>
<td>19 to 23 miles</td>
<td>$347</td>
<td>$8.68</td>
<td>$0.41</td>
<td>3</td>
<td>4</td>
<td>$1,434</td>
</tr>
<tr>
<td>24 or more miles</td>
<td>$443</td>
<td>$11.08</td>
<td>$0.46</td>
<td>7</td>
<td>7</td>
<td>$10,372</td>
</tr>
<tr>
<td>Unknown</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td>$35,368</td>
</tr>
</tbody>
</table>


### School bus transportation

Rerouting or using existing school bus routes was another option that DCFS and its agency partners used to transport foster youth to their schools of origin. When foster youth counselors received referrals, they worked with LAUSD’s transportation division to determine if school buses could accommodate extra riders, then communicated with caregivers as necessary to facilitate the rides. In both 2017-2018 and 2018-2019 school years, fewer than half of all foster youth referrals were offered a school bus route as an option. This is because for many youth, there was no bus route near the youth’s placement, the caregiver was unable to drop off the youth at an existing bus stop, or the youth exhibited safety/behavioral issues preventing them from taking the bus.

LAUSD spent a total of $613,755 on school buses for foster youth during the pilot period. These and other key information related to school bus portion of the pilot are shown in Figure A-4.

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<sup>3</sup> This assumes 20 school days per month and two school trips per day.

<sup>4</sup> Based on the midpoint of the mileage range given at left.
Figure A-4  LAUSD Bus-Route Data

<table>
<thead>
<tr>
<th></th>
<th>2017-2018 Academic Year</th>
<th>2018-2019 Academic Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Referrals made</td>
<td>142</td>
<td>192</td>
</tr>
<tr>
<td>Routes offered</td>
<td>75</td>
<td>68</td>
</tr>
<tr>
<td>Students transported</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>Average miles transported (round-trip)</td>
<td>24</td>
<td>27</td>
</tr>
<tr>
<td>Average cost of transportation, per student per year</td>
<td>$7,912</td>
<td>$8,726</td>
</tr>
<tr>
<td>Total cost</td>
<td>$395,606</td>
<td>$218,149</td>
</tr>
</tbody>
</table>


HopSkipDrive

The majority of rides in this pilot were provided by a vendor, HopSkipDrive. When a placement transfer referral is made for a foster youth, HopSkipDrive provides next-day service to and from the school of origin, making it a good stop-gap transportation method until a BID can be made and a long-term plan is established for the youth. HopSkipDrive serves as long-term transportation only when no other option (caregiver reimbursement, school bus route, or public transit) is available. However, due to challenges coordinating BID meetings, HopSkipDrive was most often the option of choice for youth participating in the pilot.

During the two-year pilot, HopSkipDrive transported 1,004 youth from 65 L.A. County school districts multiple times, for a total of 75,135 rides. Ridership with HopSkipDrive increased significantly between the first and second years of the pilots, as awareness of the program grew (see Figure A-5). About 70% of youth traveled 10 miles or more, indicating that youth were not deterred by long distances in remaining at their schools of origin (see Figure A-6). During the pilot period, the costs for HopSkipDrive totaled about $4 million. About 80% of riders had one-way trip costs between $10 and $60. The average one-way trip cost $44 per passenger, and the median cost was $39.

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Figure A-5  HopSkipDrive Ridership Growth


Figure A-6  Youth Distance Traveled on HopSkipDrive

Implementation Considerations and Lessons Learned

The primary challenge for the pilot was the inherent difficulty in engaging with some Education Rights Holders (ERH), typically the foster youth’s biological parents, unless another caregiver or foster parent is designated by a court. The ERH is the ultimate decision-maker of whether or not a foster youth remains in their school of origin. Workers often could not reach the ERH or had outdated contact information, which was often a barrier to convening a BID meeting. By law, BIDs must include the school district’s AB 490 liaison, the youth, and the youth’s ERH. Identifying a time when all required parties could meet was a barrier to timeliness of the BID meeting, and youth cannot move to a decision about their long-term transportation options until a BID meeting takes place. BIDs typically happen a few days after stop-gap transportation begins, but scheduling delays can cause youth to continue using stop-gap measures (often the highest-cost vendor, HopSkipDrive) for weeks or months before eventually moving to what is often a more cost-effective transportation method.

Similarly, many LAUSD personnel and County social workers were unaware of the BID process or slow to respond to BID requests. Organizational change was necessary to increase knowledge of the BID process among the staff of these agencies, though DCFS reported that the pilot was helpful in increasing awareness as it evolved.

Notification to school districts was another problem that pilot agencies faced. Initially, there was a lack of consistent notification to school districts when a foster youth was removed from their home or changed placements. It is important to ensure that school districts can identify and provide services to foster youth and their caregivers, as well as triggers the need for a BID meeting to determine whether the child can remain at their school of origin. LACOE and DCFS are working on implementing an electronic notification process to automatically notify school districts when a youth is or will be placed in their district.

Initially, there were some areas of confusion around the pilot among LACOE staff, LAUSD foster liaisons, and DCFS staff in an internal stakeholder survey. Line-level employees felt as if the pilot did not establish clear roles and responsibilities. Some employees also reported a scarcity of training materials and resources (e.g. flowcharts) to navigate the pilot. In particular, DCFS staff and social workers reported a lack of management’s communication with team members as a barrier to the pilot’s success.

Before the pilot, youth nearly always changed schools when they changed placements, though research has shown that students can lose four to six months of learning at each school change. The pilot’s greatest success was that over 1,000 students were allowed continued enrollment at their school of origin despite the upheaval of changing foster placements. The process became more streamlined between first and second academic years of the pilot, as stop-gap transportation was established in 3 days or less for youths in 64% of cases in the first year and 80% of cases in the second.

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6 Education Code 46853.5
7 This refers to a school district’s designated staff in charge of foster children who are wards or dependents of the court, to ensure their school placement and enrollment and transfers if a new placement is necessary.
10 Ibid. p. 14
Successful partnership with HopSkipDrive, a “company that has proved itself able to nimbly adapt its services to meet the needs of DCFS and school districts.” They quickly implemented a procedure to notify DCFS caseworkers, LAUSD liaisons, and caregivers when a ride was arranged for a youth. HopSkipDrive also offers a smartphone app that allows caregivers and DCFS caseworkers to track youth trips to and from school.

The pilot has been so successful that other counties (San Diego, Sacramento, and Ventura) have implemented similar procedures. Of great value to the pilot was a $210,000 grant from the Conrad Hilton Foundation, which was used to hire an OCP outreach coordinator to facilitate agreements between DCFS and LAUSD, education specialists to provide additional training capacity for agency staff, and evaluators to write a report of the pilot.

**Opportunities for Further Research**

Foster youth have transportation needs that go beyond the home-school of origin trip. Many foster youth also need transportation to medical, dental, mental health, or visitation appointments. The pilot’s stakeholder agencies are evaluating whether parts of the model used for home-to-school trips can be applied to provide transportation for these other trips.

A long-term ESSA transportation plan was disseminated to school districts in June 2019. School districts in L.A. County are evaluating whether to continue some or all elements of the pilot in the long-term.

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APPENDIX B

Community and Stakeholder Engagement Findings
Appendix B  Community and Stakeholder Engagement Findings

This appendix is organized into the following sections of the Community and Stakeholder Engagement chapter:

- Profile of Community Survey Respondents
- Typical Transportation Modes and Needs/Destinations
- Additional Information about Common Transportation Challenges
- Priorities and Recommendations

The six key populations identified for this assessment (which have significant overlap between them) are as follows. Note that the letters are used throughout to refer to each population.

- Population A, foster youth.
- Population B, people with serious mental illness and/or medical conditions accessing County services.
- Population C, people with serious mental illness and/or medical conditions who have been released from County jail, County hospital, or community-based service programs.
- Population D, older adults and people with disabilities.
- Population E, non-risk criminal witnesses and victims of crime.
- Population F, adults on probation.

Profile of Community Survey Respondents

This section presents demographic information and other characteristics of the people who responded to the Transportation Needs Assessment Community Survey and who participated in a focus group (Note that all focus group participants were invited to fill out a survey).
Many participants were part of multiple key populations. For example, everyone in population C is also in population B. The largest overlap was between populations B and D, with more than three out of five respondents (65%) in these two key populations (50% only in key populations B and D; 15% in B, D, and at least one other key population).
Residence

Not surprisingly, most respondents from each of the key populations reported living in San Jose. The next five most common cities varied slightly by key population, with a higher percent of older adults and people with disabilities living in Palo Alto and Sunnyvale and a higher percentage of adults on probation and victims of crime and non-risk criminal witnesses living in Gilroy.

Figure B-3 City of Residence (n=613)
### Figure B-4  Most Common Cities of Residence Outside of San Jose

<table>
<thead>
<tr>
<th>Key Population</th>
<th>Most Cities of Residence for Respondents from Each Key Population Outside of San Jose, the most common city of residence for all populations</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (n=21)</td>
<td>Tied (5% each): Gilroy, Palo Alto, Santa Clara, Saratoga, Sunnyvale.</td>
</tr>
<tr>
<td>B (n=488)</td>
<td>Palo Alto (8%)</td>
</tr>
<tr>
<td>C (n=116)</td>
<td>Gilroy (9%)</td>
</tr>
<tr>
<td>D (n=533)</td>
<td>Palo Alto (9%)</td>
</tr>
<tr>
<td>E (n=82)</td>
<td>Gilroy (12%)</td>
</tr>
<tr>
<td>F (n=85)</td>
<td>Gilroy (8%)</td>
</tr>
</tbody>
</table>

Residents of ZIP codes 95112, 95008, and 95014 were the most represented in the sample compared to other ZIP codes (10%, 6%, and 5%, respectively; n=575). The rest of the sample was distributed broadly across a wide range of ZIP codes.

At least sixty-five respondents (9%) were homeless. These respondents were identified because they either noted that on the survey and/or identified a homeless or domestic violence shelter as one of the five most difficult places for them to get to that they visit at least once a month.

### Age Groups

Note that survey respondents were asked if they and/or members of their family or household are (or have been) in foster care, so some respondents 25 and older in the foster youth population are foster parents (also known as resource parents) while others are adults on probation who had previously been in foster care and/or young adults who had recently aged out of extended foster care.

### Figure B-5  Age (n=629)

- 80 years old or older, 22%
- 60-79 years old, 47%
- 5-59 years old, 25%
- 18-24 years old, 3%
Figure B-6  Age Distribution by Key Population

<table>
<thead>
<tr>
<th>Age Group</th>
<th>A. Youth engaged in services through the Foster Care System (n=21)</th>
<th>B. Individuals with serious mental illnesses and/or medical conditions accessing County services (n=496)</th>
<th>C. Clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs (n=117)</th>
<th>D. Disabled adults and older adults meeting daily needs (n=554)</th>
<th>E. Non-risk criminal witnesses and victims of crime (n=85)</th>
<th>F. Adults who are served by the Probation Department (n=86)</th>
</tr>
</thead>
<tbody>
<tr>
<td>80 years old or older</td>
<td>5%</td>
<td>19%</td>
<td>22%</td>
<td>8%</td>
<td>7%</td>
<td>6%</td>
</tr>
<tr>
<td>60-79 years old</td>
<td>29%</td>
<td>49%</td>
<td>32%</td>
<td>9%</td>
<td>31%</td>
<td>29%</td>
</tr>
<tr>
<td>25-59 years old</td>
<td>48%</td>
<td>25%</td>
<td>52%</td>
<td>17%</td>
<td>53%</td>
<td>57%</td>
</tr>
<tr>
<td>18-24 years old</td>
<td>0%</td>
<td>3%</td>
<td>9%</td>
<td>1%</td>
<td>9%</td>
<td>8%</td>
</tr>
</tbody>
</table>

Race/Ethnicity

Figure B-7  Percent of Respondents who are Non-White/People of Color

<table>
<thead>
<tr>
<th>Percent</th>
<th>A. Youth engaged in services through the Foster Care System (n=19)</th>
<th>B. Individuals with serious mental illnesses and medical conditions accessing County services (n=486)</th>
<th>C. Clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs (n=113)</th>
<th>D. Disabled adults and older adults meeting daily needs (n=541)</th>
<th>E. Non-risk criminal witnesses and victims of crime (n=81)</th>
<th>F. Adults who are served by the Probation Department (n=84)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>70%</td>
<td>63%</td>
<td>72%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
<tr>
<td>A. Youth</td>
<td>70%</td>
<td>63%</td>
<td>69%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
<tr>
<td>B. Individuals</td>
<td>70%</td>
<td>63%</td>
<td>72%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
<tr>
<td>C. Clients</td>
<td>70%</td>
<td>63%</td>
<td>72%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
<tr>
<td>D. Disabled</td>
<td>70%</td>
<td>63%</td>
<td>72%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
<tr>
<td>E. Non-risk</td>
<td>70%</td>
<td>63%</td>
<td>72%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
<tr>
<td>F. Adults</td>
<td>70%</td>
<td>63%</td>
<td>72%</td>
<td>69%</td>
<td>69%</td>
<td>74%</td>
</tr>
</tbody>
</table>
Figure B-8  Race/Ethnicity (n=613)

Figure B-9  Asian Ethnicities (n=613)

Figure B-10  Most Common Race/Ethnicity for Respondents from Each Key Population

<table>
<thead>
<tr>
<th>Key Population</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  (n=19)</td>
<td>White (58%)</td>
<td>Latino/Hispanic (32%)</td>
<td>Multiracial (26%)</td>
<td>Asian (21%)</td>
<td>Black/African American (16%)</td>
</tr>
<tr>
<td>B  (n=486)</td>
<td>Asian (45%)</td>
<td>White (32%)</td>
<td>Latino/Hispanic (18%)</td>
<td>Black/African American (7%)</td>
<td>Multiracial (4%)</td>
</tr>
<tr>
<td>C  (n=113)</td>
<td>White (36%)</td>
<td>Latino/Hispanic (30%)</td>
<td>Asian (21%)</td>
<td>Black/African American (18%)</td>
<td>Multiracial (7%)</td>
</tr>
<tr>
<td>D  (n=541)</td>
<td>Asian (46%)</td>
<td>White (33%)</td>
<td>Latino/Hispanic (15%)</td>
<td>Black/African American (6%)</td>
<td>American Indian/Alaska Native (3%)</td>
</tr>
<tr>
<td>E  (n=81)</td>
<td>White (40%)</td>
<td>Latino/Hispanic (38%)</td>
<td>Asian (15%)</td>
<td>Black/African American (12%)</td>
<td>Multiracial (11%)</td>
</tr>
<tr>
<td>F  (n=84)</td>
<td>Latino/Hispanic (37%)</td>
<td>White (33%)</td>
<td>Black/African American (21%)</td>
<td>Asian (13%)</td>
<td>Multiracial (11%)</td>
</tr>
</tbody>
</table>
Gender/Sex

Populations C, clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs, and F, adults on probation, were the only two key population with more men/male respondents than women/females (57% men/male for both C and F, n=117 for C, n=89 for F).

**Figure B-11 Gender/Sex (n=628)**

<table>
<thead>
<tr>
<th>Gender/Sex</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woman/Female</td>
<td>58%</td>
</tr>
<tr>
<td>Man/Male</td>
<td>39%</td>
</tr>
<tr>
<td>Other</td>
<td>2%</td>
</tr>
<tr>
<td>Transgender or non-binary</td>
<td>0.5%</td>
</tr>
</tbody>
</table>

Primary Language

Overall, 15% of respondents reported speaking two or more languages at home and with their families. Two out of three respondents identified English as their only or one of their primary languages, while one out of three did not report speaking English at home or with their families (64% and 36%, respectively; n=636).

Of the other languages that respondents reported speaking, the most common was Farsi (2.7% of all respondents) and another language that the respondent did not specify (1.4%). Additionally, fewer than 1% of respondents reported speaking the following languages at home and with their families: Bengali/Bangla, Croatian, Dutch, Filipino, French, German, Gujarati, Hindi, Japanese, Swiss, Persian, Portuguese, Punjabi, Russian, Tagalog, Taiwanese, Tamil, and Urdu.

**Figure 12 Primary Languages (Language spoken at home/with family) (n=636)**

<table>
<thead>
<tr>
<th>Language</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>English</td>
<td>64%</td>
</tr>
<tr>
<td>Chinese</td>
<td>23%</td>
</tr>
<tr>
<td>Spanish</td>
<td>11%</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>4%</td>
</tr>
<tr>
<td>Other</td>
<td>3%</td>
</tr>
</tbody>
</table>
Household Size

Figure B-13 Household Size (n = 501)

Cell Phone Ownership and Related Skills/Abilities

Note that populations A, foster youth, and F, adults on probation, have been combined for the following four charts. This was done because the sample size for population A is so small and the demographics of these populations are closely aligned. Additionally, since Population C, Clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs, is entirely a subset of Population B, Individuals with serious mental illnesses and/or medical conditions accessing County services, that is not presented in the following four questions.

Figure B-14 Cell Phone Ownership

<table>
<thead>
<tr>
<th>Group</th>
<th>Overall (n=634)</th>
<th>B. Individuals with serious mental illnesses and/or medical conditions accessing County services (n=507)</th>
<th>D. Disabled adults and older adults meeting daily needs (n=544)</th>
<th>E. Non-risk criminal witnesses and victims of crime (n=85)</th>
<th>A. Youth engaged in Foster Care and F. Adults who are served by the Probation Department (n=99)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I own a smartphone (e.g., iPhone, Android)</td>
<td>53%</td>
<td>24%</td>
<td>49%</td>
<td>64%</td>
<td>60%</td>
</tr>
<tr>
<td>I own a cell phone, but it cannot access the internet</td>
<td>54%</td>
<td>24%</td>
<td>26%</td>
<td>15%</td>
<td>17%</td>
</tr>
<tr>
<td>I have a cell phone but don't know if it can access the internet</td>
<td>49%</td>
<td>24%</td>
<td>11%</td>
<td>16%</td>
<td>13%</td>
</tr>
<tr>
<td>I do not have a cell phone</td>
<td>10%</td>
<td>10%</td>
<td>13%</td>
<td>5%</td>
<td>17%</td>
</tr>
</tbody>
</table>

Packet Pg. 263
Figure B-15 I know how to send and receive text messages on a cell phone.

- Overall (n=618): 72%
- B. Individuals with serious mental illnesses and/or medical conditions accessing County services (n=493): 72%
- D. Disabled adults and older adults meeting daily needs (n=529): 69%
- E. Non-risk criminal witnesses and victims of crime (n=81): 88%
- A. Youth engaged in Foster Care and F. Adults served by the Probation Department (n=95): 88%

Figure B-16 I have downloaded and used an app on a cell phone or tablet.

- Overall (n=573): 55%
- B. Individuals with serious mental illnesses and/or medical conditions accessing County services (n=465): 54%
- D. Disabled adults and older adults meeting daily needs (n=484): 50%
- E. Non-risk criminal witnesses and victims of crime (n=84): 73%
- A. Youth engaged in Foster Care and F. Adults served by the Probation Department (n=98): 79%

Figure B-17 I know how to access the internet via a cell phone.

- Overall (n=583): 64%
- B. Individuals with serious mental illnesses and/or medical conditions accessing County services (n=470): 63%
- D. Disabled adults and older adults meeting daily needs (n=496): 60%
- E. Non-risk criminal witnesses and victims of crime (n=81): 80%
- A. Youth engaged in Foster Care and F. Adults served by the Probation Department (n=93): 83%
Typical Transportation Modes and Needs/Destinations

Modes

Populations A, foster youth (n=18) and C, people with serious mental illness and/or medical conditions released from County jail, County hospital, or community-based services (n=129), had the most respondents report getting rides from friends or family members (28% and 29%, respectively).

Populations C, people with serious mental illness and/or medical conditions released from County jail, County hospital, or community-based services (n=129), and D, older adults and people with disabilities (n=615), had the highest percentage of respondents who reported using VTA Access paratransit (11% and 10%, respectively).

More respondents in population E, non-risk criminal witnesses and victims of crime (n=89), reported walking as one of their modes (51% compared to 32% overall), as well as Lyft or Uber (16% compared to 7% overall).

Compared to other key populations, more respondents in population F, adults on probation (n=96), reported using the VTA bus, walking, using VTA light rail, and using Lyft or Uber (66%, 54%, 45%, and 19%, respectively). Fewer adults on probation reported using their own motor vehicle (22%).

Figure B-18 Transportation Used in Past 7 Days (n=708)
Approximately half of all respondents (54%, n=607) reported that they or someone else in their household owned or leased a motor vehicle. Population F, adults on probation, had the fewest respondents with access to a motor vehicle (32%, n=85).

**Key Factors in Deciding Mode for a Trip**

Survey respondents and focus group participants identified cost and total travel time as the two most important factors when they decide what mode of transportation to use to get somewhere. Focus group participants also shared that the total travel time for many modes (e.g., VTA bus, VTA Access paratransit, own car) can vary significantly due to traffic. People with disabilities and older adults reported needing more time than is allotted to get from one bus to the designated transfer pickup spot for another bus with timed transfers, and therefore need to account for the amount of time it takes to wait for the next bus. One participant shared that they will not go somewhere that would take three or more transfers, because each transfer adds more waiting time—and arriving somewhere by a specific time therefore requires allowing a significant amount of buffer time. People who rely on VTA Access paratransit also shared that the pickup windows are very large and that paratransit-specific limitations (e.g., that paratransit drivers cannot modify the route based on real-time traffic unless they have authorization from dispatch) often increase total travel time significantly and resulting in their needing large buffers to ensure that they do not miss appointments.

Many focus group participants identified the distance (e.g., feet/yards) and landscape between their origin point and transportation mode, as well as between their transportation mode and their destination (known as the “first/last mile” dilemma), as key factors. Some people have mobility limitations that make it painful and/or dangerous (e.g., because they become unsteady and are likely to fall) for them to walk even relatively short distances (including from a parking lot/space to a destination) or to wait to cross multiple intersections. Many residents—and especially those in South County—live multiple miles from a public transportation station or bus stop, which discourages them from using public transit.

Finally, a few focus group participants identified that the timing of the first and last bus for a route is an important factor for them, as they do not want to arrive too late or miss the last bus home.

**Figure B-19 Most Important Factors in Deciding Transportation Mode for a Trip (n=691)**

- **Cost**: 58%
- **Total travel time**: 55%
- **Safety**: 45%
- **Amount of walking required (between transit modes)**: 30%
- **Flexibility (e.g., you can request a ride the same day)**: 26%
- **Number of transfers**: 19%
- **How you can pay (e.g., cash, pre-paid Clipper card)**: 14%
- **Physical accessibility (e.g., ramp, elevator)**: 11%
- **Other**: 7%
**Purposes and Destinations of Most Frequent Trips**

As shown on the following page, survey respondents most commonly reported that their most frequent trips were to access healthcare, get food, and visit a community center.

**Figure B-20 Purpose of Most Frequent Trips (n=692)**

Compared to the other key populations, more respondents from Population F, adults on probation (n=94), identified their most frequent trips are to get to social services appointments (45% compared to 20% overall) and/or to make court/legal appointments or see a Probation Officer (45% compared to 6% overall).

Focus group participants also identified the following destinations (more specific than those in the graph above) as ones they visit in a typical week.
### Figure B-21 Destinations Identified by Focus Group Participants

<table>
<thead>
<tr>
<th>Destinations Identified by Focus Group Participants</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veterans' Administration (VA) Clinic in Palo Alto</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Santa Clara Valley Medical Center main campus</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Trans Clinic</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Hub</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probation Offices</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Redwood City for Stanford Doctor Appointments</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reentry Resource Center</td>
<td></td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Courthouses (primarily San Jose criminal court, some to Morgan Hill courthouse and San Jose family court)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Services Agency offices on Centre Road, San Jose (for single adults) and in Gilroy (for families)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Housing Authority offices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Department of Family and Children's Services offices</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

Stakeholders from Custody Health and the Sheriff's Office noted that most of the people in Population C with whom they interact are released from Elmwood Jail in Milpitas, although some are released from the Main Jail in San Jose. Stakeholders also identified that following destinations that the key populations often need to visit.

### Figure B-22 Destinations Identified by Stakeholder Interviewees

<table>
<thead>
<tr>
<th>Destinations Identified by Stakeholder Interviewees</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outpatient facilities or clinics</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Health Pharmacy, 976 Lenzen Avenue, San Jose</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reentry Resource Centers (in San Jose and in Gilroy)</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probation Offices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Domestic violence shelters in a different part of the County than where they have been living</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Department of Children and Family Services (DCFS) offices</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
**Additional Information about Common Transportation Challenges**

**Cost / Affordability**

Across all key populations for this assessment, focus group participants identified that they found it challenging to afford transportation—primarily related to the cost of riding public transportation, but some comments also noted the cost of parking, gas, and bike shares. Participants shared that it costs more to ride the express buses, which unfairly burdens low-income people by forcing them to choose between increasing the length of their trips and skipping other essential costs. Some people also discussed the financial toll it has taken on their friends, relatives, and neighbors to give them rides, as those people are also often already struggling to make ends meet. Some people also find the cost structure of fares based on district/zone to be challenging, especially if they are traveling from South County to San Jose or Palo Alto.

Many participants expressed that even the monthly passes were too expensive for them given their limited incomes and other high costs—for example, participants in one of the focus groups with adults on probation agreed that $90 for one VTA monthly pass is too much as an upfront cost at the beginning of the month/at one-time and that $45-$60/month would be more reasonable for low-income riders. They noted that although the VTA does have a lower cost pass, many low-income riders do not qualify for it because they are not disabled. Some of the older adult participants shared that even the VTA senior discount passes were still too high given their low, fixed incomes and the overall high cost of living in the area. Some participants (primarily older adults and people with disabilities) shared that they and their friends sometimes choose between buying food and paying for transportation, and that paying for transportation at the end of each month is particularly challenging depending on unexpected costs that arise.

Paratransit riders also reported that the cost of all rides was high, but that the cost of the “premium” services was especially burdensome. For example, the cost of a paratransit ride that is requested the same day as the ride is provided is more than double the cost of a ride scheduled before 5pm the day before the desired ride. Additionally, the cost for a single ride for a resident who lives outside the Access paratransit service area is even higher. Some paratransit riders also shared that they can get reimbursements for paratransit trips to and from medical appointments, but that dentist appointments are not considered medical appointments.

Stakeholders who work with victims of crime reported that most victims served by County agencies are low-income. Additionally, for many victims and their families, English is a second language, or they are monolingual speaking in another language, typically Spanish or Vietnamese. Additionally, these families have immigration concerns and may be getting by trying to avoid formal systems of assistance. Finally, particularly with domestic violence and child sexual abuse, these families may be missing a primary breadwinner who may be incarcerated.

**Eligibility**

Some participants discussed the impact of the “benefits cliff,” referring to making too high of a monthly income to be eligible for certain discount passes or Medi-Cal taxi vouchers – even though (due to the area’s high cost of living) they cannot afford transportation without assistance. A few participants also shared how challenging transportation had been while their paratransit application was processed, during which time they were not considered eligible for transportation support. Specifically, people with serious medical conditions who had been released from Valley Medical Center shared that they had been given a taxi voucher to get home when discharged with instructions that they would not be able to drive for at least one month. However, they had numerous follow up appointments scheduled while their paratransit application was being
processed without a way to get to or from the appointments. Without relatives who lived close enough to give the rides, they had to pay for taxis or transportation network companies (i.e., Lyft, Uber) out-of-pocket while skipping meals or cutting other essential costs—or simply not going to some of the follow-up appointments.

**Payment Options**

Some of the stakeholders who were interviewed shared that people being released from jail often do not have cell phones—and that even if they do have a cell phone, it is not charged when they are released, so they are not able to use it to coordinate transportation (either via an app or using Google Maps to identify which buses they should take and where the nearest bus stops are located). Additionally, if they do not have money on the books/in their account, they may not be able to call a relative or someone else to get a ride home after being released.

Some focus group participants expressed missing the day pass, which was often a more affordable way to ride VTA public transportation for those who only needed to make trips a few times a week (compared to having to use multiple bus tokens during a single day).

Many youth in foster care, adults on probation, and people with serious mental illnesses and/or medical conditions who are released from County jail or hospital do not have any or consistent access to a debit or credit card, which means they cannot use app-based transportation (i.e., Uber, Lyft).

**Time/Distance Challenges**

**First/Last Mile Dilemma**

Many focus group participants shared how difficult it is for them to get from their homes to public transportation stops/stations, as well as to some destinations from the closest transit stops/stations. This common challenge is most burdensome for people with disabilities or other mobility limitations and those caring for and traveling with multiple young children (e.g., many victims of crime). Some of the focus group participants with disabilities said that they can only manage to use public transit if the origin or destination point is within 0.25 miles from the transit stop/station. A few focus group participants shared that even the distance from a transit stop/station may end up being significantly longer than it appears to be online, as it may include needing to get across large parking lots or to a far-away building on the Valley Medical Center campus.

**Areas with Limited to No Access to Public Transit**

Some focus group participants expressed frustration about how few transit routes originate or end in the West side of the County, especially during weekends and evenings. They also shared that the last VTA light rail drops off at stations without any buses waiting to take riders further. Both stakeholders and focus group participants noted that the public transportation available in Morgan Hill and Gilroy is particularly limited. Additionally, some older adult participants in focus groups shared that friends continue to drive even when it is no longer safe for them (or others) to do so because they live too far from public transportation but do not have people in their lives who can give them rides and they cannot afford taxis or other curb-to-curb services.

**Connectivity between Transit Routes and Types**

Focus group participants who were paratransit riders, as well as those with serious mental illnesses and/or medical conditions shared that the lack of connectivity between the region’s transportation services made it particularly challenging to get to appointments with specialists.
(e.g., dental implants for a victim of crime with severe injuries only available in Alameda County),
the Veterans’ Administration clinic, and services located outside of the County (e.g., Stanford
medical facilities in Redwood City, San Mateo County). Additionally, some participants shared
that some destinations are especially challenging to get to via public transit because there are
limited routes that pass the destination and limited points when one of those routes connects
with, intersects, or approaches other more popular routes. Furthermore, some participants noted
that even bus lines with routes that cross do not always have stops located in places where riders
could easily transfer between routes.

**Reliability of Mode**

Most focus group participants identified “reliability” as one of the most important factors in
deciding how to get somewhere. They shared that they typically consider a specific bus route or
other transportation option (e.g., taxi, paratransit) to be reliable if the vehicle runs according to
schedule and/or arrives approximately at the time requested or expected—but that many of the
transportation options are not reliable. Some participants also consider bus routes with frequent
buses to be reliable, because even if they miss one bus the wait until the next bus will be relatively
brief. Participants who use wheelchairs noted that because VTA buses only have capacity for two
riders who are wheelchair users at one time, they have frequently not been able to board the first
bus to arrive at their stop due to insufficient space. Many buses will also not stop for any riders—
but particularly for people in wheelchairs—if they are already filled with standing riders. A few
focus group participants also shared that they do not like to bike from their home to a bus stop
because there isn’t consistently room for their bike on the bus. A few focus group participants also
reported having missed paratransit pickups because they have been waiting in healthcare
facilities without cell service (and given the long window provided for pickup time, it can be
challenging to wait somewhere near or in healthcare facilities where there is cell service).

**Total Travel Time**

Many focus group participants reported that the number of transfers they would need to make
was one of the most important factors when they are deciding how to get somewhere. Some
participants shared that if they needed to transfer three or more times they would simply not go
to the appointment or destination. The primary issue with transfers is that many are not
coordinated, and that even timed transfers often do not work when one bus is behind schedule.
Additionally, riders sometimes have to wait for a second bus at the transfer location (for example,
because they cannot make it across the intersection between stops before the bus leaves, because
there are already two wheelchairs onboard the second bus, because the bike rack on the second
bus is full).

Both stakeholders and focus group participants also identified that that very large pickup
windows for paratransit means that riders need to plan for significantly more travel time if they
need to make an appointment time. It also makes it difficult or impossible for riders to coordinate
multiple appointments at locations that are fairly close (e.g., a rider from Gilroy who needs to visit
both Valley Medical Center’s main campus and the Social Services Agency office on Centre Road,
San Jose). Focus group participants who use paratransit also expressed their frustration at how
challenging it is for drivers to connect with dispatch in order to get the authorization necessary to
alter the set route to avoid real-time traffic—which also frequently adds time to the trip and
makes each subsequent pickup later and later.
Advance Planning Required

While VTA Access paratransit does offer premium same-day ride service for an additional cost, riders who cannot afford the additional costs must request rides by no later than 5pm the day before the desired ride. Additionally, people who utilize Medi-Cal for transportation to and from medical appointments must request those taxi rides further in advance (focus group participants reported needing to request a ride 3-5 days in advance, though the Santa Clara Family Health Plan, SCFHP, requires MediCal clients to request transportation 7 or more business days prior to an appointment). Neither of these processes help riders get to urgent care appointments, or to emergency care that does not require an ambulance transport. Additionally, paratransit users who have attendants cannot schedule rides until the user’s attendant’s work schedule has been set. Furthermore—and because paratransit riders are appreciative that they can set up “subscription” rides when they consistently go to the same place at the same time—they are also interested in setting up subscription rides for their ride back home (when also at the same time and same place).

Needing to call ahead to schedule a ride is also particularly challenging for people accessing County services who are homeless, as they often have a very difficult time keeping track of their appointments. While some services (i.e., the homeless clinic) have organized their care to not require appointments, sometimes patients who are homeless need to visit specialty clinics that do require appointments. Similarly, some people with serious mental illness who access County services struggle to remember that they need to schedule a taxi ahead of time (especially when they need to schedule it multiple days ahead of time).

Safety

Perceptions

Many focus group participants identified safety as an important factor in deciding how they will get somewhere. Typically, they shared concerns about feeling safe, sometimes due to past personal experiences and sometimes from feeling too vulnerable. Many people reported “not feeling safe waiting” because of an unlit or poorly lit bus stop for 45 or more minutes after sunset. Participants also reported often feeling unsafe with other bus riders who they thought were drug users, homeless, and/or struggling with serious mental illness.

Focus group participants who work with victims of crime noted that some survivors of intimate partner violence, trafficking, and assault are sometimes triggered by being on the same bus with someone who sounds like or looks like the person who abused/trafficked/assaulted them. Survivors who are not already comfortable navigating public transit can also find the experience confusing and overwhelming. They also noted that when shelters or safe houses are located where there is only a single bus route, people can guess the locations if they see someone they know on the bus near the location—which can (and occasionally has) compromise(d) the safety of shelter/safe house guests and staff.

Stakeholders noted that some people who are on probation or who have been released from County jail who have current or previous gang affiliations cannot safely travel through certain neighborhoods, which can mean that they end up taking a longer route or simply skipping appointments to avoid potential danger.

One older adult focus group participant shared that she would not feel comfortable using a transportation network company (i.e., Lyft, Uber) because she would be afraid of the driver.
Harassment

Youth in foster care and stakeholders who work with foster youth shared that sexual harassment on public transportation is common, and that bus drivers rarely intercede to tell a harasser to stop or to remove them from the bus (when the harassment is so loud or obvious to make this a reasonable response). Some focus group participants (both youth in foster care and participants in other key populations) shared having been touched or groped by strangers, had other bus riders aggressively come onto/harassing them despite being ignored or telling them they were not interested, and being in physical fights on a bus. They also reported that other riders typically ignore the situation when one bus rider is harassing another bus rider.

Injury and Illness

Focus group participants who were older adults and/or people with disabilities shared experiences in which they were at risk of injury because of a bus driver’s actions. Specifically, they said that not all bus drivers allow sufficient time for a rider to board the bus and either sit or have a place to hold onto before moving the bus forward, that some drivers begin to pull out as soon as a rider has stepped off the bus (but before the doors are closed or the offboarding person is stable, and that some drivers brake so suddenly or hit the gas pedal so abruptly that riders fall over.

A few focus group participants also noted that the time people spend waiting for public transportation can cause illness when there are extreme heat events, poor air quality, and cold/wet weather, with young children, older adults, and people with some kinds of disabilities and serious medical conditions all being particularly vulnerable to health impacts. Given that buses do not always run on-schedule and that many bus stops do not have a bench or bus shelter, people who are dependent on public transportation may not be able to avoid the impacts of severe weather and other hazards.

Active Transportation

A few focus group participants shared concerns about the safety of walking places, using their wheelchairs on the sidewalks, biking places, and using skateboards or scooters. They noted that they are not always safe on days with high temperatures.

Due to insufficient pedestrian and bicycle infrastructure (e.g., crosswalks, walk lights, sidewalks, protected bike lanes), people do not always feel safe walking or biking in certain places because motor vehicle drivers speed and otherwise drive unsafely. A few focus group participants with disabilities and/or older adults also expressed safety concerns about sharing space with bicyclists, people on scooters, and skateboarders who do not always pay sufficient attention to the people around them.

Physical Accessibility

Focus group participants with disabilities or other mobility limitations identified the following experiences they have had related to inaccessible public transportation.

- Bus drivers do not always lower the bus (or offer to do so) to people who have obvious physical limitations (e.g., using a cane or walker).

- Some bus drivers turn off the sound from the auditory announcements about the next stop on the route and when a stop has been requested.
• Bus drivers rarely tell riders to move out of disability-designated seats/seating areas or remind all riders that those seats/areas are reserved for use by people with disabilities and pregnant people.

• Advertisements that cover bus windows can make it challenging for someone with limited vision to track the bus’s progress along the route and know when to request their stop.

Participants also shared that obstructions between a bus stop/station and a person’s destination or home primarily impacts people with disabilities, who have not be able to safety navigate a sidewalk that is closed during construction or spilled trash or rentable scooters blocking the sidewalk.

Ease of Use and Overall User-Friendliness

Navigating Transportation Options, Schedules, and Routes

Both stakeholders and focus group participants reported that the bus schedules and VTA website and materials were all challenging for people to use among those who do not read fluent English. These materials are also extremely difficult to use for people with cognitive challenges, some serious medical conditions (e.g., traumatic brain injury), and some serious mental illness. Focus group participants also shared that many bus stops are difficult to locate because of limited signage.

Some improvements to transportation planning are not yet well-known and can present challenges – for example, although paratransit riders can request rides online, the online form does not always work and many riders do not understand how to navigate the website (even when they do know about this option). Similarly, paratransit riders who call to make a ride request sometimes get to a phone tree that is confusing and frustrating. While some focus group participants reported that the VTA app is easy to use, it is only accessible to people who have a smartphone who are comfortable downloading and using an app—something that many older adults are not.

Stakeholders and focus group participants also both reported that some people with serious mental illness (e.g., severe anxiety, schizophrenia) find it very challenging (if not impossible) to navigate public transportation.

Participants in some focus groups shared that many low-income residents have cell phones that are only enabled when on Wi-Fi, and that cannot make calls or access the internet when not connected to Wi-Fi. As a result, these people cannot use a maps app or the VTA website to check a bus schedule or figure out how to walk from one bus stop to a destination.

Customer Service and Cultural Humility

Focus group participants reported that some drivers (including some bus drivers and some taxi drivers) do not demonstrate customer service, while others do show cultural sensitivity and/or humility. Some participants identified that drivers need more skills related to deescalating interpersonal conflict and how to demonstrate compassion or empathy for riders.

Some focus group participants also expressed confusion about what (if anything) they could do when they felt the bus driver should have responded or behaved differently. They noted that the process of making a complaint was very unclear for English-speakers and likely entirely impossible to navigate for people not fluent in English.
Awareness of Existing Transportation Resources

Participants in most focus groups reported that many people are not aware of transportation resources for which they might be eligible and that they may find to be supportive. For example, some of the older adult participants were surprised to learn that VTA offers a discounted senior pass, while a few had not heard about the volunteer driver program in their community.

Participants also shared that sometimes medical social workers can use paratransit and VTA receipts for transportation to and from doctor appointments to reduce the amount of income counted in determining the amount of food stamps for which one is eligible. However, many people do not know about this and social workers do not consistently ask clients about their eligibility or discuss this possibility.

Priorities and Recommendations

Stakeholders and focus group participants shared the following recommendations related to transportation needs. Note that some of these are directed to VTA, others to the County, and that some might be considered by a collaboration and/or cities within the County.

Overall Recommendations

3. **Provide or support multiple transportation resource options and allow some flexibility because there is no “one-size-fits-all” approach that works.**

4. **Reduce the costs of transportation and/or increase available transportation resources or support, including by increasing awareness of available resources.** For example, systematize a way to assess if people who are being discharged from Valley Medical Center are eligible for paratransit and provide assistance as needed to complete the application; publicize the VTA senior discount pass at congregate meal sites and libraries; expand the Uplift quarterly passes to more people accessing County services.

5. **Increase transportation options and service areas, including by expanding routes and/or frequency.** For example, provide additional service between destinations that members of the key populations frequently need to visit; expand access to vehicles available for short-term use at a low-cost for areas with minimal access to transit and many low-income residents to expand vehicle access for people who cannot afford (and do not consistently need) their own motor vehicle; provide “feeder” options to address first/last mile challenges.

6. **Continue to increase coordination between County departments and agencies that serve the same clients/patients or the same households.**

7. **Reduce the number of trips and/or amount of effort needed for trips (when possible)—including by locating services near other key destinations and in areas served by transit.** For example, provide the option of taxi vouchers or other curb-to-curb service for some service providers working with single parents of multiple young children; fill prescriptions by mail; expand appointments that can be conducted by phone or video; mail checks (e.g., for youth in extended foster care) to a PO box or trusted community resource for people who do not have a permanent address; and co-locate services.

8. **Utilize technological advances to improve transportation.** For example, expand the use of kiosks at government sites that help people without smartphones navigate how...
to get home; set up automatic text message reminders when a curb-to-curb vehicle is on the way to pick a client up; auto-load transportation funds onto client Clipper cards.

9. **Improve overall usability and customer orientation of transportation services.** For example, have a backup vehicle or option when a paratransit vehicle is significantly delayed; make it easier for paratransit riders to find phone numbers to make complaints and to request emergency dispatch (i.e., after 8pm); establish a dedicated phone number that patients can use to schedule Medi-Cal rides; allow transportation services to pick up a rider from a location other than the one at which they were dropped off.

**Recommendations Focused on Public Transportation**

10. **Improve the accessibility, conditions, and amenities for public transit vehicles and stop/stations.** For example, ensure bus stops have shelters, benches, and “next bus arriving” signs; add cameras to stops served infrequently at night; increase pedestrian-level lighting around public transit stops/stations, improve overall cleanliness; increase the number of wheelchair users that a vehicle can accommodate; utilize the bus shelters as allocation to post customer service/complaint lines and/or to have a rolling or electronic “poster” that shows the bus schedule in multiple languages; install emergency phones at some bus stops in less populoted areas.

11. **Improve skills and behavior of drivers (and when possible, use technology to prevent drivers from making some decisions).** For example, prevent auditory announcements from being turned off; require that bus doors stay closed for 3 seconds before a bus can begin moving; train drivers in how to enforce harassment policies; reinforce the expectation that drivers proactively lower bus for people with visible mobility limitations and consistently ask riders without obvious limitations if they need the bus lowered.

**Recommendations related to Training or Preparation for Drivers Serving Key Populations**

Stakeholders identified the following as being important skills and knowledge for drivers serving people in the key populations (regardless of whether the driver is a County employee, VTA bus driver, paratransit driver, or taxi driver).

- Cultural sensitivity and basic compassion and kindness.
- De-escalation skills and ability to calmly respond to impulse control issues, volatility and aggression/violence (especially when the destination is somewhere person doesn’t want to go (e.g., a foster home or treatment center).
- Skills in motivational interviewing.
- Mental health first aid knowledge and skills.
- Ability to use Narcan, CPR, and basic first aid.
- Knowledge of area and major destinations near transit route, simple directions for how to get to a transfer bus stop or from stop to a major destination.
- Knowledge of how to support riders with functional limitations and who have assistive devices (including how close to pull up to curb and in relation to curb cuts).
- Awareness of confidentiality, especially related to drop offs and pick-ups.
Population-Specific Recommendations

Stakeholders and focus group participants made the following recommendations that are focused on specific key populations.

Population B, People with serious medical condition and/or mental illness accessing County services

- Allow key County departments (e.g., Valley Medical Center, County jail) to authorize exceptions when necessary. For example, enabling paratransit to go outside of their service area to get a patient to a specialist appointment, extend the number of miles a taxi voucher covers for some people.

Population C, People with serious medical condition and/or mental illness being released from County jail, County hospital, or community-based services

- Establish a navigator or concierge type service through which people with specialized training (and potentially clinical expertise) accompany high-risk clients/patients to help them navigate public transit or to help them get from vehicle to facility.

Population E, Non-risk criminal witnesses and victims of crime

- Provide some transportation services (i.e., curb-to-curb service) through a County system that is reliable, with drivers who are thoroughly vetted and trained to provide support to specific vulnerable populations.
APPENDIX C

Funding
Appendix C  Funding

For the transportation needs assessment, the project team has evaluated the transportation use and needs of six designated populations:

- Youth engaged in services through the Foster Care System;
- Individuals with serious mental illnesses and/or medical conditions who are accessing services through a variety of County Departments, including those who require transportation to appointments or to pick-up/refill medicine prescriptions;
- Clients with serious medical and/or mental health conditions that are being released from County jail, the County hospital, or community-based service programs;
- Disabled adults and older adults who need assistance with transportation in meeting daily needs such as attending doctor appointments or visiting nutrition sites;
- Non-risk criminal witnesses and victims of crime requiring transportation to and from Court appearances, criminal case meetings, medical appointments, job interviews, housing appointments, counseling and therapy appointments, shelters, and other community services; and
- Adults who are on probation and need assistance with transportation to comply with Court ordered requirements. This may include transportation to and from meetings with Probation, Court appearances, community service, counseling, drug testing and/or employment.

Transportation services currently used by these communities are provided by a combination of County offices, Santa Clara Valley Transportation Authority (VTA), and other public and private providers.

This memo provides a high-level overview of current County and VTA funding. A summary of a range of other potential sources of funding for the recommended strategies is also included. Specific funding sources per strategy are listed with the strategies in Chapter 4.

An obvious but necessary caution to stakeholders is that there are not many completely new or untapped sources of funding and competition for those can be significant. Using current funding sources for new programs also poses challenges as funding one new program necessarily trades off not funding something else. Previous data provided in this report may help demonstrate the needs and benefits of certain programs to the community and raise their priority.

A second caution is that many grant sources may only provide funding for a one or two-year pilot. It is therefore essential to plan for ongoing sustainable funding. Examples of ongoing funding may be general program funds (particularly if the pilot provides other cost savings) or transportation sales tax funding. Sources of funding that are used for a local match are often a logical choice for continued funding.

CURRENT FUNDING RESOURCES

County Funding

The County of Santa Clara serves a population of 1.9 million residents with a $7 billion budget, more than 70 agencies/departments and 22,000 employees. In June 2019 the Board of Supervisors approved an $8.1 billion dollar budget for Fiscal Year 2019-2020.
<table>
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<th>Budget Unit Description</th>
<th>Budget Unit No</th>
<th>FY 18-19 Adopted</th>
<th>FY 19-20 Adopted</th>
<th>Increase/Decrease</th>
<th>Percent Change</th>
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<td><strong>375,064,665</strong></td>
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### Figure C-2 Appropriations for Gross Expenditures By Budget Unit – Part B

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<th>Budget Unit Description</th>
<th>Budget Unit No.</th>
<th>FY 18-19 Adopted</th>
<th>FY 19-20 Adopted</th>
<th>Increase/Decrease</th>
<th>Percent Change</th>
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<td><strong>Children, Seniors, and Families</strong></td>
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<td>Department of Child Support Services</td>
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<td>Maddy Emergency Services Fund - Health SB 12</td>
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<td>2,100,000</td>
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<td>Custody Health Services</td>
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<td>91,492,294</td>
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<td>4,707,745</td>
<td>5.1%</td>
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<td>Behavioral Health Services Department</td>
<td>415</td>
<td>522,871,785</td>
<td>561,197,639</td>
<td>38,325,854</td>
<td>7.3%</td>
</tr>
<tr>
<td>Community Health Services</td>
<td>418</td>
<td>22,042,847</td>
<td>23,131,807</td>
<td>1,088,960</td>
<td>4.9%</td>
</tr>
<tr>
<td>Emergency Medical Services</td>
<td>420</td>
<td>6,035,981</td>
<td>6,603,582</td>
<td>567,601</td>
<td>9.4%</td>
</tr>
<tr>
<td>Children's Health Initiative</td>
<td>612</td>
<td>3,400,000</td>
<td>3,400,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Santa Clara Valley Medical Center Hospitals &amp; Clinics</td>
<td>921</td>
<td>1,917,731,358</td>
<td>2,498,573,860</td>
<td>580,842,502</td>
<td>30.3%</td>
</tr>
<tr>
<td><strong>Total Gross Expenditures</strong></td>
<td></td>
<td>$3,215,952,461</td>
<td>$3,892,497,611</td>
<td>$676,545,150</td>
<td>21.0%</td>
</tr>
<tr>
<td><strong>Housing, Land Use, Environment and Transportation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department of Planning and Development</td>
<td>260</td>
<td>20,103,515</td>
<td>21,680,949</td>
<td>1,577,434</td>
<td>7.8%</td>
</tr>
<tr>
<td>Department of Parks and Recreation</td>
<td>710</td>
<td>76,563,079</td>
<td>78,502,943</td>
<td>1,939,864</td>
<td>2.5%</td>
</tr>
<tr>
<td>Consumer and Environmental Protection Agency</td>
<td>262</td>
<td>25,302,810</td>
<td>28,343,129</td>
<td>3,040,319</td>
<td>12.0%</td>
</tr>
<tr>
<td>Department of Environmental Health</td>
<td>261</td>
<td>26,470,481</td>
<td>27,657,656</td>
<td>1,187,175</td>
<td>4.5%</td>
</tr>
<tr>
<td>Vector Control District</td>
<td>411</td>
<td>8,769,462</td>
<td>9,000,741</td>
<td>231,279</td>
<td>2.6%</td>
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<tr>
<td>Roads Department</td>
<td>603</td>
<td>60,025,703</td>
<td>99,162,589</td>
<td>39,136,886</td>
<td>65.2%</td>
</tr>
<tr>
<td>Airports Department</td>
<td>608</td>
<td>2,926,607</td>
<td>3,112,798</td>
<td>186,191</td>
<td>6.4%</td>
</tr>
<tr>
<td>County Sanitation District 2-3</td>
<td>192</td>
<td>8,661,374</td>
<td>9,254,059</td>
<td>592,685</td>
<td>6.8%</td>
</tr>
<tr>
<td>County Fire Districts</td>
<td>904</td>
<td>143,890,048</td>
<td>132,092,464</td>
<td>(11,797,584)</td>
<td>-8.2%</td>
</tr>
<tr>
<td>Los Altos Hills County Fire District</td>
<td>979</td>
<td>11,142,998</td>
<td>14,559,357</td>
<td>3,416,359</td>
<td>30.7%</td>
</tr>
<tr>
<td>South Santa Clara County Fire Protection District</td>
<td>980</td>
<td>6,428,429</td>
<td>6,368,508</td>
<td>(59,921)</td>
<td>-0.9%</td>
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<tr>
<td><strong>Total Gross Expenditures</strong></td>
<td></td>
<td>$390,284,506</td>
<td>$429,735,193</td>
<td>$39,450,687</td>
<td>10.1%</td>
</tr>
<tr>
<td><strong>Total Appropriation</strong></td>
<td></td>
<td>$7,434,156,280</td>
<td>$8,584,727,761</td>
<td>$1,150,571,481</td>
<td>15.5%</td>
</tr>
</tbody>
</table>

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13 Ibid.
Santa Clara Valley Transportation Authority (VTA)

The Santa Clara Valley Transportation Authority (VTA) is an independent special district responsible for bus and light rail operations, regional commuter and inter-city rail services, paratransit service, congestion management, specific highway improvement projects, and countywide transportation planning.

Figure C-3  Biennial Appropriation Summary (Dollars in Thousands)\textsuperscript{14}

<table>
<thead>
<tr>
<th>Fund</th>
<th>Fiscal Year 2020</th>
<th>Fiscal Year 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>VTA Transit-Operating</td>
<td>505,427</td>
<td>509,901</td>
</tr>
<tr>
<td>VTA Transit-Capital</td>
<td>216,752</td>
<td>--\textsuperscript{2}</td>
</tr>
<tr>
<td>2000 Measure A Transit Improvement Program-Operating</td>
<td>105,026</td>
<td>107,610</td>
</tr>
<tr>
<td>2000 Measure A Transit Improvement Program-Capital</td>
<td>903,685</td>
<td>--\textsuperscript{2}</td>
</tr>
<tr>
<td>Congestion Management Program-Operating</td>
<td>6,479</td>
<td>6,241</td>
</tr>
<tr>
<td>VTP Highway Improvement Program-Capital</td>
<td>282,663</td>
<td>--\textsuperscript{2}</td>
</tr>
<tr>
<td>Joint Development Program-Operating</td>
<td>421</td>
<td>311</td>
</tr>
<tr>
<td>Joint Development Program-Capital</td>
<td>8,350</td>
<td>--\textsuperscript{2}</td>
</tr>
<tr>
<td>Silicon Valley Express Lanes Program-Operating</td>
<td>1,967</td>
<td>3,013</td>
</tr>
<tr>
<td>2008 Measure B - BART Operating Sales Tax Program-Operating</td>
<td>1,050</td>
<td>1,124</td>
</tr>
<tr>
<td>2016 Measure B Program</td>
<td>442,460</td>
<td>--\textsuperscript{2}</td>
</tr>
</tbody>
</table>

Note: Where Fiscal Year 2021 cells are blank, the 2020 amount is for both years.

The 2016 Measure B transportation sales tax was suspended due to legal action until January of 2019 when VTA was able to begin dispersing funding.

Measure B Program Categories

The categories and transportation projects eligible for 2016 Measure B funds are as follows:

- VTA’s BART Silicon Valley Phase II: $1.5 Billion. Downtown San Jose & Santa Clara. Six miles, four stations. New regional rail corridor. Links to major transit
- Bicycle and Pedestrian Program $250 million. Eliminate bike/ped gaps. Improve connections, mobility. Safer, more convenient.
- Caltrain Grade Separations $700 million. Separate tracks from roadways. Safer for pedestrians, bicyclists. Reduce traffic congestion.
- County Expressways $750 million. 20 candidate projects. Intersections/interchanges, widening, grade separations. Reduce congestion, improve connections.
- Highway Interchanges $750 million. 24 candidate projects. Connectors, on/off ramps, widening. Improve connectivity, safety, reduce congestion.

- Local Streets and Roads $1.2 billion. Road repairs/improvements. Complete Streets requirement. All cities/towns receive funds.
- Transit Operations $500 million. Increase bus frequency. First/last mile connections. Programs: seniors, disabled, low-income, students.\(^{15}\)

The Transit Operations Program Area funding will be allocated for four programs identified in 2016 Measure B Attachment D. Only projects and programs currently listed on Attachment D are eligible.

- Enhance Frequent Core Bus Network by increasing core bus route service frequencies, and expanding or adding additional evening, late night and weekend service.
- Expand mobility services and affordable fare programs for seniors, disabled, students and low-income riders.
- Support new/innovative transit service models to address first/last mile connections and transit services for the transit dependent, vulnerable populations and paratransit users that is safe and accountable.
- Improve amenities at bus stops to increase safety, security and access with lighting and access improvements.

VTA’s planned programs for the FY18 & FY19 budget allocation will reduce fares for seniors and youth with a potential ultimate goal of free rides.\(^{16}\)

### POTENTIAL FUNDING RESOURCES

#### City/Local Sources

Many cities in the Bay Area have passed sales tax or parcel tax measures to fund a variety of needs including transportation. The following measures with a relation to transportation programs, youth, and/or seniors have been passed in Santa Clara County since 2010:

- Measure N: City of Campbell Hotel Tax Increase
- Measure M: City of Campbell Business License Tax
- Measure D: Los Altos Hotel Tax Increase
- Measure G: Los Gatos Sales Tax
- Measure R: Milpitas Hotel Tax Increase
- Measure H: Morgan Hill Hotel Tax Increase
- Measure P: Mountain View Per-Employee Business Tax
- Measure B: City of Palo Alto Hotel Tax
- Measure U: City of San Jose Marijuana Tax
- Measure M: Santa Clara Marijuana Business Tax
- Measure K: Sunnyvale Hotel Tax Increase

\(^{15}\) [https://www.vta.org/projects/funding/2016-measure-b](https://www.vta.org/projects/funding/2016-measure-b)

Members of the designated populations receive City services (e.g. senior centers) and their role in funding or supporting new programs in-kind should be considered.

Additionally, in 2010 Santa Clara County passed a Vehicle Registration Fee to “repair potholes, repave and maintain local streets, improve traffic flow on local roads; increase Santa Clara County’s share of state/federal matching funds; improve safety; and pay for other congestion and pollution mitigation projects”\textsuperscript{17}.

**State Sources**

**State Transit Assistance (STA) Program**

One of two state-level programs established by the Transportation Demand Act (TDA) of 1971, the State Transit Assistance (STA) Program can be used to finance a wide variety of transportation projects, including transit operations, bus and rail projects, and special transit service for people with disabilities. STA program funds are generated by state sales tax on diesel fuel. STA distributes funding to transit operators based on a formula whereby 50\% of funds are allocated based on the county’s population and 50\% of funds are allocated according to transit operator revenues for the fiscal year. Funds can be used for capital projects and for operational support.

**Location Transportation Fund**

The Location Transportation Fund (LTF) is the second program established by the Transportation Demand Act (TDA) of 1971. The Local Transportation Fund is derived from the \(\frac{1}{4}\) cent of the general sales tax collected statewide. The sales tax collected in each county is returned to the county where the tax was generated. Each regional transportation planning agency (RTPA) is responsible for allocating LTF money within their jurisdiction. LTF funds may be used for public transit services, planning and programming, bus and rail projects, local streets and roads, construction and maintenance, and bicycle and pedestrian facilities.

**Low Carbon Transit Operations Program (LCTOP)**

The Low Carbon Transit Operations Program (LCTOP) is funded by Cap-and-Trade Auctions. At its core, the intent of LCTOP is to reduce greenhouse gas emissions and increase transit ridership. LCTOP funds are directly allocated to transit agencies via the same formulas used by the STA program. Funds may be used for both capital and service programming, including increased service frequency, station area improvements, bicycle and pedestrian infrastructure, and transit pass programs.\textsuperscript{18}

**SB 1376 TNC Access for All Act**

In an effort to test and improve TNC accessibility and to foster local models that improve access to transportation for individuals with disabilities, the Governor signed Senate Bill (SB) 1376: TNC Access for All Act. Pursuant to SB 1386, the California Public Utilities Commission (CPUC) required TNCs to collect a ten cent ($0.10) fee on each TNC trip in California beginning on July 1, 2019. Fees will be directed to the TNC Access for All Fund, which supports the expansion of on-demand transportation for non-folding wheelchair users who require a wheelchair accessible

\textsuperscript{17} https://ballotpedia.org/Santa_Clara_County_Vehicle_Registration_Fee,_Measure_B_(November_2010)

\textsuperscript{18} http://www.transformca.org/sites/default/files/LCTOP_FINAL.pdf
vehicle (WAV). The per-trip fee is passed directly on to customers taking TNC trips that originate in preselected geographic areas. Access Funds will be distributed proportional to the percent of fees originating from that geographic area on a quarterly basis. Geographic areas were determined based on the demand for WAVs within the area and the outcome of CPUC-facilitated workshops.

**Caltrans Sustainable Transportation Planning Grant**

Caltrans developed the Sustainable Transportation Planning Grant to promote a balanced, comprehensive multimodal transportation system in California that encourages transit, bicycling, and walking. The grant, which consists of the Sustainable Communities and Strategic Partnerships Programs, may be used for a wide range of transportation planning projects that address local and regional transportation needs and issues. In 2017, Caltrans awarded $9.3 million for projects proposed by small rural cities, large cities, and transit agencies throughout California. Although Caltrans has removed grants dedicated for transit planning, transit-related projects are still eligible for funding.

**Transportation Fund for Clean Air (TFCA)**

In 1991, the California state legislature authorized the California Air Resources Board (CARB) to have each Air District in California impose a $4 surcharge on cars and trucks registered within the Air District’s jurisdiction to provide grant funding to eligible projects that reduce on-road motor vehicle emissions. Forty percent (40%) of collected fees are available to each county with the remaining 60% administered by the Air District through a separate process. Eligible projects must focus on air quality improvement and be cost effective. The Bay Area process is described under Regional Sources in BAAQMD.

**Regional Sources**

**Lifeline Transportation Program (LTP)**

In 2005, MTC created the Lifeline Transportation Program that funds transportation projects in low-income communities across the Bay Area. Since its launch, MTC has awarded more than $225 million; however, there are limitations on sponsor and project eligibility. A Lifeline project must address existing transportation gaps and fund certain programs: fixed-route bus service, transit stop improvements, pedestrian and bicycle access, and transportation services for children and seniors. Fund sources for the Cycle 5 Lifeline Transportation Program (covering a two-year programming cycle, FY2016-17 to FY2017-18) include State Transit Assistance (STA), and Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula funds.

**One Bay Area Grant Program (OBAG)**

MTC’s OBAG program is a grant program that incentivizes local jurisdictions to fund transportation projects within Priority Development Areas. Funds can be used for a myriad of

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investments including bicycle and pedestrian paths, bicycle lanes, Safe Routes to Transit, and Safe Routes to School projects. Eligibility is confined to cities that have adopted a Complete Streets policy. Funds originate from the region’s discretionary federal highway funding including Surface Transportation Program/Concentration Mitigation and Air Quality Improvement programs (STP/CMAQ).22

**Active Transportation, Complete Streets and Safe Routes to School Program**

In addition to the LTP and OBAG, MTC sponsors the Active Transportation, Complete Streets and Safe Routes to School Programs. This effort helps finance Complete Streets, Bay Trail development, and pedestrian and bicycle connectivity across the region. Safe Routes to School, a component of OBAG, distributes $5 million to cities, counties, and congestion management agencies to fund local projects that improve students’ access to schools. Projects include bicycle racks and secure parking, traffic calming, and bicycle safety trainings. Active transportation programs can be particularly beneficial to the populations in this study where access to a vehicle is limited.

**Bay Area Air Quality Management District (BAAQMD)**

Each year, the Air District allocates grant money from the Transportation Fund for Clean Air (TFCA) regional fund to public and private agencies through a competitive or first-come, first-served basis. Projects eligible for the funds include trip reduction programs, clean air vehicles and infrastructure, and bicycle facilities. According to the Air District, TFCA projects are evaluated based on their effectiveness in reducing polluting emissions. This past year (2019), the BAAQMD Board approved the allocation of $14 million in TFCA grant funds, available in FYE 2020.23

**Federal Sources**

Federal funding for public transit comes primarily through the U.S. Department of Transportation (U.S. DOT). Funding for the U.S. DOT is authorized by the Fixing America’s Surface Transportation (FAST) Act, the first federal transportation authorization in over a decade to fund federal surface transportation programs through 2020. The FAST Act was signed into law in December 2015, and provides $305 billion in funding over fiscal years 2016 through 2020 for the U.S. DOT and its subsidiary agencies, including the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA). The following summary is a simplified overview of funding for public transit based on the provisions of the FAST Act effective through September 2020.

The FTA allocates funding for transit systems in urbanized and rural areas and for programs for older adults and individuals with disabilities. The FTA allocates funds based on formulas or discretionary awards.

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FTA Formula Funds

Ten FTA funding programs apportion to urbanized areas (UZAs) or states by specific formula. Formula programs include:

- **Section 5303 Metropolitan Transportation Planning**: Awarded to states for planning activities.
- **Section 5304 Statewide Transportation Planning**: Awarded to states for statewide planning and other technical assistance.
- **Section 5305 Planning Programs**: Awarded to states, local governmental authorities, or MPOs for developing transportation plans and programs; planning, engineering, design, and evaluation of public transportation projects; and to conduct eligible technical studies relating to public transportation.
- **Section 5307 Urbanized Area Formula Program**: Authorizes federal capital (and occasionally operating and planning) assistance for transit in UZAs.
- **Section 5310 Special Needs of Elderly Individuals and People with Disabilities Program**: Awarded to states to help meet the transportation needs of the elderly and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
- **Section 5311 Formula Grants for Rural Areas**: Awarded to states for supporting public transit in rural areas with a population of less than 50,000, where many residents often rely on public transit to reach their destinations.
  - **Section 5311(b)(3) Rural Transit Assistance Program**: Awarded to states to assist in the design and implementation of training and technical assistance projects, research, and other support services tailored to meet the needs of transit operators in non-urbanized areas.
  - **Section 5311(c)(2)(B) Tribal Transit Formula Grants**: Awarded to federally recognized Indian tribes to provide public transportation services on and around Indian reservations or tribal land in rural areas.
- **Section 5314(a) Technical Assistance & Standards Development**: Awarded funding for technical assistance programs and activities that improve the management and delivery of public transportation and development of the transit industry workforce.
  - **Section 5314(b) Human Resources & Training**: Awarded to public transportation human resource and workforce development programs.
- **Section 5324 Public Transportation Emergency Relief Program**: Awarded to states and public transportation systems pay for protecting, repairing, and/or replacing equipment and facilities that may suffer or have suffered serious damage due to emergencies and natural disasters.
- **Section 5337 State of Good Repair Grants**: Awards fleet and system rehabilitation capital funds to state and local governments authorities in UZAs with fixed guideway and high intensity motorbus systems in revenue service for at least seven years.
- **Section 5339(a) Grants for Buses and Bus Facilities Formula Program**: Awarded to states and transit agencies to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities.
- **Section 5340 Growing States and High-Density States Formula Program:** Awarded partially to states under population forecast formulas and partially to UZAs within states with population densities greater than 370 people per square mile.

### FTA Discretionary/Competitive Funds

Eight FTA programs are based on discretionary funding. In addition to FTA grant programs, the FHWA administers programs that provide the flexibility to transfer funds to FTA for transit projects. However, the applicability of these funds may be limited due to stringent eligibility requirements and/or passed deadlines for Expressions of Interest. Discretionary programs authorized during the FAST Act include:

- **Section 3005(b) Pilot Program for Expedited Project Delivery**
- **Section 5307(h) Passenger Ferry Grant Program**
- **Section 5309 Capital Investment Grants**
- **Section 5312 Public Transportation Innovation**
- **Section 5312(i) Transit Cooperative Research Program**
- **Section 5339(b) Buses and Bus Facilities Program**
- **Section 5339(c) Low or No-Emission Vehicle Program**
- **Section 20005(b) Pilot Program for Transit-Oriented Development Planning**
- **Section 20157 Commuter Rail Positive Train Control Grants**
- **Access and Mobility Partnership Grants**
- **Better Utilizing Investments to Leverage Development (BUILD) Transportation Grants Program (formerly TIGER)**
- **Human Trafficking Awareness and Public Safety Initiative**
- **Integrated Mobility Innovation**
- **Mobility on Demand (MOD) Sandbox Program**
- **Public Transportation on Indian Reservations Program; Tribal Transit Program 5311(j)**
- **Safety Research and Demonstration Program**
- **Zero Emission Research Opportunity**

### Private/Corporate Sources

Since Santa Clara County is the home to Silicon Valley and a number of large recognizable corporations, this has prompted discussions about corporate responsibility and partnership. One response to these discussions was Google's June 2019 pledge to invest $1 billion dollars in land and money to construct housing in the Bay Area over the next decade.

The Manzanita Talks were a series of discussions from April-October 2019 convened by Joint Venture Silicon Valley, in partnership with the Bay Area Council. The purpose of the talks was to explore the logic and desirability of cross-sector collaboration to address “first and last mile” challenges, traffic mitigation, the potential for coordinating and integrating existing Transportation Management Associations, and whether to form a sub-regional Transportation...
Management Association on the mid-Peninsula. The Manzanita Report and Alternatives analysis is available online.

An important player in many discussions regarding Silicon Valley corporations and quality of life issues for the community is the Silicon Valley Leadership Group (SLVG). The SVLG was a major supporter of SB1 and Santa Clara County’s Measure B. They are currently supporting FASTER Bay Area, a proposed Region-wide sales tax measure. Opponents state that large employers are responsible for many of the Region’s increasing transportation problems and need to provide more support.

Opening discussions with the Foundations and policy groups listed may not lead to immediate funding but would highlight the needs of the designated populations, which these groups may not be aware of, and may lead to future attention and funding.

Service providers for vulnerable communities are sometimes able to access private funding through Foundations or similar organizations. Foundations supporting programs in Santa Clara County include:

- Valley Foundation
- Catholic Community Foundation of Santa Clara County
- Silicon Valley Community Foundation
- Peery Foundation
- Sobrato Family Foundation
- Chan/Zuckerberg Initiative

24 https://jointventure.org/initiatives/mobility/manzanita-talks
APPENDIX D

Stakeholder Interview Protocol
Appendix D  Stakeholder Interview Protocol

Thank you for taking the time to share your thoughts on the transportation needs of key populations in Santa Clara County. My name is [Redacted] and I work at Raimi + Associates. We are collaborating with Nelson\Nygaard, and we are working closely with the County Executive’s Office on this Transportation Needs Assessment Project. Your input will help shape the needs assessment where we will identify countywide, cross departmental solutions to the transportation challenges faced by six key populations which include:

1. Youth engaged in services through the Foster Care System
2. Individuals with serious mental illnesses and/or medical conditions accessing County services
3. Clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs
4. Disabled adults and older adults meeting daily needs
5. Non-risk criminal witnesses and victims of crime
6. Adults who are served by the Probation Department

Today’s interview will take 45-60 minutes and I’ll be asking you questions about the strengths, barriers, opportunities, and priorities related to transportation services for the key populations in San Clara County.

We’d like you to be as candid as possible. Information from the interviews will be analyzed in aggregate to identify themes across interviewees. We will also be highlighting specifics about key populations and in some cases your specific perspective so the recommendations can be specific. If there are comments you would like to flag as “confidential” or “off the record”, we can do that. We will not be attaching your name to any of your comments in written reports or summaries.

If it’s okay with you, I’d also like to record our conversation to make sure our notes are fully accurate, and will not be sharing the recording with anyone. Is that okay? Do you have any questions for me before we begin?

INTERVIEW QUESTIONS

What’s working well?

1. Can you please confirm which key populations you work with? How do the key populations that you work with currently access transportation services?
2. When thinking about the key populations in this study (see list above), what aspects of transportation and mobility in Santa Clara County work well today? 
   (Prompts: destinations that transit serves, accessible transit/paratransit, etc.)
3. How does the County’s network of transportation services currently support your clients?
What are the barriers?

4. Regarding the populations you work with, what are the barriers to getting them the transportation services they need?
   
   (Prompt: these can include the barriers your staff faces and the barriers the clients face)

5. What specific vulnerabilities do your clients face that the county should consider when providing transportation services to the key populations?

6. [WHEN APPROPRIATE/OPTIONAL] What transportation challenges and needs do foster parents have?

What are key opportunities to consider?

7. How can mobility and transportation services be improved in Santa Clara County to ensure that key populations get the services they most need?
   
   (Prompts: increased paratransit service, multimodal connections between specific destinations, more transit service, bike/ped facilities, new mobility services, better wayfinding and information, safety, etc.)

8. What could help ensure that the key populations identified for this needs assessment access and navigate services across multiple programs?
   
   (Probe: What are effective ways to coordinate transportation service information for clients?)

9. What transportation navigation services, if any, (past or present) in SCC County or in other jurisdictions have been useful?

10. What do you think about a centralized countywide client transportation coordination hub/ software/ database? What would this look like? What other jurisdictions/agencies are doing this well?

11. [OPTIONAL] How can the agency/providers, drivers, and clients best use technology to meet transportation needs (e.g., phone app to request rides)?

12. What kind of training/preparation is needed for drivers to work with the key populations that we have talked about (e.g., how to address riders with medical issues, etc.)?

13. [OPTIONAL/IF TIME] Could you describe any funding and/or resources that is/are available currently for transportation services? (e.g., staff positions, etc.)

14. Are agencies/organizations currently contracting out services?

What are the priorities?

15. What, if any, cost considerations should we consider for key populations?
   
   (Probe: If costs were associated, what would maximum costs be? Cost associated to key population, county taking on cost for clients, or another option?)

16. Thinking about all that we have talked about today, what are the top 2-3 transportation priorities in SCC that will best serve the key populations?

17. Those are all the questions I have for you today. Is there anything else you would like to add?

Thank you very much for your time today!
APPENDIX E
Community Survey Instrument
Appendix E  Community Survey Instrument

SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY

DIRECTIONS: Please answer the following questions as best as you can. You may skip any question. Your responses are anonymous. They will be analyzed as part of survey responses. The combined responses will be summarized and presented as part of the Santa Clara County Transportation Needs Assessment to improve service.

1. **In the past 7 days, which of the following modes of transportation have you used?** Check all that apply.
   - My own motor vehicle (car, truck, van, or motorcycle)
   - My own bicycle, skateboard, scooter, etc.
   - Walking
   - Wheelchair
   - Taxi
   - VTA bus
   - VTA light rail
   - VTA Access paratransit
   - Rides from friends or family members
   - Lyft or Uber
   - Volunteer driver program
   - Rented/app-based bike or scooter (e.g., Ford GoBike, Lime, Bird)
   - Other (e.g., carpool, BART, Caltrain, GoGo Grandparent, community/senior center vans) - Please specify:

2. **What 3 factors are most important when you are deciding what transportation mode(s) to use for a trip?** Check 3.
   - Cost
   - Total travel time
   - Number of transfers
   - Amount of walking required (between transit stop or parking spot and destination)
   - Safety
   - Physical accessibility (e.g., ramp, elevator, space for a folding wheelchair)
   - Flexibility (e.g., you can request a ride the same day, bus every 20 minutes)
   - How you can pay (e.g., cash, pre-paid Clipper card, credit card via phone app)
   - Other – Please specify:

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Nelson\Nygaard Consulting Associates Inc. | E-1
3. **What are your top 3 transportation challenges?** Check 3.

- □ Being able to afford transportation
- □ Physical inaccessibility of the vehicle (e.g., car, light rail)
- □ Physical barriers near destination or starting point (e.g., vehicles blocking sidewalk, no curb cuts)
- □ Needing to make transportation plans 1+ day in advance of a trip
- □ Making weekend trips
- □ Making evening trips
- □ Making early morning trips
- □ Distance between my home and public transit stop/transportation hub
- □ Distance between destination and public transit stop/transportation hub
- □ Traveling outside of Santa Clara County (e.g., Redwood City, Hayward, Salinas)
- □ Language barriers
- □ Other – Please specify:

4. **What is the purpose of your most frequent trips?** Check all that apply.

- □ Travel to/from your job
- □ Get food (e.g., grocery store, food pantry, congregate meal site)
- □ Get your child(ren) to/from school or childcare
- □ Access healthcare (e.g., doctor’s visit, physical therapy, counseling, filling a prescription)
- □ Travel to/from school or a training program
- □ Accomplish other errands (e.g., non-grocery shopping, going to laundromat)
- □ Visit or meet up with friends or family
- □ Make court/legal appointments or see a Probation Officer
- □ Visit a Community Center, Senior Center, Family Resource Center
- □ Get to appointments related to social services (e.g., renewing CalFresh enrollment, participating in supervised family visitation, attending CalWORKS trainings)
- □ Other – Please specify:
5. Of the places you need to visit at least once a month, which 5 are the most difficult for you to get to? Check 5.

- Your workplace
- Your child(ren)'s school or childcare/daycare location
- Your school or location for a training program
- A Community, Senior, or Family Resource Center
- Homeless/DV shelter or temporary housing
- Clinic or hospital
- Counseling, therapy, or substance use treatment
- Courthouse
- Jail or detention facility
- Probation Department
- Other government facilities or offices (e.g., Social Services office, WIC office, Reentry Resource Center)
- Other – Please specify:

6. Do you or another member of your household own (or lease) a motor vehicle? □ Yes □ No

7. In the past 12 months, how often have you had to miss an appointment due to transportation?

- Never
- Rarely
- Occasionally
- Nearly always
- Not sure

8. How strongly do you agree or disagree with these statements?

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
<th>Don't Know/Does Not Apply</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) I am able to get to the destinations where I need to go.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>b) The County agencies/programs that I interact with have helped me figure out transportation.</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

9. Which of the following applies to you?

- □ I own a smartphone (e.g., iPhone, Android)
- □ I own a cell phone, but it cannot access the internet
- □ I have a cell phone but don’t know if it can access the internet
- □ I do not have a cell phone
10. For each of the following statements, which applies to you?  

| a) I know how to send and receive text messages on a cell phone. | Yes | No | I don’t know |
| b) I know how to access the internet via a cell phone. | Yes | No | I don’t know |
| c) I have downloaded and used an app on a cell phone or tablet. | Yes | No | I don’t know |

The questions on the following page request information about who you are. Your answers are anonymous and will be used to ensure we hear from a wide range of County residents and the types of people eligible to use some of transportation services that Santa Clara County provides, so your responses are greatly appreciated.

Your responses will be analyzed as part of all survey responses and will not identify any individual. The combined responses will be summarized and presented as part of the Santa Clara County Transportation Needs Assessment to improve services.

If you are not comfortable answering any of these questions, you may skip them. Thank you for participating!


12. What is your ZIP code? ____________

13. How many people are in your household (including yourself)? ________________

14. How old are you?

- Under 18
- 18-24
- 25-59
- 60-79
- 80 or older
- I prefer not to answer

15. Which of the following best describes your race/ethnicity? Check all that apply.

- American Indian/Alaska Native
- Asian
  - Asian Indian
- Chinese
- Filipino
- Vietnamese
- Black / African American
- Latino / Hispanic
- Pacific Islander
- White
- Don’t know/Not sure
- Other - Please specify:
- Don’t know/Not sure
- I prefer not to answer
16. Which of the following best describes your gender/sex? Check all that apply.

- Man/Male
- Woman/Female
- Transgender or non-binary
- Other - Please specify: _________________
- I prefer not to answer

17. What language(s) do you speak at home or with your family? Check all that apply.

- English
- Spanish
- Vietnamese
- Chinese
- I prefer not to answer

18. Are either or both of the following true? Check all that apply.

- I have a disability that limits my access to transportation
- I receive support from County services (e.g., Valley Medical Center, CalWORKs, BHS)
- Neither apply to me
- I prefer not to answer

19. Are any of the following true? Check all that apply.

**In the past 5 years, I …**

- I have been a victim of crime (e.g., assault, theft)
- I have been arrested, in County jail, and/or on probation or community supervision
- None of these apply to me
- I prefer not to answer

20. Are either or both of the following true? Check all that apply.

**I and/or members of my family or household…**

- Have a serious medical condition and/or a serious mental illness
- Neither apply to me or my family/household
- I prefer not to answer
- Are (or have been) in foster care

THANK YOU FOR YOUR PARTICIPATION!
**EVALUACION DE NECESIDADES DE TRANSPORTE DEL CONDADO DE SANTA CLARA ENCUESTA COMUNITARIA**

**INSTRUCCIONES:** Favor de responder a las siguientes preguntas lo mejor que pueda. Puede pasar cualquier pregunta. Todas las respuestas son anónimas. Las respuestas serán presentadas en resumen como parte de la evaluación de necesidades de transporte del condado de Santa Clara para mejorar los servicios. ¡Gracias por participar!

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1. <strong>En los últimos 7 días, ¿cuál de los siguientes modos de transporte ha utilizado?</strong> <em>Marque todo lo que corresponda.</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Mi propio vehículo de motor (coche, camioneta o motocicleta)</td>
<td>[ ] Bus de VTA</td>
</tr>
<tr>
<td>[ ] Mi propia bicicleta, patineta, scooter, etc.</td>
<td>[ ] Tren de VTA</td>
</tr>
<tr>
<td>[ ] Caminar</td>
<td>[ ] Para transporte de VTA Access</td>
</tr>
<tr>
<td>[ ] Silla de ruedas</td>
<td>[ ] Taxi</td>
</tr>
<tr>
<td>[ ] Viajes de amigos o familiares</td>
<td>[ ] Lyft o Uber</td>
</tr>
<tr>
<td>[ ] Bicicleta o scooter alquilada (por ejemplo, Ford GoBike, Lime, Bird)</td>
<td>[ ] Programa de conductores voluntarios</td>
</tr>
<tr>
<td>[ ] Otros (p. ej., viaje compartido, BART, Caltrain, GoGo Grandparent, servicios de transporte de centros) - Por favor especifique:</td>
<td></td>
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<tbody>
<tr>
<td>2. <strong>¿Cuáles son los 3 factores más importantes para usted cuando está decidiendo qué modo(s) de transporte va a utilizar para un viaje?</strong> <em>Marque tres (3).</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] Costo</td>
<td>[ ] Accesibilidad física (p. ej., rampa, ascensor, espacio para una silla de ruedas plegable)</td>
</tr>
<tr>
<td>[ ] Tiempo total de viaje</td>
<td>[ ] Flexibilidad (p. ej., puede solicitar un viaje el mismo día, autobús cada 20 minutos)</td>
</tr>
<tr>
<td>[ ] Número de transferencias</td>
<td>[ ] Como se paga (p. ej., efectivo, tarjeta Clipper prepagada, tarjeta de crédito a través de la aplicación de teléfono)</td>
</tr>
<tr>
<td>[ ] Tiempo requerido para caminar (entre la parada de tránsito o lugar del estacionamiento y el destino)</td>
<td>[ ] Otro – Por favor especifique:</td>
</tr>
<tr>
<td>[ ] Seguridad</td>
<td></td>
</tr>
</tbody>
</table>
### 3. ¿Cuáles son los 3 principales retos de transporte para usted? Marque tres (3).

<p>| | |</p>
<table>
<thead>
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</thead>
<tbody>
<tr>
<td>☐</td>
<td>Poder pagar el transporte</td>
</tr>
<tr>
<td>☐</td>
<td>Inaccesibilidad física del vehículo (p. ej., coche, tren ligero)</td>
</tr>
<tr>
<td>☐</td>
<td>Obstáculos físicos cerca del destino (p. ej., vehículos bloquean la acera, falta de cortes de bordillo)</td>
</tr>
<tr>
<td>☐</td>
<td>Necesidad de hacer planes de transporte 1 día antes (o más de un día) de un viaje</td>
</tr>
<tr>
<td>☐</td>
<td>Hacer viajes durante el fin de semana</td>
</tr>
<tr>
<td>☐</td>
<td>Hacer viajes por la tarde</td>
</tr>
<tr>
<td>☐</td>
<td>Hacer viajes por la mañana</td>
</tr>
<tr>
<td>☐</td>
<td>Dificultades con el idioma</td>
</tr>
<tr>
<td>☐</td>
<td>Distancia entre mi casa y la parada del transporte público / centro de transporte</td>
</tr>
<tr>
<td>☐</td>
<td>Distancia entre el destino y la parada del transporte público/centro de que transporte</td>
</tr>
<tr>
<td>☐</td>
<td>Viajar fuera del condado de Santa Clara (p. ej., Redwood City, Hayward, Salinas)</td>
</tr>
<tr>
<td>☐</td>
<td>Otro – Por favor especifique:</td>
</tr>
</tbody>
</table>
4. ¿Cuál es el propósito de los viajes más frecuentes? Marque todo lo que corresponda.

- Viaje a/desde su trabajo
- Llevar a su(s) hijo/a(s) a/desde la escuela o el cuidado de niños
- Viaje a/desde la escuela o clases de formación
- Visitar o reunirse con amigos o familiares
- Visitar un Centro Comunitario. Centro Para Adultos Mayores, Centro de Recursos Familiares
- Obtener alimentos (p. ej., tienda de comestibles, despensa de alimentos, comedores comunitarios)
- Obtener atención médica (p. ej., visita al médico, terapia física, terapia, llenar una receta médica)
- Lograr otros mandados (p. ej., ir a la lavandería, ir de compras)
- Ir a citas que tiene que ver con los servicios sociales (p. ej., renovar la inscripción de CalFresh, participar en visitas familiares supervisadas, asistir a clases de formación de CalWORKS)
- Ir a nombramientos judiciales o legales o ver a un agente de libertad condicional
- Otro – Por favor especifique:

5. De los lugares que necesita visitar al menos una vez al mes, ¿cuáles son los 5 más difíciles de llegar? Marque cinco (5).

- Su lugar de trabajo
- La escuela de su(s) hijo/a(s) o el lugar de cuidado de niños / guardería
- Su escuela o lugar de unas clases de formación
- Un Centro de Recursos Comunitarios, Familiares, o De La Tercera Edad
- Refugio para personas sin hogar / de violencia doméstica o vivienda temporal
- Clínica u hospital
- Terapia de consejería, terapia física, o tratamiento de consumo de sustancias
- Juzgado
- Cárcel o centro de detención
- Departamento de Libertad Condicional
- Otras instalaciones u oficinas gubernamentales (p. ej., oficina de Servicios Sociales, oficina de WIC, Centro de Recursos de Reingreso)
- Otro – Por favor especifique:

6. ¿Usted u otro miembro de su hogar posee (o alquila) un vehículo de motor?  

- Sí  
- No
7. **En los últimos 12 meses, ¿con qué frecuencia ha perdido una cita debido al transporte? Marque una (1).**
   - Nunca
   - Raramente
   - Ocasionalmente
   - Casi siempre
   - No estoy seguro

8. **¿Qué tan de acuerdo está con las siguientes frases?**

<table>
<thead>
<tr>
<th>Muy de acuerdo</th>
<th>De acuerdo</th>
<th>En desacuerdo</th>
<th>Muy en desacuerdo</th>
<th>No se/no aplica</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Puedo llegar a los destinos a los que tengo que ir.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b) Las agencias / los programas del Condado con los que interactué me han ayudado a averiguar el transporte.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

9. **¿Cuáles de las frases siguientes se aplica a usted? Marque una (1).**

   - Tengo un teléfono inteligente (p. ej., iPhone, Android)
   - Tengo un teléfono celular, pero no puedo acceder al internet
   - No tengo un teléfono celular

10. **¿Cuáles de las frases siguientes se aplica a usted?**

    | Sí | No | No sé |
    |----|----|------|
    | a) Sé cómo enviar y recibir mensajes de texto en un teléfono celular. | ☐ | ☐ | ☐ |
    | b) Sé cómo acceder al internet a través de un teléfono celular. | ☐ | ☐ | ☐ |
    | c) He descargado y utilizado una aplicación en un teléfono celular o en una tableta. | ☐ | ☐ | ☐ |

Las preguntas en la página siguiente solicitan información sobre usted. Sus respuestas son anónimas y se utilizarán para asegurarnos que hemos podido incluir las perspectivas de residentes diversas del condado y de personas elegibles para usar algunos de los servicios de transporte que el Condado de Santa Clara proporciona, y lo que sus respuestas son muy apreciadas. A la vez, si no se siente cómodo respondiendo a cualquiera de estas preguntas, puede pasarla. Las respuestas serán
presentadas en resumen y ningún individuo se identificará. Las respuestas se informará la evaluación de necesidades de transporte del condado de Santa Clara para mejorar los servicios. ¡Gracias por participar!

11. ¿En qué ciudad vive? ________________________________

12. ¿Cuál es su código postal? _________

13. ¿Cuántas personas hay en su hogar (inclusive de usted)? ______________________

14. ¿Cuántos años tiene?
   - Menor de 18 años
   - 18-24
   - 25-59
   - 60-79
   - 80 años o más
   - Prefiero no responder

15. ¿Cuál(es) de las siguientes opciones describe mejor su raza/etnicidad? Marque todo lo que corresponda.
   - Indio Americano/Nativo de Alaska
   - Asiático
     - Indio Asiático
     - Chino
     - Filipino
     - Vietnamita
   - Negro / Africano Americano
   - Latino / Hispano
   - Isleño del Pacífico
   - Blanco
   - No sé/No estoy seguro
   - Prefiero no responder

16. ¿Cuál de las siguientes opciones describe mejor su sexo/género? Marque todo lo que corresponda.
   - Hombre/Masculino
   - Mujer/Femenino
   - Transgénero o no binario
   - Prefiero no responder
   - Otro - Por favor especifique:
17. **¿Qué idioma(s) habla en casa o con su familia? Marque todo lo que corresponda.**

- [ ] Inglés
- [ ] Español
- [ ] Chino
- [ ] Prefiero no responder
- [ ] Otro – Por favor especifique:

18. **¿Es alguna de las siguientes frases ciertas para usted? Marque todo lo que corresponda.**

- [ ] Tengo una discapacidad que limita mi acceso al transporte
- [ ] Recibo apoyo de los servicios del Condado (p. ej., Valley Medical Center, CalWORKs, BHS)
- [ ] Ninguno aplica a mí
- [ ] Prefiero no responder

19. **¿Es alguna de las siguientes frases ciertas para usted? Marque todo lo que corresponda.**

   **En los últimos 5 años, yo ...**

- [ ] He sido víctima de un delito (p. ej., asalto, robo)
- [ ] He sido arrestado, he estado en la cárcel del condado, y/o en libertad condicional o en supervisión de la comunidad
- [ ] Ninguna aplica a mí
- [ ] Prefiero no responder

20. **¿Es alguna de las siguientes frases ciertas para usted? Marque todo lo que corresponda.**

   **Yo y/o los miembros de mi familia o hogar...**

- [ ] Tengo/Tienen una condición médica grave y/o una enfermedad mental grave
- [ ] Ninguna aplica a mi o a miembros de mi familia o hogar
- [ ] Prefiero no responder

- [ ] Estoy/Están (o estuve/han estado) en el sistema de acogida de niños

¡GRACIAS POR SU PARTICIPACION!
## ĐÁNH GIÁ NHU CẦU VẬN TẢI QUÂN SANTA CLARA KHẢO SÁT CỘNG ĐỒNG

Hướng dẫn: Xin trả lời những câu hỏi sau đây dựa theo điều kiện cá nhân. Các câu trả lời của quý vị sẽ được án dán. Chúng sẽ được tích trữ như một phần của tất cả các câu trả lời khách. Toàn bộ các câu trả lời kết hợp sẽ được tổng kết và trình bày như một phần của Chương Trình Đánh Giá Nhu Cầu Vận Tải của Hạt Santa Clara nhằm cải thiện các dịch vụ. Xin cảm ơn đã đi đến khảo sát này!

### 1. Trong 7 ngày vừa qua, quý vị đã sử dụng phương tiện chuyên chở nào sau đây?

Xin đánh vào tất cả ô nào đúng nhất.

- [ ] Xe của tôi (xe hơi, xe truck, xe van, hay xe máy)
- [ ] Xe đạp của tôi, xe ván trượt, xe tay ga hay scooter v.v.
- [ ] Đi bộ hay bằng xe lăn
- [ ] Đi nhờ bạn bè hay người trong gia đình
- [ ] Xe buýt VTA
- [ ] Xe đường sắt VTA
- [ ] Xe cơ quan paratransit VTA
- [ ] Taxi
- [ ] Lyft or Uber
- [ ] Chương Trình Chuyển Chở Tình Nguyên
- [ ] Mượn xe đạp/xe máy qua ứng dụng App (v.d., Ford GoBike, Lime, Bird)
- [ ] Các phương tiện khác (v.d., đi xe chung, xe BART, Caltrain, GoGo Grandparent, xe van của các địa điểm cộng đồng/ Trung tâm dinh dưỡng cho cao niên) – Xin nêu rõ:

### 2. 3 yếu tố nào sau đây là quan trọng nhất nếu quý vị cần sử dụng phương tiện đi đâu?

Xin đánh vào 3 ô

- [ ] Giá cả
- [ ] Tổng thời gian di chuyển
- [ ] Số lần chuyển xe
- [ ] Số lần phải đi bộ (giữa các trạm hay bãi đậu xe hay bên ngoài)
- [ ] An Toàn
- [ ] Thích nghi cho cơ thể của mình (v.d., lên dốc cao, thang máy, có chỗ cho xe lăn không)
- [ ] Tiền lợi (v.d., Cứ 20 phút trong cùng ngày quý vị có thể đăng ký một chuyến đi)
- [ ] Cách trả tiền (v.d., tiền mặt, thẻ trả tiền Clipper, thẻ tín dụng qua app phone)
- [ ] Các điều khác– Xin nêu rõ:

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![Packet Pg. 309](15.b)
3. **3 điều khó khăn nhất cho sự chuyên chở của quý vị?** Đánh dấu 3 ô.

- Làm sao có đủ tiền trả
- Thời gian không vào được trong xe (v.d., xe hơi, xe tàu điện)
- Vật cản đường nơi gần đến hay nơi sắp đi (v.d., bị nhiều xe chắn đường đi bộ, không có lề đường)
- Cân lên kế hoạch về phương tiện chuyên chở 1 ngày hay lâu hơn trước chuyên chở
- Đi trong ngày Weekend
- Đi vào buổi tối
- Đi vào sáng sớm
- Ngôn ngữ bất đồng
- Khoảng cách giữa nhà và trạm/trung tâm chuyên chở công cộng
- Khoảng cách giữa nơi đến và trạm/trung tâm chuyên chở công cộng
- Đi ra khỏi hạt Santa Clara County (v.d., Redwood City, Hayward, Salinas)
- Các điều khác – Xin nêu rõ:

4. **Mục đích của các chuyến đi thường xuyên nhất của quý vị là gì?** Xin đánh dấu vào tất cả các ô đúng.

- Đi đến/về từ chỗ làm
- Đi mua thức ăn (v.d., tiệm tạp hóa, nơi nấu đồ, tiệm CalFresh)
- Đi đến các cơ quan xã hội (v.d., đăng ký CalFresh lại, tham gia các buổi giám định thăm viếng gia đình, tham dự các cuộc huấn luyện của CalWorks)
- Đi đến/về từ trường hay nơi học tập, nơi nấu ăn, các địa điểm ăn uống
- Đi thăm hay hội họp bạn bè, tư vấn, đi lấy thuốc
- Đi hầu tòa hay gặp gỡ nhân viên quản chế
- Đi các công chuyện khác (v.d., đi công chuyện lặt vặt đi giặt đồ)
- Đi đến các cơ quan xã hội (v.d., đăng ký CalFresh lại, tham gia các buổi giám định thăm viếng gia đình, tham dự các cuộc huấn luyện của CalWorks)
- Các điều khác – Xin nêu rõ:
5. Trong những nơi quý vị cần đến ít nhất mỗi tháng một lần, 5 nơi sau đây là khó khăn nhất cho quý vị? Đánh dấu...

- [ ] Nơi làm việc
- [ ] Trường học hay nơi giữ trẻ
- [ ] Trường học hay nơi huấn luyện
- [ ] Cơ sở Cộng đồng, trung tâm Cao Niên, hay Trung Tâm Bảo Vệ Gia Đình
- [ ] Cơ quan quản chế
- [ ] Những nơi làm việc khác của nhà nước (v.d. Sở Xã Hội, Văn Phòng WIC, Trung Tâm Reentry Resource)
- [ ] Các điều khác – Xin nêu rõ:

6. Quý vị hay thành viên nào trong gia đình sở hữu (hay cho thuê) một xe máy?

- [ ] Có
- [ ] Không

7. Trong 12 tháng qua, quý vị đã bị lỡ hẹn bao nhiêu lần vì vấn đề chuyên chở?

- [ ] Không bao giờ
- [ ] Rất hiếm
- [ ] Thỉnh thoảng
- [ ] Hầu như lúc nào
- [ ] Không biết

8. Quý vị đồng ý như thế nào về những điều sau đây?

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<thead>
<tr>
<th>Rất đồng ý</th>
<th>Đồng ý</th>
<th>Không đồng ý</th>
<th>Rất không đồng ý</th>
<th>Không biết/Không liên quan</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
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<td>☐</td>
</tr>
</tbody>
</table>

a) Tôi có thể đến những nơi tôi cần đến.

b) Các cơ quan/chương trình của County mà tôi có liên hệ đã giúp tôi phương tiện chuyên chở.
SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT | APPENDICES
County of Santa Clara

9. Những điều gì sau đây đúng với quý vị?

☐ Tôi sở hữu một smart phone (v.d., iphone, Android)  ☐ Tôi sở hữu một cell phone nhưng không vào internet được
☐ Tôi sở hữu một cell phone nhưng tôi không biết tôi có vào internet được không  ☐ Tôi không có cell phone

10. Trong từng điều gì sau đây, điều gì đúng với quý vị?

<table>
<thead>
<tr>
<th>Có</th>
<th>Không</th>
<th>Tối không biết</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Tôi biết gửi và nhận tin nhắn trong cell phone</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>b) Tôi biết xử dụng Internet qua cell phone</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>c) Tôi đã từng tải và xử dụng app trên cell phone hay máy tính bảng.</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Những câu hỏi trong trang tiếp theo nhằm để biết quý vị là ai. Câu trả lời của quý vị là ẩn danh và sẽ được dùng để đảm bảo rằng chúng tôi nghe được từ nhiều cư dân của County và những người nào đầu tiên sử dụng một số dịch vụ chuyển đổi tại nhà. Câu trả lời của quý vị sẽ được phân tích như một phần của tất cả các câu trả lời khác và sẽ không xác định bất kỳ cá nhân nào. Toàn bộ các câu trả lời sẽ được tổng hợp và trình bày như một phần của Chuồng Trình Đánh Giá Như Cầu Vận Chuyển của Hạt Santa Clara nhằm cài thiện các dịch vụ. Nếu quý vị không thoải mái trả lời bất kỳ câu hỏi nào, quý vị có thể bỏ qua.

11. Quý vị sống ở thành phố nào? ________________________

12. Số zip là bao nhiêu? ________________

13. Trong nhà quý vị có bao nhiêu người (kể cả chính quý vị)? ________________________

14. Quý vị bao nhiêu tuổi?

☐ Đưới 18  ☐ 25-59  ☐ 80 hay hơn
☐ 18-24  ☐ 60-79  ☐ Tôi không muốn trả lời
15. Chủng tộc nào sau đây đúng nhất cho quý vị?

- Bắc Mỹ/Dân bản địa Alaska
- Châu Á
  - Ấn Độ
  - Trung Hoa
  - Phi Luật Tân
- Trung Hoa
- Việt Nam
- Da đen/Mỹ Châu Phi
- Người Latin/Mễ Tây Cơ
- Vùng đảo Thái Bình Dương
- Ý
- Ai Cập

Xin đánh dấu vào tất cả các ô đúng cho quý vị.

16. Giới tính nào sau đây đúng nhất cho quý vị?

- Nam
- Nữ
- Chuyển giới hay ai nam ai nữ
- Thuộc giới tính khác – Xin nêu rõ:

17. Quý vị dùng ngôn ngữ nào ở nhà hay với gia đình?

- Tiếng Anh
- Tiếng Việt Nam
- Dùng ngôn ngữ khác – Xin nêu rõ:
- Tiếng Mễ
- Tiếng Hoa

18. 1 trong 2 điều này đúng hay cả 2 điều đúng?

- Tôi bị tàn phế làm hạn chế cách di chuyển.
- Tôi nhận sự giúp đỡ của County (v.d., Valley Medical Center, CalWORKs, BHS)
- Không điều gì đúng với tôi

19. Có điều gì sau đây là đúng?

- Tôi từng là nạn nhân của tội ác (v.d., tấn công, trộm cắp)
- Tôi bị bắt ở trong County, và/hay bị quản chế hay làm công việc công đồng có giám thị
- Không điều nào đúng với tôi
- Tôi không muốn trả lời
20. 1 trong 2 điều này đúng hay cả 2 điều đúng? Xin đánh dấu vào tất cả các ô đúng.

Tôi và/hay nhiều thành viên trong gia đình hay trong hộ tôi ở ....

☐ Có tình trạng sức khỏe nghiêm trọng và/hay bị tâm thần nặng

☐ Đang (hay đã từng) trong chương trình con nuôi

☐ Không đúng với tôi,

☐ Không dùng với tôi,

☑ Tôi không muốn trả lời

người trong hộ tôi.

XIN CẢM ƠN SỰ THAM GIA CỦA QUÝ VỊ!
聖塔卡拉卡縣交通需求評估 社區調查

提示：請盡量回答以下問題。您可以跳過任何問題。您的回覆是匿名的。它們將作為所有調查回覆的一部分進行分析。綜合回覆將作為聖克拉拉縣交通需求評估的一部分進行總結和呈現，以改善服務。感謝您的參與！
1. 在過去7天內，您曾經使用以下哪種交通方式？請選取所有適用者。
   - 個人汽車（房車、卡車、包車或摩托車）
   - VTA 公車
   - VTA 輕軌
   - 個人自行車，滑板，滑板車等
   - VTA 輔助客運
   - 步行或輪椅
   - 計程車
   - 朋友或家人提供之便車
   - Lyft or Uber
   - 晚間計程車
   - 產業計劃
   - 出租／應用程式為本之自行車或腳踏板車（例如：Ford GoBike、Lime、Bird）
   - 其他（例如：共乘車、BART，Caltrain，GoGo Grandparent，社區／長者中心籠包車）- 請註明：

2. 行程之先，當您決定使用那種交通方式時，最重要之3 個因素為何？請選取3 項。
   - 優價
   - 全程所需時間
   - 中轉接駁次數
   - 所需步行量（在中轉點或停車點與目的地間之行程）
   - 安全
   - 現實可能性（例如：坡道、電梯、輪椅折疊空間）
   - 您如何支付（例如：現金，預付費 Clipper 卡，手機應用程式之信用卡）
   - 運行的靈活度（例如：您可以在即時要求乘車，公車每 20 分鐘一班）
   - 其他 - 請註明：

3. 您當下之三項交通挑戰是什麼？請選取3 項？
   - 能夠負擔得起
   - 現實不可使用汽車（例如：房車、輕軌）
   - 目的地及出發點附近之實質障礙（例如，車輛阻塞人行道，沒有路線切割位）
   - 需要在行程前一天或以上預約
   - 雅致方案
   - Distance 我家與公共交通站／交通樞紐間之距離
   - 運行的靈活度（例如：您可以在即時要求乘車，公車每 20 分鐘一班）
   - 資源限制
   - 經濟因素
   - 目的地與公共車站／交通樞紐間之距離
   - 其他 - 請註明：

4. 您當下之三項交通挑戰是什麼？請選取所有適用者？
   - 往返工作
   - 接送孩童往返學校或托兒中心
   - 往返學校或受訓課程
   - 訪客或會見朋友或家人
   - 往返社區中心，長者中心
   - 獲取食物（例如：雜貨店、食品銀行、聚會餐點）
   - 取用醫療保健（例如：醫生診療、理療治療、醫療諮詢、處方藥物）
   - 前往與社會服務相關之約會（例如：更新 CalFresh 計划、參予受監察之家庭訪問、參加 CalWORKS 培訓）
   - 產法庭／法律預約或會晤緩刑官
   - 完成其他差事（例如：非交通行程、運動活動）
   - 其他 - 請註明：
5. 您每月最少需要到訪問一次之地方當中，那 5 個是您最難到達的？請選取 5 個。
   - 您的工作場所
   - 您孩童之學校或託兒／日間託管場所
   - 您學校或受訓場所
   - 社區、長者或家庭資源中心
   - 無家者／家暴庇護所或臨時住所
   - 無家者／家暴庇護所或臨時住所
   - 緬甸部門
   - 其他政府設施或辦公室（例如：社會服務辦公室、WIC 辦公室、再次入境資源中心
   - 輔導諮詢、治療或濫用藥物治療
   - 法院事務
   - 監獄或拘留所

6. 您或家中其他成員是否擁有（或租賃）汽車？
   - 是
   - 否

7. 在過去 12 個月內，您有多少次因交通而錯失約會？
   - 完全沒有
   - 極少
   - 間中
   - 幾乎經常
   - 不確定

8. 您對下列陳述之同意或不同意程度如何？
   - 我能夠前赴我所需要去之目的地
   - 我所屬縣政府機構／計劃，幫我弄清楚了交通問題

9. 以下那項適用於你？
   - 我有智能手機（例如：iPhone、Android）
   - 我有手機，但不能上網
   - 我有手機，但不知道能否上網
   - 我沒有手機

10. 以下各項陳述，那些適用於你？
   a) 我知道如何用手機收發文字短訊。
   b) 我知道如何用手機上網。
   c) 我曾用手機或平板電腦下載和使用應用程式。
<table>
<thead>
<tr>
<th>11. 您現居何市？</th>
<th>12. 您的郵政編號？</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>13. 您家庭共有多少成員？（包括你本人）</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>14. 您年齡多大？</th>
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<tbody>
<tr>
<td>□ 18 以下</td>
</tr>
<tr>
<td>□ 18-24</td>
</tr>
<tr>
<td>□ 25-59</td>
</tr>
<tr>
<td>□ 60-79</td>
</tr>
<tr>
<td>□ 80 or 以上</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. 以下哪項，最能描述您的種族／族裔？請選取所有適用者？</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 美洲印第安／阿拉斯加原住民</td>
</tr>
<tr>
<td>□ 專家／非裔美國人</td>
</tr>
<tr>
<td>□ 亞裔</td>
</tr>
<tr>
<td>□ 拉丁／西班牙裔人</td>
</tr>
<tr>
<td>□ 亞洲印度人</td>
</tr>
<tr>
<td>□ 太平洋島民</td>
</tr>
<tr>
<td>□ 華人</td>
</tr>
<tr>
<td>□ 菲律賓人</td>
</tr>
<tr>
<td>□ 越南人</td>
</tr>
<tr>
<td>□ 不知道／不確定</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
<tr>
<td>□ 其他- 請註明：</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. 以下哪項，最能說明您的性別／性向？請選取所有適用者。</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 男性/男性</td>
</tr>
<tr>
<td>□ 變性或性別酷兒</td>
</tr>
<tr>
<td>□ 女性/女性</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
<tr>
<td>□ 其他- 請註明：</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17. 您在家裡或與家人一起時所用語言？</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 英文</td>
</tr>
<tr>
<td>□ 越南文</td>
</tr>
<tr>
<td>□ 西班牙文</td>
</tr>
<tr>
<td>□ 中文</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
<tr>
<td>□ 其他- 請註明：</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>18. 以下陳述都是真實？請選取所有適用者</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 我有殘疾，限制了我獲取交通往還</td>
</tr>
<tr>
<td>□ 我有獲取縣政府服務（例如：Valley Medical Center, CalWORKs, BHS）</td>
</tr>
<tr>
<td>□ 我曾領取縣政府服務（例如：Valley Medical Center, CalWORKs, BHS）</td>
</tr>
<tr>
<td>□ 這些都不適用於我</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>19. 以下任何一項皆是真實？</th>
</tr>
</thead>
<tbody>
<tr>
<td>在過去五年，我……</td>
</tr>
<tr>
<td>□ 我是犯罪的受害者（例如：槍打、竊竊）</td>
</tr>
<tr>
<td>□ 我被捕，在監獄中服刑，及 /或緩刑或受社區監管</td>
</tr>
<tr>
<td>□ 這些都不適用於我</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>20. 以下陳述都是真實？請選取所有適用者</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 這些都不適用於我</td>
</tr>
<tr>
<td>□ 選擇不作答</td>
</tr>
</tbody>
</table>
Santa Clara County Transportation Needs Assessment

Introduction

This survey is available in English, as well as
Spanish / Esta encuesta está disponible en español: SurveyMonkey.com/r/SCCtransportation-Spanish
Chinese / 本调查以中文提供: SurveyMonkey.com/r/SCCtransportation-Chinese
Vietnamese / Khảo sát này có sẵn bằng tiếng Việt: SurveyMonkey.com/r/SCCtransportation-Vietnamese

Please answer the following questions as best as you can. You may skip any question. Your responses are anonymous. They will be analyzed as part of all survey responses. The combined responses will be summarized and presented as part of the Santa Clara County Transportation Needs Assessment to improve services.

Transportation Needs

1. In the past 7 days, which of the following modes of transportation have you used? Check all that apply:
   - My own motor vehicle (car, truck, van, or motorcycle)
   - My own bicycle, skateboard, scooter, etc.
   - Walking
   - Wheelchair
   - Taxi
   - VTA bus
   - VTA light rail
   - VTA Access para-transit
   - Rides from friends or family members
   - Lyft or Uber
   - Volunteer driver program
   - Rented/app-based bike or scooter (e.g., Ford GoBike, Lime, Bird)
   - Other (e.g., carpool, BART, Caltrain, GoGo Grandparent, community/ senior center vans)
     - Please specify:

Nelson\Nygaard Consulting Associates Inc. | E-23
2. What 3 factors are most important when you are deciding what transportation mode(s) to use for a trip? Check 3.

- Cost
- Total travel time
- Number of transfers
- Amount of walking required (between transit stop or parking spot and destination)
- Safety
- Physical accessibility (e.g., wheelchair ramp, elevator, space for a folding wheelchair)
- Flexibility (e.g., you can request a ride the same day, has every 20 minutes)
- How you can pay (e.g., cash, pre-paid Clipper card, credit card via phone app)
- Other - Please specify

3. What are your top 3 transportation challenges? Check 3.

- Being able to afford transportation
- Physical inaccessibility of the vehicle (e.g., car, light rail)
- Physical barriers near destination or starting point (e.g., vehicles blocking sidewalks, no curb cuts)
- Needing to make transportation plans 1+ day in advance of a trip
- Making weekend trips
- Making evening trips
- Making early morning trips
- Language barriers
- Distance between my home and public transit stop/transportation hub
- Distance between destination and public transit stop/transportation hub
- Traveling outside of Santa Clara County (e.g., Redwood City, Hayward, Salinas)
- Other - Please specify
4. What is the purpose of your most frequent trips? Check all that apply.

- Travel to/from your job
- Get your child(ren) to/from school or childcare
- Travel to/from school or a training program
- Visit or meet up with friends or family
- Visit a Community Center, Senior Center, Family Resource Center
- Get food (e.g., grocery store, food pantry, congregate meal site)
- Access healthcare (e.g., doctor’s visit, physical therapy, counseling, filling a prescription)
- Accomplish other errands (e.g., non-grocery shopping, going to laundromat)
- Get to appointments related to social services (e.g., renewing CalFresh enrollment, participating in supervised family visitation, attending CalWORKS trainings)
- Make court/legal appointments or see a Probation Officer
- Other – Please specify

5. Of the places you need to visit at least once a month, which 5 are the most difficult for you to get to? Check 5.

- Your workplace
- Your child(ren)’s school or childcare/daycare location
- Your school or location for a training program
- A Community, Senior, or Family Resource Center
- Homeless/DV shelter or temporary housing
- Clinic or hospital
- Counseling, therapy, or substance use treatment
- Courthouse
- Jail or detention facility
- Probation Department
- Other government facilities or offices (e.g., DMV, Social Services office, WIC office, Reentry Resource Center)
- Other – Please specify
Santa Clara County Transportation Needs Assessment

6. Do you or another member of your household own a motor vehicle?
   ○ Yes
   ○ No

7. In the past 12 months, how often have you had to miss an appointment due to transportation?
   ○ Never
   ○ Rarely
   ○ Occasionally
   ○ Nearly always
   ○ Not sure

8. How strongly do you agree or disagree with these statements?

| I am able to get to the destinations where I need to go. |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Strongly Agree  | Agree           | Disagree        | Strongly Disagree| Don't Know / Does Not Apply |
|                 |                 |                 |                 |                           |

<table>
<thead>
<tr>
<th>The County agencies/programs that I interact with have helped me figure out transportation.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strongly Agree</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

9. Which of the following applies to you?
   ○ I own a smartphone (e.g., iPhone, Android)
   ○ I own a cell phone, but it cannot access the internet
   ○ I have a cell phone but don't know if it can access the Internet
   ○ I do not have a cell phone

10. For each of the following statements, which applies to you?

<table>
<thead>
<tr>
<th>I know how to send and receive text messages on a cell phone.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I know how to access the Internet via a cell phone.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I have downloaded and used an app on a cell phone or tablet.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Santa Clara County Transportation Needs Assessment

Demographics

The questions on the following page request information about who you are. Your answers are anonymous and will be used to ensure we hear from a wide range of County residents and the types of people eligible to use some of the transportation services that Santa Clara County provides, so your responses are greatly appreciated.

Your responses will be analyzed as part of all survey responses and will not identify any individual. The combined responses will be summarized and presented as part of the Santa Clara County Transportation Needs Assessment to improve services.

If you are not comfortable answering any of these questions, you may skip them. Thank you for participating!

11. What city do you live in?

12. What is your ZIP code?

13. How many people are in your household (including yourself)?

14. How old are you?
   - Under 18
   - 18-24
   - 25-59
   - 60-79
   - 80 or older
   - I prefer not to answer

15. Which of the following best describes your race/ethnicity? Check all that apply.
   - American Indian/Alaska Native
   - Asian
   - Asian Indian
   - Chinese
   - Filipino
   - Vietnamese
   - Black / African American
   - Latino / Hispanic
   - Pacific Islander
   - White
   - Don’t know/Not sure
   - I prefer not to answer
   - Other - Please specify
16. Which of the following best describes your gender/sex? Check all that apply.

☐ Man/Male
☐ Woman/Female
☐ Transgender or non-binary
☐ I prefer not to answer
☐ Other - Please specify

17. What language(s) do you speak at home or with your family? Check all that apply.

☐ English
☐ Spanish
☐ Chinese
☐ Vietnamese
☐ I prefer not to answer
☐ Other - Please specify

18. Are either or both of the following true? Check all that apply.

☐ I have a disability that limits my access to transportation
☐ I receive support from County services (e.g., Valley Medical Center, CalWORKS, BHS)
☐ Neither apply to me
☐ I prefer not to answer

19. Are any of the following true? Check all that apply.

In the past 5 years, I...

☐ I have been a victim of crime (e.g., assault, ○ None of these apply to me theft)
☐ I have been subpoenaed as a witness in a criminal court case
☐ I have been arrested, in County jail, and/or on probation or community supervision

20. Are either or both of the following true? Check all that apply.

I and/or members of my family or household...

☐ Have a serious medical condition and/or a serious mental illness
☐ Are (or have been) in foster care
☐ Neither apply to me or my family/household
☐ I prefer not to answer

Please click ’Done’ below so your responses are recorded.

THANK YOU FOR YOUR PARTICIPATION!
15(b) Packet Pg. 327

Attachment: TNA_Appendices (100799 : Transportation Needs Assessment for County Clients)
## 14. 你通常在天亮时
- □ 每天
- □ 从不
- □ 有时
- □ 非常少
- □ 没有

## 15. 以下哪项，你最常使用的交通工具？
- □ 自行车
- □ 公共汽车
- □ 出租车
- □ 自驾车
- □ 其他

## 16. 以下哪项，你最常感到	
- □ 车上拥挤
- □ 车上安静
- □ 车上繁忙
- □ 车上舒适
- □ 车上不方便

## 17. 请在以下随机排列的数字中，选择你最常用的语言。
- □ 法文
- □ 西班牙文
- □ 中文
- □ 印度文
- □ 其他

## 18. 以下信息是否真实？
- □ 完全不准确
- □ 部分不准确
- □ 完全准确
- □ 部分准确
- □ 完全准确

请在下面的“完成”按钮上点击，以便记录您的回答。
衷心感谢参与！
1. Trong ngày cửa qua, quý vị có đi xe đón phương tiện chở hàng như sau hay?
Xe vậy tơi (xe hơi, xe tải, xe kéo, xe máy)
Xe đón tơi tơi (xe tải trọng, xe đẩy, xe kéo)
Xe đón hàng nhẹ (xe tải nhẹ, xe đẩy nhẹ)
Xe đón hàng nặng (xe tải nặng, xe đẩy nặng)
Xeessian vào (xe giao hàng)
Xe đón hàng VNA
Xe đón hàng VBA
Taxi
Lý kee Uber
Cong Trinh Cach Chay Co: Trinh Nguyen
Hoat dong chuyen qua cong cong (xe, xe tải, xe đẩy, xe máy)
Cac dien thoai: 123.456.789, 123.456.789
Xem phat o chua do di ngo trong ngay: Tong ban chuyen qua cong cong - Xem phat o
10. Có điều gì xảy ra liên quan?
   Xin đánh dấu vào tất cả các dấu.

   Trong 5 vấn đề quan trọng:
   - Sử dụng quá tải để chuyển chất.
   - Khiến điều kiện không tốt để chuyển
   - Sử dụng quá tải để chuyển
   - Sử dụng quá tải để chuyển
   - Sử dụng quá tải để chuyển

   (Vui lòng nhập vào "Xong" bên dưới để ghi lại)

Vui lòng nhập vào "Xong" bên dưới để ghi lại

XIN CÂM ƠN SỰ THAM GIA CỦA QUÝ VỊ
1. In the past 7 days, which of the following modes of transportation have you used? Check all that apply.
- My own motor vehicle (car, truck, van, or motorcycle)
- My own bicycle, skateboard, scooter, etc.
- Walking
- Wheelchair
- Taxi
- VTA bus
- VTA light rail
- VTA Access paratransit
- Rides from friends or family members (note: responses on next page)

2. What 3 factors are most important when you are deciding what transportation mode(s) to use for a trip? Check 3.
- Cost
- Total travel time
- Number of transfers
- Amount of walking required (between transit stop or parking spot and destination)
- Safety

NOTE: The responses continue on the following page.

3. What are your top 3 transportation challenges? Check 3.
- Being able to afford transportation
- Physical inaccessibility of the vehicle (e.g., car, light rail)
- Physical barriers near destination or starting point (e.g., vehicles blocking sidewalk, no curb cuts)
- Needing to make transportation plans 1+ day in advance of a trip
- Making weekend trips
- Making evening trips

NOTE: The responses continue on the following page.
SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT | APPENDICES

County of Santa Clara

SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY

- Visit a Community Center, Senior Center, Family Resource Center
- Get food (e.g., grocery store, food pantry, congregate meal site)
- Access healthcare (e.g., doctor’s visit, physical therapy, counseling, filling a prescription)
- Accomplish other errands (e.g., non-grocery shopping, going to laundromat)
- Get to appointments related to social services (e.g., renewing CalFresh enrollment, participating in supervised family visitation, attending CalWORKS trainings)
- Make court/legal appointments or see a Probation Officer
- Other – Please specify:

5. Of the places you need to visit at least once a month, which 5 are the most difficult for you to get to? Check 5.

- Your workplace
- Your children’s school or childcare/daycare location

NOTE: The responses continue on the following page.

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SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY

- Your school or location for a training program
- A Community, Senior, or Family Resource Center
- Homeless/DV shelter or temporary housing
- Clinic or hospital
- Counseling, therapy, or substance use treatment
- Court
- Jail or detention facility
- Probation Department
- Other government facilities or offices (e.g., Social Services office, WIC office, Reentry Resource Center)
- Other – Please specify:

6. Do you or another member of your household own (or lease) a motor vehicle?  □ Yes  □ No

SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY

- Which of the following applies to you?
  - I own a smartphone (e.g., iPhone, Android)
  - I own a cell phone, but it cannot access the internet
  - I have a cell phone but don’t know if it can access the internet
  - I do not have a cell phone

- For each of the following statements, which applies to you?

  a) I know how to send and receive text messages on a cell phone.
  □ Yes  □ I don’t know
  □ No

  b) I know how to access the internet via a cell phone.
  □ Yes  □ I don’t know
  □ No

  c) I have downloaded and used an app on a cell phone or tablet.
  □ Yes  □ I don’t know
  □ No

The questions on the following page request information about who you are. Your answers are anonymous and will be used to ensure we hear from a wide range of County residents and the types of people eligible to

Prepared by Raimi + Associates 6 of 12

SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY

- I am able to get to the destinations where I need to go.
  □ Strongly Agree  □ Strongly Disagree
  □ Agree  □ Don’t Know/Does Not Apply
  □ Disagree

- The County agencies/programs that I interact with have helped me figure out transportation.
  □ Strongly Agree  □ Strongly Disagree
  □ Agree  □ Don’t Know/Does Not Apply
  □ Disagree

Prepared by Raimi + Associates 7 of 12

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### DEMOGRAPHICS


12. What is your ZIP code? ____________

13. How many people are in your household (including yourself)? ____________

14. How old are you?

- [ ] Under 18
- [ ] 25-59
- [ ] 80 or older
- [ ] 18-24
- [ ] 60-79
- [ ] I prefer not to answer

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### TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY

15. Which of the following best describes your race/ethnicity? Check all that apply.

- [ ] American Indian/Alaska Native
- [ ] Asian
  - [ ] Asian Indian
  - [ ] Filipino
- [ ] Chinese
  - [ ] Vietnamese
- [ ] Black / African American
- [ ] Latino / Hispanic
- [ ] Pacific Islander
- [ ] White
- [ ] Don’t know/Not sure
- [ ] Other - Please specify: ________________________________

- [ ] I prefer not to answer

16. Which of the following best describes your gender/sex? Check all that apply.

- [ ] Man/Male
- [ ] I prefer not to answer
- [ ] Woman/Female
- [ ] Other - Please specify: ________________________________

- [ ] Transgender or non binary

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THANK YOU FOR YOUR PARTICIPATION!
1. En los últimos 7 días, cuáles de los siguientes modos de transporte ha utilizado? Marque todo lo que corresponda.

- Mi propio vehículo de motor (coche, camioneta o motocicleta)
- Mi propia bicicleta, patineta, scooter, etc.
- Caminar
- Silla de Ruedas
- Viajes de amigos o familiares
- Bus de VTA
- Tren de VTA
- Para transporte de VTA Access
- Taxi
- Lyft o Uber
- Programa de conductores voluntarios
- Bicicleta o scooter alquilada (por ejemplo, Ford GoBike, Lime, Bird)

2. ¿Cuáles son los 3 factores más importantes para usted cuando está decidiendo qué modo(s) de transporte va a utilizar para un viaje? Marque tres (3).

- Costo
- Tiempo total de viaje
- Número de transferencias
- Tiempo retenido para caminar (entre la parada de tránsito o lugar del estacionamiento y el destino)
- Seguridad
- Accesibilidad física (p. ej., rampa, ascensor, espacio para una silla de ruedas plegable)
- Flexibilidad (p. ej., puede solicitar un viaje el mismo día, autobús cada 20 minutos) NOTA: Las respuestas continúan en la siguiente página.

3. ¿Cuáles son los 3 principales retos de transporte para usted? Marque tres (3).

- Poder pagar el transporte
- Inaccesibilidad física del vehículo (p. ej., coche, tren ligero)
- Obstáculos físicos cerca del destino (p. ej., vehículos que bloquean la acera, falta de cortes de bordillo)
- Necesidad de hacer planes de transporte 1 día antes (o más de un día) de un viaje
- Hacer viajes durante el fin de semana
- Hacer viajes por la tarde
- Hacer viajes por la mañana

Dificultades con el idioma NOTA: Las respuestas continúan en la siguiente página.

4. ¿Cuál es el propósito de los viajes más frecuentes? Marque todo lo que corresponda.

- Viaje a/desde su trabajo
- Llevar a su(s) hijo(a)s a/desde la escuela o el cuidado de niños
- Viaje a/desde la escuela o clases de formación
- Visitar o reunirse con amigos o familiares
- Visitar un Centro Comunitario, Centro Para Adultos Mayores, Centro de Recursos Familiares

NOTA: Las respuestas continúan en la siguiente página.
1. De los lugares que necesita visitar al menos una vez al mes, ¿cuáles son los 5 más difíciles de llegar? Marque cinco (5).
   - Su lugar de trabajo
   - La escuela de su(s) hijo(s) o el lugar de cuidado de niños / guardería (NOTA: Las respuestas continúan en la siguiente página.)

7. En los últimos 12 meses, ¿con qué frecuencia ha perdido una cita debido al transporte? Marque una (1).
   - Nunca
   - Raramente
   - Casi siempre

8. ¿Qué tan de acuerdo está con las siguientes frases?
   a. Puedo llegar a los destinos a los que tengo que ir.
      - Muy de acuerdo
      - De acuerdo
      - Muy en desacuerdo
      - En desacuerdo
      - No se/ no aplica

9. ¿Cuáles de las frases siguientes se aplica a usted?
   a. Sé cómo enviar y recibir mensajes de texto en un teléfono celular.
      - Sí
      - No
   b. Sé cómo acceder al internet a través de un teléfono celular.
      - Sí
      - No
Las preguntas en la página siguiente solicitan información sobre usted. Sus respuestas son anónimas y se utilizarán para asegurarnos que hemos podido incluir las perspectivas de residentes diversas del condado y de personas elegibles para usar algunos de los servicios de transporte que el Condado de Santa Clara proporciona, por lo que sus respuestas son muy apreciadas. A la vez, si no se siente cómodo respondiendo a cualquiera de estas preguntas, puede pasarla. Las respuestas serán presentadas en resumen y ningún individuo se identificará. Las respuestas se informará la evaluación de necesidades de transporte del condado de Santa Clara para mejorar los servicios. ¡Gracias por participar!

**DEMOGRAFÍA**

11. ¿En qué ciudad vive? ________________________

12. ¿Cuál es su código postal? _____________

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**SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY**

13. ¿Cuántas personas hay en su hogar (inclusive de usted)? __________

14. ¿Cuántos años tiene?  
- Menor de 18 años  
- 18-24  
- 25-59  
- 60-79  
- 80 años o más  
- Prefiero no responder  

15. ¿Cuál(es) de las siguientes opciones describe mejor su raza/etnicidad? Marque todo lo que corresponda.  
- Indio Americano/Nativo de Alaska  
- Asiático  
  - Indio Asiático  
  - Filipino  
- Negro / Africano Americano  
- Latino / Hispano  
- Isleño del Pacífico  
- Blanco  NOTA: Las respuestas continúan en la siguiente página.

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**SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT COMMUNITY SURVEY**

16. ¿Cuál de las siguientes opciones describe mejor su sexo/género? Marque todo lo que corresponda.  
- Hombre/Masculino  
- mujer/Femenino  
- Transgénero o no binario  

17. ¿Qué idioma(s) habla en casa o con su familia? Marque todo lo que corresponda.  
- Inglés  
- Español  
- Chino  
- Vietnamita  
- Otro – Por favor especificar: __________________________

18. ¿Es alguna de las siguientes frases ciertas para usted? Marque todo lo que corresponda.  
NOTA: Las respuestas continúan en la siguiente página.

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**SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT**

**COMMUNITY SURVEY**

15. ¿Es alguna de las siguientes frases ciertas para usted? Marque todo lo que corresponda.

- [ ] Yo y/o los miembros de mi familia o hogar...
- [ ] Tengo/Tienen una condición médica grave y/o una enfermedad mental grave
- [ ] Estoy/Están (o estuve/han estado) en el sistema de acogida de niños
- [ ] Ninguna aplica a mí o a miembros de mi familia o hogar
- [ ] Prefiero no responder

**¡GRACIAS POR SU PARTICIPACIÓN!**

Prepared by Raimi + Associates
1. 在過去7天內，您曾使用以下那種交通方式？請選取所有適用者。

- 個人汽車（房車、卡車、轎車或摩托車）
- 個人自行車、滑板、滑板車等
- 步行或騎腳踏車
- 朋友或家人提供之便車
- VTA公車
- VTA輕鐵
- VTA輔助運輸
- 計程車
- Lyft or Uber
- 義務計程車 （注：下一页的回答）

2. 行程之先，當您決定使用那種交通方式時，最重要之3個因素為何？請選取3項。

- 價錢
- 全程所需時間
- 中轉次數
- 所需步行走程（指中轉點或停車點與目的地間之行程）
- 安全性
- 導航可用性（例如：高速公路、高架橋、立體停車場）
- 需活躍性（例如：您可以在即日需求乘車，公車每20分鐘一班） （注：下一页的回答）

3. 您对本三項交通挑戰是什麼？請選取3項。

- 能夠負擔得起
- 購買不可使用之車（例如：房車、輕鐵）
- 目的地或起點附近之實質障礙（例如，高腳板人行道、沒有路緣切割位）
- 需要在行程前一天或以上預約
- 週末行程
- 晚間行程
- 話語障礙
- 公車路線與公共交通站／交通樞紐間之距離

（注：下一页的回答）
SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT | APPENDICES

County of Santa Clara

15.b

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SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT
COMMUNITY SURVEY

☐ 本公司為社會服務相關之組織（例如：更新 CalFresh 計畫，參加 CalWORKS 培訓）
☐ 您受審計之家庭訪問（參加 CalWORKS 培訓）
☐ 您的法律顧問或律師
☐ 其他— 請註明：

2. 您每月最少需要到訪問一次之地方當中，那 5 個是您最難到達的？請選取 5 個。
☐ 您的工作場所
☐ 您孩子之學校或托兒所
☐ 您學校或訓練場所
☐ 社區、長者或家庭資源中心
☐ 無家者／家暴庇護所或臨時住所
☐ 無家者／家暴庇護所或臨時住所
☐ 診所或醫院
☐ 資訊諮詢、治療或藥物治療
☐ 法院事務
☐ 監獄或拘留所（注：下一页的回复）

SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT
COMMUNITY SURVEY

15.b

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SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT
COMMUNITY SURVEY

☐ 您有若干部門
☐ 您有政府設施或辦公室（例如：社會服務辦公室、WIC 辦公室）
☐ 您有入境資源中心
☐ 其他— 請註明：

3. 您家中其他成員是否擁有（或租賃）汽車？
☐ 是 ☐ 否

4. 在過去 12 個月內，您有多少次因交通而錯失約會？
☐ 完全沒有 ☐ 偶爾 ☐ 不確定
☐ 極少 ☐ 幾乎經常

5. 您對下列陳述之同意或不同意程度如何？

4) 我有曾經赴我所需要去之目的 ☐ 極度同意 ☐ 極度不同意
☐ 不知道／
☐ 同意 ☐ 不適用
☐ 不同意

SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT
COMMUNITY SURVEY

5) 我曾有手機或平板電腦下載和使用應用程式。 ☐ 是 ☐ 不知道
☐ 否

下頁問題，將要求有關您的個人資訊。您的回答是匿名的，用於確認我們所收集的資料。為確保您的資料安全，我們會將資料進行保密。對於某些交通服務的資料，我們可能將資料用作研究和檢討。您的回答將會作為所有調查和分析的一部分而被使用。我們會盡力保護您的資料。如果您不希望回答这些问题，可以跳过它们。

資料類別

11. 您現居何市？

12. 您的郵政編號？

13. 您家庭共有多少成員？（包括你本人）

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Attachment: TNA_Appendices (100799 : Transportation Needs Assessment for County Clients)
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COMMUNITY SURVEY

15. 您年齡多大？

- □ 18以下
- □ 25-59
- □ 80或以上
- □ 18-24
- □ 60-79
- □ 選擇不作答

16. 以下哪項，最能說明您的性別／性向？請選取所有適用者。

- □ 男性／男性
- □ 選擇不作答
- □ 女士／女性
- □ 其他-請註明：

- □ 陽性或性別酷兒

17. 您在家裡或與家人一起時所用語言？

- □ 英文
- □ 越南文
- □ 其他-請註明：
- □ 西班牙文
- □ 選擇不作答
- □ 中文

18. 以下陳述都是真實？請選取所有適用者

- □ 我有殘疾，限制了我接取交通方式
- □ 我正依賴縣政府服務（例如：Valley Medical Center, CalWORKS, DHS）
- □ 這些都不適用於我
- □ 選擇不作答

衷心感謝參與！
SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT | APPENDICES

County of Santa Clara

1. Trong 7 ngày vừa qua, quý vị đã sử dụng phương tiện chuyển cơ nào sau đây?
   - XIN ĐÁNH VÒI TẤT CẢ Ó MƯƠNG ĐƯỜNG ĐƯỜNG
   - Xe của tôi (xe hơi, xe truck, xe van, hay xe máy)
   - Xe đạp của tôi, xe đạp$new_line$trò chuyện, xe tay ga hay scooter v.v.
   - Đi bộ hay bằng xe lăn
   - Đi nhờ bạn bè hay người trong gia đình

Lưu ý: Các câu trả lời tiếp tục trên trang sau.

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2. 3 yếu tố nào sau đây là quan trọng nhất nếu quý vị cần sử dụng phương tiện di chuyển?
   - Đi di chuyển
   - Đi trong ngày (Weekend)
   - Đi vào buổi tối
   - Đi vào sáng sớm
   - Ngăn ngừa bắt đồng
   - Không cạnh tranh nhà và tàu/trung tâm chuyển cơ công cộng
   - Không cạnh tranh nơi đến và tàu/trung tâm chuyển cơ công cộng
   - Đi ra khỏi hạt Santa Clara County (v.v., Redwood City, Hayward, Salinas)

Lưu ý: Các câu trả lời tiếp tục trên trang sau.

Prepared by Raimi + Associates

Số lần chuyển xe
- Số lần phải đi bộ (gồm các tram hay b libido xe hay bên ở)
- Đi lốn
- Thích nghi cho cơ thể của mình (v.v., lên đọc cao, thang máy, có chỗ cho xe lên không)
- Tiền lơi (v.v., Cái 20 phút trong cùng ngày quý vị có thể dùng kỹ một chuyến đi)
- Cách thức (v.v., tiền mặt, thẻ thẻ tiền Clipper, thẻ dùng qua app phone)
- Các điều khác – Xin nêu rõ:

3. Điều khó khăn nhất cho sự chuyển cơ của quý vị?
   - Đi di chuyển
   - Đi trong ngày (Weekend)
   - Đi vào buổi tối
   - Đi vào sáng sớm

Lưu ý: Các câu trả lời tiếp tục trên trang sau.

Prepared by Raimi + Associates

NelsonNygaard Consulting Associates Inc. | E-46

Attachment: TNA_Appendices (100799 : Transportation Needs Assessment for County Clients)
SANTA CLARA COUNTY TRANSPORTATION NEEDS ASSESSMENT | APPENDICES
County of Santa Clara

ĐÁNH GIÁ NHU CẦU VĂN TÀI QUẬN SANTA CLARA KHÁO SÁT CÔNG ĐỘNG

☐ Đi đến/đến với chỗ làm
☐ Đi đến/đến trường học/đơn vị
☐ Đi đến/đến trường học hay nhà giả trú
☐ Đi đến/đến với nhà gần nơi cư trú
☐ Đi thăm hay hội họp ban bè, gia đình.
☐ Đi đến nơi đây và đi lại công dụng, Trường Tâm Cần Niên, Trường Tâm Bảo Về Gia Bình
☐ Đi mua thực phẩm (v.d., tiệm tạp hóa, nơi bán áo, các địa điểm ăn uống)
☐ Đi đến các nơi yêu thích (v.d., van phòng bác sĩ, địa chỉ yêu thích, địa chỉ vui, địa lý thúc)
☐ Đi các công việc khác (v.d., đi công việc liên quan đi lại đất)

Lưu ý: Các câu trả lời tiếp tục trên trang sau.

5. Trong những nơi quý vị cản đến ít nhất mỗi tháng một lần, 5 nơi nào sau đây là khó khăn nhất cho quý vị? Đánh dấu 5 ô.
☐ Nhà làm việc
☐ Trường học hay nhà giả trú
☐ Trường học hay nơi cư trú
☐ Cơ sở công cộng, trung tâm Cao Niên, hay Trung Tâm Bảo Về Gia Bình
☐ Nhà tạm hay nơi trú ngụ cho người vô gia cư

Lưu ý: Các câu trả lời tiếp tục trên trang sau.

ĐÁNH GIÁ NHU CẦU VĂN TÀI QUẬN SANTA CLARA KHÁO SÁT CÔNG ĐỘNG

5. Quy vị đã dùngutory như thế nào ở những điều sau đây?

a) Tối có thể đến những nơi cần đến.
☐ Rất đông
☐ Đang
☐ Không

b) Có thể đi dự/đi dự.
☐ Rất đông
☐ Đang
☐ Không

5. Các cơ quan/đơn vị

a) Tối có thể đến.
☐ Rất đông
☐ Đang
☐ Không

Lưu ý: Các câu trả lời tiếp tục trên trang sau.
ĐÁNH GIÁ NHƯ CẦU VÀN TẢI QUAN SANTA CLARA
KHÔNG SÁT CÔNG DỤNG

15.b. Trong từng điều gì sau đây, điều gì đúng với quý vị?

a) Tối biết giới và nhận tín trong cell phone
   ○ Có    ○ Tối không biết
b) Tối biết sử dụng Internet qua cell phone
   ○ Có    ○ Tối không biết
c) Tối đã từng tải và sử dụng app trên cell phone hay máy tính bảng.
   ○ Có    ○ Tối không biết

Những câu hỏi trong trang tiếp theo nhằm để biết quý vị là ai. Câu trả lời của quý vị là ẩn danh và sẽ được dùng để đánh báo rộng chung đối với nhiều người dân của County và

Nhận Khẩu Học

15. Quý vị sống ở thành phố nào?

16. Sẻ zip là bao nhiêu?

17. Trong nhà quý vị có bao nhiêu người (kể cả chính quý vị)?

ĐÁNH GIÁ NHƯ CẦU VÀN TẢI QUAN SANTA CLARA
KHÔNG SÁT CÔNG DỤNG

15.a. Quý vị bao nhiêu tuổi?
   ○ Dưới 18   ○ 25-59   ○ 80 hay hơn
   ○ 18-24    ○ 60-79    ○ Tối không muốn trả lời

15.c. Chủng tộc nào sau đây đúng nhất cho quý vị?
   Xin đánh dấu vào tất cả các đó đúng cho quý vị.
   ○ Bắc Mỹ/Đan Bán đa Alaska
   ○ Châu Á
     ○ Ấn Độ    ○ Phi Luật Tân
     ○ Trung Hoa    ○ Việt Nam
   ○ Da đen/Mỹ Châu Phi
   ○ Người Latinh/Mê Tây Cổ
   ○ Vũng Sẻ Thái Bình Dương
   ○ Da Trắng
   ○ Không biết/Không chắc
   ○ Thức sắc dân khác– Xin nếu rõ: ______________________
   ○ Tối không muốn trả lời

ĐÁNH GIÁ NHƯ CẦU VÀN TẢI QUAN SANTA CLARA
KHÔNG SÁT CÔNG DỤNG

15.c. Giới tính nào sau đây đúng nhất cho quý vị?
   Xin đánh dấu vào tất cả các đó đúng cho quý vị.
   ○ Nam    ○ Tối không muốn trả lời
   ○ Nữ    ○ Thức sắc dân khác – Xin nếu rõ:

15.d. Quý vị đúng ngôn ngữ ở nhà hay với gia đình?
   Xin đánh dấu vào tất cả các đó đúng:
   ○ Tiếng Anh    ○ Tối không muốn trả lời
   ○ Tiếng Mĩ    ○ Dùng ngôn ngữ khác – Xin nếu rõ:
   ○ Tiếng Hoa    ○ Tiếng Việt Nam

Prepared by Raimi + Associates  9 of 14

Prepared by Raimi + Associates  10 of 14

Prepared by Raimi + Associates  11 of 14

Prepared by Raimi + Associates  12 of 14

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Attachment: TNA_Appendices (100799 : Transportation Needs Assessment for County Clients)
17. 1 trong 2 điều này đúng hay cả 2 đều đúng?
Xin đánh dấu vào tất cả các ô đúng.
☐ Tôi bị tốn phí làm hạn chế cách đi chuyển.
☐ Tôi nhận sự giúp đỡ của County (v.d., Valley Medical Center, CalWORKs, BHS)
☐ Không điều gì đúng với tôi
☐ Tôi không muốn trả lời

Trong 5 năm vừa qua...
☐ Tôi từng là nạn nhân của tội ác (v.d., tấn công, trộm cắp)
☐ Tôi từng làm nhân chứng cho 1 phiên tòa hình sự
☐ Tôi bị bắt ở trong County, và/hay bị quan chức hay làm công việc công đồng có giám thị
☐ Không điều nào đúng với tôi
☐ Tôi không muốn trả lời

XIN CẢM ƠN SỰ THAM GIA CỦA QUÝ VỊ!
APPENDIX F

Focus Group Materials
Appendix F  Focus Group Materials

FOCUS GROUP SCRIPT

Hi everyone! My name is __________ , and I am working with the County Executive’s Office for Santa Clara County to help gather input about transportation needs for [depending on focus group, either name key population for focus group OR phrase as “key populations” but don’t specify] in the County.

This conversation will take approximately 1 hour. I’ll be asking you questions about your experiences with transportation services in Santa Clara County, as well as what you think are key challenges, opportunities, and priorities for local transportation services.

Some of the transportation services that the County supports are [only mention a few depending on key population in focus group]:

- Bus tokens for victims of crime getting to/from the District Attorney’s Offices.
- A monthly VTA bus/light rail pass for Probation clients who need short-term help with transportation to stay compliant with the terms of their probation.
- A taxi voucher for low-income adults released from County jail.
- Volunteer driver programs for older adults.

What you share today will help us identify 1) your critical transportation needs, 2) key barriers to consider removing, and 3) recommendations for transportation services in the County.

I also have a participant survey for everyone so we know a little more about you. This survey is also confidential, and you should NOT write your name on it (though if you do we will remove it). This information will let us make sure that we hear from the people we need to.

Before we begin, I’d like to discuss a few guidelines for our discussion.

- There are no right or wrong answers. We know that everyone’s experiences are different, so if you have an opinion or perspective that is different than what someone else says, please share what you think or have experienced!
- You don’t have to answer every question, but I do want to make sure we hear from everyone with us today. Please speak one at a time so I can capture what is said. I may need to interrupt you to make sure that everyone has a chance to speak or to get to all the questions.
- Everything you share here is strictly confidential. We will summarize what is said, but will not be sharing identifying information or attributing anything that is said to an individual. I also ask that each of you keep what is said here private and confidential— that means that no one should share what another participant says during this conversation.
- Finally, please let me know if you can’t hear me or anything I say is unclear or confusing.

How do these guidelines sound to everyone? Does anyone have any questions before we begin?

I would also like to record our conversation to make sure our notes are fully accurate. However, I will not be sharing the recording with anyone. Is that okay?

TRANSPORTATION EXPERIENCES

1. Can you describe a “typical” week for you related to your transportation needs and destinations?
2. (In other words, in a typical week where do you need to go and how do you get there?)
3. What has been your experience using public transportation?
4. How do you usually get where you need to go?
BARRIERS

5. What are the three most important factors you consider when you’re figuring out how to get somewhere?
(e.g., what will be the cheapest, what will take the least amount of time, safety, past experience/familiarity with a mode or route)

6. What challenges or barriers, if any, have you encountered in getting where you need to go?

7. What are the most difficult places for you to get to?

8. Can you explain briefly why it is difficult for you to get there?

OPPORTUNITIES

9. What are some opportunities to improve access to and use of public transit?
(Prompts: first/last mile, bike/ped, bike share connections, car share, shuttles)

PRIORITIES

10. What recommendations do you have to improve transportation services for yourself and others?

11. Thinking about all that we have talked about today, what are your top 2-3 transportation priorities to meet your needs?

CLOSING

12. Is there anything else you would like to share?
The County of Santa Clara has contracted with Raimi + Associates and Nelson\Nygaard Consulting Associates to conduct a transportation needs assessment focused on six key populations in the county:

1. Youth engaged in services through the Foster Care System,
2. Individuals with serious mental illnesses and/or medical conditions accessing County services,
3. Clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs,
4. Disabled adults and older adults meeting daily needs,
5. Non-risk criminal witnesses and victims of crime, and
6. Adults who are served by the Probation Department.

As part of this Transportation Needs Assessment, we are facilitating conversations (focus groups) with community members who are part of the six populations, conducting a survey of community members, and interviewing County employees who work with the six populations. The focus groups will be audio recorded for analysis and reporting purposes.

Raimi + Associates will summarize the community engagement data in a report, highlighting the unique transportation needs, barriers, and/or priorities for each population as well as similarities between two or more of the six key populations. The County will use the results of this assessment to inform how the Board and individual departments allocate resources and how programs or services are designed or delivered. Employees from the County Counsel’s Office and the Chief Privacy Officer will review the final report prior to publication to ensure that there is no risk of any participant being identified based on what is shared.

This conversation will last approximately 60 minutes. If you agree to participate in this focus group, we will ask you some questions about the following topics:

- \textbf{Your transportation experiences} (where you need to go and how you get there);
- \textbf{Challenges or barriers} to getting where you need to go (e.g., cost, time, safety, accessibility);
- \textbf{Opportunities to improve} access to/use of public transit and transportation services more broadly; and
- \textbf{Your priorities} for meeting your transportation needs.

The questions we will ask you are only about what you think and there are no right or wrong answers.

If you participate in the focus group, you will be given a $20 gift card for your participation and time.
COPY FOR PARTICIPANT TO KEEP (page 2 of 2)

By signing below, I agree that the following are all true.

I am eligible to participate.
- I am 18 years old or older.
- I live in Santa Clara County.

My participation is voluntary.
- I have read this form OR someone read it to me.
- I have received answers to any questions I have asked.
- I want to participate in the focus group. I understand that nobody will be upset if I do not want to be in the focus group.
- I understand that I can decide to stop participating in this conversation at any time. I understand that there are no right or wrong answers, and nobody will be upset if I decide to stop after we begin.
- I understand that I do not need to answer all the questions that are asked.
- I understand that I can ask questions about this focus group at any time.

I understand that all information that I share will be protected and kept anonymous.
- I understand that the answers I provide as part of this focus group will be used in a public report provided to the County. My personal information, such as my name and other identifying information, will not be revealed at any point during the data analysis, or included in any presentation and reporting.
- I understand that, after all participants have introduced themselves, the facilitator will audio record the focus group (so no names will be recorded). The audio recording will only be shared with our consultants, Raimi + Associates, for analysis and reporting purposes.

If you have any questions later that you did not think of now, you can call Kayla Cushing (Program Manager/Social Services Agency, County of Santa Clara) at (408) 755-7768.

I have read this form or someone read it to me. I have received answers to any questions I asked. I understand that I will be digitally recorded. I understand that the data collected will be used for the transportation needs assessment to improve services. By signing below, I agree to everything written here and agree to participate in the focus group.

Signing this form is completely up to you. It is your choice if you want to be in the focus group. If you do not want to participate, do not sign this paper.

Your printed name: ________________________________
If you could do anything to improve the way you get around...

What would it be?

Participate in a small group conversation (focus group) to share your experiences with transportation and recommend how the County might improve transportation services for adults with disabilities and older adults.

Wednesday, July 17th, 2019, 10:30 am-12:00 pm

Centennial Recreation/Senior Center, Activity Room 2
171 West Edmundson Avenue, Morgan Hill

Each participant will receive a $20 gift card. Light refreshments provided.

Conversation limited to 15 people!
RSVP to Paige at 508.333.3242 or email paige@raimiassociates.com.

Share: 1) your name, 2) that you want to participate in the transportation conversation in Morgan Hill, and 3) any accommodations you need to participate.
Figure F-2  Focus Group: Reentry Resource Center, July 18, 2019

If you could do anything to improve the way you get around...

What would it be?

Participate in a small group conversation (focus group) to share your experiences with transportation and recommend how the County might improve transportation services for adults in reentry and those accessing County services who have serious mental illness and/or medical conditions.

Thursday, July 18th, 2019, 10:00 am-11:30 pm

Reentry Resource Center – Wing B Library

151 West Mission Street, San Jose, CA 95110

Each participant will receive a $20 gift card. Light refreshments provided.

Conversation limited to 15 people!

Please RSVP to Barbara West or other staff at the Reentry Resource Center.
If you could do anything to improve the way you get around...

...What would it be?

Participate in a small group conversation (focus group) to share your experiences with transportation and recommend how the County might improve transportation services for foster youth.

Wednesday, July 17th, 2019, 3-4pm

The Hub: 591 North King Road, Suite #1, San Jose

Each participant will receive a $20 gift card. Light refreshments will be provided.

Conversation limited to 15 participants! Please RSVP to Marisela Martinez at The Hub OR email paige@raimiasociates.com or text 508.333.3242 with your initials and saying that you want to participate in the transportation conversation at the Hub.
Santa Clara County

TRANSPORTATION NEEDS ASSESSMENT

County Board of Supervisors

Recommended Improvements to Operations of Transportation Services

April 7, 2020

Richard Weiner
Kym Dorman
OVERVIEW AND KEY POPULATIONS

The Santa Clara County Transportation Needs Assessment:
- Determines the transportation needs of six vulnerable populations in the County
- Develops a comprehensive plan to implement strategies to address those transportation needs.

- Youth engaged in services through the Foster Care system
- Individuals with serious mental illnesses and/or medical conditions accessing County services
- Clients with serious medical and/or mental health conditions being released from County jail, County hospital, or community-based service programs
- Disabled adults and older adults meeting daily needs
- Non-risk criminal witnesses and victims of crime
- Adults on probation
PROJECT WORKFLOW

1. Prepare demographic profile of key populations
2. Evaluate VTA and other local transportation programs
3. Identify transportation gaps with community and stakeholder input
4. Prioritize strategies and develop implementation plan
5. Develop strategic recommendations to address gaps
6. Finalize implementation plan

We are here
EXISTING CONDITIONS ASSESSMENT

Qualitative and Quantitative Research

• Demographic profile of study communities, from Census and County agency-provided data
• Review of VTA services available to study’s communities of interest
• Review of other transportation services available to communities of interest, operated by:
  o County agencies
  o Municipalities
  o Non-profit human services providers
  o TMAs
  o For-profit providers
• Stakeholder interviews from County agencies (12)
• Focus groups for communities of interest (7)
• Community survey (795 respondents)
• Peer interviews of best practices from other agencies (9)
KEY FINDINGS FROM EXISTING CONDITIONS ASSESSMENT

Top Transportation Challenges

- Cost of transportation
- "First-mile / last-mile" dilemma
- Lack of same-day service with many programs (e.g. ADA paratransit)
- Travel outside of Santa Clara County
- Inaccessible vehicles or modes

Impacts

- Clients are unable to reach key destinations, such as:
  - Clinics or hospitals
  - Employment
  - Community, senior, and family resource centers
  - Counseling or substance abuse treatment
  - Social services or probation offices
- Missed appointments increase costs and lower productivity of County social services agencies
RECOMMENDED STRATEGIES
MULTIPRONGED APPROACH TO IMPLEMENTATION

Strategies organized by responsible agency

1. Strategies to be implemented by County departments

2. Strategies to be implemented by VTA + County departments

3. Strategies to be implemented by VTA
# STRATEGIES TO BE IMPLEMENTED BY COUNTY DEPARTMENTS

<table>
<thead>
<tr>
<th>Responsible Department</th>
<th>Strategy Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEO</td>
<td>Designate the County as a Consolidated Transportation Service Authority (CTSA) to coordinate strategies, access State funding</td>
<td>Below $100,000</td>
</tr>
<tr>
<td>CEO or Facilities &amp; Fleets</td>
<td>Create a Mobility Manager position (1 FTE) to coordinate transportation programs</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>DAAS</td>
<td>Ensure all transportation options are legible, user-friendly for riders with limited English proficiency (LEP)</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>HHS, with SSA, BHS, DA, VMC, Reentry, Custody Health Services</td>
<td>Expand taxi vouchers &amp; transit passes through HHS and Criminal Justice programs</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>HHS</td>
<td>Supplement Medi-Cal taxi options with TNCs in accessible vehicles</td>
<td>$500,000 to $1 million</td>
</tr>
<tr>
<td>VMC</td>
<td>Hospital discharge program to assist clients with paratransit applications, travel training</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>Reentry, DA, VSU</td>
<td>Develop training materials for caseworkers, correctional rehabilitation officers about transportation programs available to their clients. Pair with client awareness campaign</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>CEO</td>
<td>Volunteer driver program offering mileage reimbursement</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>CEO, Fleet &amp; Facilities, OCCM</td>
<td>Prioritize transit-accessible locations in County site selection for social services facilities</td>
<td>Below $100,000</td>
</tr>
</tbody>
</table>
## STRATEGIES TO BE IMPLEMENTED BY COUNTY DEPARTMENTS

<table>
<thead>
<tr>
<th>Responsible Department</th>
<th>Strategy Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of Reentry Services</td>
<td>Shuttle or transit pass program for Elmwood Correctional Facility clients</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>DAAS</td>
<td>Coordinate additional transportation to Senior Nutrition Program’s congregate meal sites where VTA service is reduced</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>SSA, Probation, BHS</td>
<td>Provide transportation assistance to low-income family members of clients</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>BHS, Probation</td>
<td>“Wheels to Work” program for auto loans, insurance, repairs for clients to support employment or job training</td>
<td>$100,000 to $500,000</td>
</tr>
<tr>
<td>CEO</td>
<td>Expand bike share programs for low-income communities</td>
<td>Over $5 million</td>
</tr>
<tr>
<td>CEO</td>
<td>Expand funding for taxi vouchers, TNC rides, UPLIFT transit passes to non-profits serving victims of crime</td>
<td>$500,000 to $1 million</td>
</tr>
<tr>
<td>CEO to coordinate with SSA, DFCS, Custody Health, VMC</td>
<td>Trip reduction and coordination strategies (e.g. co-locating offices, conducting business by phone, video, or mail)</td>
<td>Below $100,000</td>
</tr>
<tr>
<td>BHS</td>
<td>Transportation Navigator program to assist people with serious mental illness</td>
<td>$500,000 to $1 million</td>
</tr>
<tr>
<td>Reentry</td>
<td>Use community-based orgs. to coordinate transportation between jails and Reentry Centers</td>
<td>$100,000 to $500,000</td>
</tr>
</tbody>
</table>
### STRATEGIES TO BE IMPLEMENTED BY VTA AND OTHER COUNTY DEPARTMENTS

<table>
<thead>
<tr>
<th>Responsible Department</th>
<th>Strategy Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities &amp; Fleets, San Jose Public Works, VTA</td>
<td>Provide older fleet vehicles to community-based orgs. for transporting their clients</td>
<td>Over $5 million</td>
</tr>
<tr>
<td>Office of Reentry Services, VTA</td>
<td>Provide UPLIFT transit passes to people released from County jail or state prison</td>
<td>Below $100,000</td>
</tr>
<tr>
<td>County HMIS, City of San Jose, VTA</td>
<td>Expand UPLIFT to community orgs. serving low-income seniors, people with disabilities</td>
<td>$1 million to $5 million</td>
</tr>
<tr>
<td>VTA, MTC, County HMIS</td>
<td>Distribute pre-loaded Clipper Cards to UPLIFT program administrators, other social services agencies</td>
<td>Over $5 million</td>
</tr>
<tr>
<td>Procurement, VTA, Caltrain, Facilities &amp; Fleets, SSA</td>
<td>Car share program designed for low-income communities</td>
<td>$1 million to $5 million</td>
</tr>
<tr>
<td>SVILC, VTA, ATU</td>
<td>Update VTA operator training materials</td>
<td>Below $100,000</td>
</tr>
<tr>
<td>SSA, VTA</td>
<td>Affordable student transit pass program</td>
<td>Over $5 million</td>
</tr>
<tr>
<td>SSA, FYS/HES, VTA</td>
<td>School placement continuity program for foster youth</td>
<td>$1 million to $5 million</td>
</tr>
<tr>
<td>SSA, VTA</td>
<td>Transit pass program for birth parents of foster youth who are part of court-ordered reunification plans</td>
<td>$500,000 to $1 million</td>
</tr>
<tr>
<td>Strategy Description</td>
<td>Estimated Cost</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------</td>
<td>------------------------</td>
<td></td>
</tr>
<tr>
<td>Agency-operated, on-demand service for accessing medical &amp; wellness services</td>
<td>$1 million to $5 million</td>
<td></td>
</tr>
<tr>
<td>Quantify fiscal impacts of removing transfer fare penalty for cash-paying customers</td>
<td>Below $100,000</td>
<td></td>
</tr>
<tr>
<td>Interim paratransit eligibility for people with serious medical conditions</td>
<td>$100,000 to $500,000</td>
<td></td>
</tr>
<tr>
<td>Subsidized TNC pilot for first/last-mile gaps</td>
<td>$500,000 to $1 million</td>
<td></td>
</tr>
<tr>
<td>Fare subsidies for low-income riders</td>
<td>Over $5 million</td>
<td></td>
</tr>
<tr>
<td>Fare subsidies for VTA’s same-day paratransit service</td>
<td>$1 million to $5 million</td>
<td></td>
</tr>
<tr>
<td>Service partnerships with major employers, municipalities to increase VTA service to high-need County sites</td>
<td>$1 million to $5 million</td>
<td></td>
</tr>
<tr>
<td>Distribute VTA schedules, rider info at social services offices, community centers, libraries, etc.</td>
<td>$100,000 to $500,000</td>
<td></td>
</tr>
<tr>
<td>Clarify Access eligibility requirements to discourage unqualified applications</td>
<td>Below $100,000</td>
<td></td>
</tr>
<tr>
<td>Study and implement bus stop improvements (e.g. lighting, shelters, real-time info.)</td>
<td>Over $5 million</td>
<td></td>
</tr>
</tbody>
</table>
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Laurie Smith, Sheriff
SUBJECT: Full-Body Security Screeners - Jails

RECOMMENDED ACTION

Consider recommendations relating to the procurement of Full-Body Security Screener Technology for use in County custody facilities. (Office of the Sheriff)

Possible action:


b. Adopt finding that the benefits of the surveillance technology outweigh the costs pursuant to Section A40-4 of the Santa Clara County Ordinance Code.

c. Receive Proposed Surveillance Use Policy for use of Full-Body Security Screener Technology in County custody facilities, that has been reviewed and approved by County Counsel as to form and legality.

d. Approve Agreement with OD Security North America LLC relating to providing full body scanners and related maintenance and support services in an amount not to exceed $1,300,000 for period April 7, 2020 through April 6, 2026 with one six-year extension option, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contacts, has been approved by the Office of Countywide Contracting Management.

FISCAL IMPLICATIONS

No negative impact to the County General Fund will result from approval of the recommended actions. Funding for acquiring and implementing body scanners was approved in the Department of Correction’s Fiscal Year 2019-20 recommended budget.

REASONS FOR RECOMMENDATION
Pursuant to Section A40-2(b) of the Santa Clara County Ordinance Code, the Sheriff’s Office is required to notify and obtain the approval of the Board of Supervisors at a properly-noticed public meeting on the regular calendar before acquiring new surveillance technology.

Two optional actions are included with Recommended Action c: “approve” or “receive” Surveillance Use Policy for use of Full-Body Security Screener Technology. These options are available for the Board of Supervisors (Board) to effectuate County Ordinance Code section A40-2(E), which states: “To the extent the Board … determines that … approving or denying the Surveillance Use Policy would unlawfully ‘obstruct’ the applicable function of the sheriff … under Government Code section 25303, the Board shall simply receive and discuss … the applicable Surveillance Use Policy at a properly-noticed public meeting, on the regular (non-consent) calendar.”

Since it is not clear at this time whether the Board of Supervisors approval process would unlawfully ‘obstruct’ the investigative function of the Sheriff, the recommended action provides the two alternatives, to approve, or to simply receive the Surveillance Use Policy. The Use Policy includes the information required by Section A40-7(E) of the Surveillance-Technology and Community Safety Ordinance.

Benefits Outweigh Costs and Concerns

Assembly Bill 1705, passed in August 2016, allows jails and prisons to use full-body security screener technology. As described in more detail in the Anticipated Impact Report, the use of full-body security screener technology instead of a physical strip search makes the security search of an individual much faster to complete, with each scan requiring approximately 8 to 15 seconds, and allows the individual subject to the search to remain completely or partially clothed. Full-body security screener technology will allow staff to see items concealed beneath clothing, without physically touching the individual being scanned, potentially reducing the number of grievances. By improving staff’s ability to complete security searches of all individuals moving through security entry points, full body scanners will reduce the amount of contraband (e.g., narcotics, guns, knives, electronics, etc.) entering the jail facilities. The benefits of the system outweigh the costs and any concerns because placing body scanners in the County’s custody facilities would enhance the security of the facilities and reduce the amount of contraband materials entering those facilities, thereby improving overall safety in the facilities.

The proposed Agreement with OD Security North America LLC would be effective through April 6, 2026, with one six-year extension option. The anticipated contract value of $1,300,000 includes installation at the Main Jail complex, Elmwood Correctional complex for male inmates and the separate facility for female inmates, along with projected spend through the end of the initial contract life on April 6, 2026.

CHILD IMPACT

The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.
SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

As part of the Santa Clara County Fiscal Year 2017-18 budget process, funding to secure jail body scanners and corresponding personnel to operate the scanners was approved by the Board of Supervisors. The impetus to secure body scanners came by way of Assembly Bill 1705 that was passed in August of 2016, allowing jails and prisons to use full body scanners for the purpose of enhancing security. The Santa Clara County Office of the Sheriff also sees benefits to utilizing body scanners over performing physical strip searches. The following are two key efficiencies that are expected with the implementation of body scanners:

1) Use of a full body scanner makes the security search of an individual much faster to complete, with each scan requiring approximately 8 to 15 seconds, and

2) Individuals subjected to a full-body scan are not required to physically remove clothing

Full-body security screener technology will allow staff to "see" items concealed beneath clothing without physically touching the individual being scanned. Additionally, the full-body scan will benefit the Sheriff’s Office by reducing the number of potential grievances associated with strip searches, and simplifying compliance with State cross-gender search regulations.

In December 21, 2018, eRFP-PRC-FY19-0152 Full Body Scanner for Contraband Detection was published in BidSync. The eRFP closed on January 31, 2019 with the County receiving proposals from five vendors. The County received proposals from Adani, KPrime, NucTech, OD Security North America LLC (OD Security) and Tek84. A letter of recommendation was issued on April 29, 2019, recommending all five vendors be moved forward to Presentations and Demonstrations to provide a better understanding of the solution and services being proposed.

Presentations for each of the five proposers for the Full-Body Scanner for Contraband Detection project were conducted on May 15, 2019, May 16, 2019, May 22, 2019, and May 23, 2019, to demonstrate the scanning and image review capability of the respective units/scanners. On August 13, 2019, the Evaluation Committee submitted their findings and write-up for the evaluation process. The process comprised of a comprehensive evaluation of all written proposals as well as demos and presentations conducted by all proposers. The Evaluation Committee determined that OD Security’s proposed solution provides the best fit for the County’s requirements. Their demonstrated solution scored significantly higher due to better image quality presentation, secure encryption of data, and extensive references and installations throughout the United States. Through proposal reviews and product demonstrations, the Committee determined that OD Security enhances public safety and offered the best overall value to the County recommending that they move forward to the negotiations phase of the RFP process. The Procurement Officer then submitted a letter of recommendation on August 21, 2019, recommending OD Security move forward to the next phase of the RFP process.

Following a period of negotiations that involved pricing, term, service maintenance and
support with OD Security, the County successfully negotiated the following: a reduction in unit price from $101,750 to $95,000 for each unit to be purchased, an additional year of technical support and preventive maintenance services which equates to a total saving of $113,750, and four Americans with Disabilities Act (ADA)-approved ramps, each valued at $5,000 to be provided at no charge, for a total negotiated savings of $221,500. A letter of recommendation was submitted to the Director of Procurement for authorization to award a contract to OD Security North America for the Full Body Scanner for Contraband Detection and related maintenance, support and services, which was approved October 30, 2019.

In order to best leverage the negotiated savings and the additional year of support, a memo requesting permission to extend contract Beyond 5 Years was filed and approved by the Office of Countywide Contract Management on February 5, 2020.

**CONSEQUENCES OF NEGATIVE ACTION**

The Sheriff’s Office would be prevented from proceeding to obtain these technologies for use in the County’s custody facilities, and the County would lose the benefits of enhancing overall security and safety that would be accomplished by implementing full-body security screeners.

**STEPS FOLLOWING APPROVAL**

Please forward copy of the approved legislative file to Theresa Therilus with Procurement Department and Martin Coronel with the Office of the Sheriff.

**ATTACHMENTS:**

- Full Body Security Screener Technology Surveillance Use Policy
- Anticipated Surveillance Impact Report
- Agreement CW2234972 OD Security Signed (PDF)
- Approval Request for a Beyond Five Year Contract Term

**ATTACHMENTS:**

- CW2234972 Full Body Scanner for Contraband Detection Agreement (PDF)
- B5Y-SHO-OD Security NA LLC (PDF)
1. **Purpose**

The OD Security SOTER RS (Full-Body Screener technology) is specially designed for use in airports, prisons, government buildings, as well as in all other locations that require a detailed examination of the abdominal cavity and natural cavities of the human body without employing specialized medical equipment. Unique technology embedded in the Full-Body Screener technology captures digital, full-body projection X-ray images. The Full-Body Security Screener technology shall be used to assist custody staff in providing safety and security for inmates, staff, and visitors throughout the correctional facilities. The SOTER RS is designed to assess potential threats (e.g., weapons, drugs, and other contraband) and identify locations upon an individual’s body where the threat may exist through non-invasive detection of items that pose a safety or security risk.

A total of eight Full-Body Security Screener devices will be placed in the Main Jail and Elmwood facilities. Initially, the Sheriff’s Office intends to place the devices within Main Jail at Men’s Intake, Women’s Intake, 2nd floor medical clinic area, and the tunnel leading to the Hall of Justice; and within Elmwood, at the Contact Visiting Room, Processing, Info Center, and the Correctional Center for Women (CCW).

Full-Body Security Screener technology may be permanently affixed to County Property or may be mobile based. Prior to use of the Full-Body Security Screener technology, staff shall inspect equipment for functionality. If the equipment is malfunctioning, the assigned staff shall contact appropriate personnel to have the equipment repaired or replaced.

2. **Authorized and Prohibited Uses**

A. Full-Body Security Screener technology shall be used to aid Sheriff’s Office personnel by identifying contraband, from head to toe, by highlighting on a computer image where a foreign item is located on/inside the person’s body.

B. The following shall be permitted uses of the Full-Body Security Screener technology:

   i. To aid Sheriff’s Office personnel with checkpoint inspections in areas that have a high potential for contraband introduction, such as ingress and egress points of the facilities for inmates.

   ii. To search inmates entering a jail facility or during movement within a jail facility.

   iii. To search inmates leaving the jail facility. Inmates are transported outside of the jail facility for a variety of reasons that may require a safety inspection, such as for Court, a medical appointment, or for transfer to another jail or prison facility outside of the Santa Clara County jail system.

   iv. To verify information received by Sheriff’s Office personnel regarding an inmate who is suspected of possessing a weapon or contraband.
v. To scan objects or physical items that may contain weapons or contraband.

vi. To aid with security or investigative applications related to inmates, not prohibited by law.

C. Full-Body Security Screeners shall not be used to harass, intimidate, or discriminate against any individual or group, and shall not be used for personal or non-security or non-law enforcement purposes.

3. Data Collection

Still X-ray images are generated and displayed on a monitor for each usage of the Full-Body Screener technology. For incidents where the still X-ray image depicts suspected weapons or contraband, the image shall be captured via flash drive or other electronic medium only for the purposes of facility security, or a criminal or administrative investigation, or for training purposes. Contraband includes illegal substances as well as legal items that are not allowed in the jail per Sheriff’s Office policy.

4. Data Access

A. Access to operate the live Full-Body Screener technology and to the associated X-ray image(s) shall be limited to custody staff operating the equipment and directly assigned to the post where the technology is being utilized, Sheriff’s Office supervisors responsible for care and safety of the facility, and Sheriff’s Office investigators performing a criminal or administrative investigation. The monitor displaying X-ray images shall be positioned so that it is not seen by other inmates or staff who are not directly assigned to work the equipment or monitor.

B. It shall be permissible for still images to be shared with training staff and those being trained, for training purposes only, and only when there is no identifying information of the individual associated with the image.

5. Data Protection

A. SOTER RS maintains encryption to ensure images sent to the display monitor cannot be intercepted or decoded. The monitor shall be positioned so that non-staff cannot see the display. The equipment itself shall also be utilized only within the jail facilities, which are controlled environments and provide another layer of protection for the data displayed on the monitor.

B. Still images retained for investigative purposes shall be stored only within a secure, locked facility.

C. Still images retained for training purposes shall be maintained only within a secure, locked facility, and identifying information regarding the individual associated with the image(s) shall be redacted before storage or training occurs.
D. Still images that are printed or stored on other electronic media or purposes other than training, such as for an ongoing investigation, shall be stored in a secure, locked facility and/or in an encrypted format.

6. Data Retention

A. Data collected by the SOTER RS is stored on an internal server and then shall be retained for at least 12 months and shall be deleted no longer than 13 months from the date of the recording. If a scan provides an image that appears abnormal, previously scanned images within the retention period from the same individual may be used for comparison to assist in determining whether the scan shows a suspicious abnormality for the particular individual. Still images may be retained longer as specified below if contraband is detected and an investigation is initiated.

B. Still images that are printed, saved to an electronic media storage device, or otherwise stored for purposes other than training shall be retained according to the applicable criminal case retention period, or long enough for the statute of limitations and appeals period for any criminal, administrative, or civil proceeding, whichever is later. Any images retained, including all copies, for such purposes shall be deleted within 30 days following the end of that retention period.

C. Still images retained for the purposes of training shall be kept only as long as deemed to have training value by the Sheriff’s Training unit. Once the Sheriff or the Sheriff’s written designee determines that the images no longer have training value, the images shall be promptly deleted.

7. Public Access

The public shall not have direct access to the X-ray images obtained through the Full-Body Security Screener technology. Images retained as part of a criminal or civil case may be made public during a jury trial or public hearing, likely at the discretion of a judge. For public requests for data, the Sheriff’s Office shall confer with County Counsel to determine whether the requested data is exempt from disclosure pursuant to the California Public Records Act (CPRA), or is legally required to be disclosed, and shall respond to requests in compliance with applicable law.

8. Third-Party Data-Sharing

It shall be permissible for data from Full Body Security Screener Technology to be shared with only the following:

A. District Attorney’s Office for use as evidence to aid in prosecution, in accordance with laws governing evidence;

B. Public Defender’s Office or defense attorney via the District Attorney’s Office in accordance with California discovery laws;
C. Other law enforcement agencies as part of a specific criminal or administrative investigation;

D. Parties to civil litigation, in response to a subpoena or civil discovery;

E. County Personnel Board, arbitrator, or Court regarding a County administrative action or litigation;

F. Other third parties, pursuant to a Court Order.

9. Training

A. Personnel assigned to utilize the Full-Body Security Screener technology and/or its data shall receive training regarding use of the equipment and of the requirements of this Policy.

B. Training shall include the proper handling of still images and ensuring the proper care and protection of such images that are retained for investigatory purposes.

10. Oversight

The Main Jail and Elmwood Facility Commanders shall be responsible to ensure appropriate supervision and use of Full Body Security Screener Technology in compliance with this Policy for all staff utilizing Full Body Security Screener technology. Periodic audits shall be conducted by the Facility Commanders as often as they deem it necessary, and at least annually, to ensure appropriate use of Full Body Security Screener technology and data from that technology. Sanctions for violations of this Policy may range from counseling to termination, and in more serious breaches, may result in criminal prosecution.

Approved as to Form and Legality

Rob Coelho  
Assistant County Counsel
Description of Surveillance Technology

The SOTER RS is specially designed for use in airports, jails, prisons, government buildings, as well as in all other locations which require a detailed examination of the abdominal cavity and natural cavities of the human body without employing specialized medical equipment.

Unique technology embedded in full body screening comprises capturing digital full-body projection X-ray images

- Formation of extremely narrow (1 mm) monochromatic X-ray beam via collimation and filtration system which allows for the lowest effective dose to be administered to the person being inspected;
- The person under inspection stands on a specially designed movement platform or conveyer, located between the collimators and the X-ray detectors, and being carried through the X-ray beams for security inspection purposes;
- A highly sensitive linear array of vertical semiconductor scintillating detectors used as X-ray detectors;
- The X-ray beam passes through the body being detected via X-ray detectors and forms a full body, two dimensional x-ray image displayed on a separate monitor.
- Radiation dose and system resolution ratio optimization depend on the nature of the system’s intended use. The system will have variable operating modes to match detection level to contraband risk.

Proposed Purpose for the Surveillance Technology

The SOTER RS is designed to assess potential threats and identify locations upon an individual’s body where the threat may exist. The SOTER RS allows the operator to obtain a projection X-ray image of the abdominopelvic cavity and the person under inspection to reveal what’s hidden under the clothes or inside the abdominopelvic cavity. Based on the info, staff will then investigate further to evaluate the risk the item(s) may pose for safety and security of the Facilities. The SOTER RS effectively detects the following items:

- Swallowed capsules, pills, containers with narcotics;
- Small metallic objects (razors);
- Precious stones and metals;
- Firearms and edged weapons;
- Unconventional weapons of non-typical materials such as plastics, wood, ceramics etc.;
- Explosives, detonators, wires etc.;
- Narcotics;
- Containers with biological or chemical materials;
- Electronic devices;
- Food and other objects prohibited for transportation;
It shall be permissible for still images to be shared with training staff and those being trained, for training purposes only, and only when there is no identifying information of the individual associated with the image.

Locations of Deployment

The devices will be placed in both the Main Jail and Elmwood facilities. At Main Jail, they will be placed at Men’s Intake, Women’s Intake, 2nd floor medical clinic area and the tunnel leading to the Hall of Justice.

At Elmwood, they will be placed at the Contact Visiting Room, Processing, Info Center, and the Correctional Center for Women (CCW).

Civil Liberties and Privacy Impact

The Sheriff’s Office is sensitive to civil liberty concerns. The Sheriff’s Office has the responsibility to provide safety and security for all inmates in custody, including a duty to prevent weapons and contraband from being brought into the jail facilities by inmates coming into custody or back into the facility from a Court appearance, hospital visit, contact visit, or any other matter held outside of the jail facilities. In addition to seeking to prevent inmates from bringing a weapon or contraband into any of the jail facilities, the Sheriff’s Office strives to locate weapons and contraband made or procured within the facility. To provide for the safety of all inmates, visitors, and staff, the Sheriff’s Office has a responsibility to monitor inmates' movements throughout jails, watch inmates in their cells, and conduct warrantless searches inside of the jails. In *Hudson v. Palmer* (1984), the United States Supreme Court ruled that inmates have no reasonable expectation of privacy in their jail cells entitling them to Fourth Amendment protections. To ensure safety and security within a jail facility, the Court has limited or no rights to privacy in order to allow prison authorities to have access to cells and inmates' personal belongings, to detect illegal activities that may be done by prisoners in custody, and to prevent possible accidents. Full-Body Security Screener technology will be used to detect weapons and contraband on inmates.

Further, the Courts have decided that a prisoners' right to privacy is not violated by inadvertent or infrequent observation of a nude inmate by correctional officers/deputies of the opposite sex. This technology does not allow the user to see the inmate naked, nor does it furnish colored nude images of the inmate. The technology provides a two-dimensional computer image of the person being scanned. With that in mind, and consistent with the Prison Rape Elimination Act (PREA), the Sheriff’s Office shall integrate necessary legal and technical safeguards to reasonably protect an inmate’s dignity when an inmate goes through the screener. Such safeguards include ensuring the monitor is positioned so that it is not seen by other inmates or staff not directly assigned to work the equipment or monitor. If a weapon or contraband is suspected, sworn sheriff’s staff will investigate further.

Information collected by the SOTER RS is stored on an internal server and then shall be retained for at least 12 months and shall be deleted no longer than 13 months from the date of the recording. If a scan provides an image that appears abnormal, previously scanned images within the retention period from the same individual may be used for comparison to assist in determining whether the scan shows a suspicious abnormality for the particular individual. However, still images may be exported and saved to an approved electronic storage medium.
only for the purposes of training or as part of a specific criminal, civil, or administrative investigation. Such data may be retained as long as there is training value or for the applicable retention period of the investigation to include allotment of time for the case, statute of limitations, and appeals process. When data is exported for such purposes, only the appropriate investigative (or training) unit shall have access to the data.

**Fiscal Analysis**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost/Details</th>
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<tbody>
<tr>
<td>Initial purchase cost:</td>
<td>8 Full-Body Security Screening units - $95,000 per unit totaling $760,000</td>
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<tr>
<td>Projected ongoing costs:</td>
<td>First 6 years of preventive maintenance are included in the price above. Additional costs and service are $150/hr. and 10% off parts.</td>
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<tr>
<td>Projected annual personnel Costs:</td>
<td>5 Custody Support Assistants totaling - $538,650.</td>
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<tr>
<td>Sources of funding:</td>
<td>Funds included in the Sheriff’s Office FY 2019 Approved Budget</td>
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</table>
**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND OD SECURITY NORTH AMERICA LLC.**

This Agreement is entered into between the County of Santa Clara (the “County”) and OD Security North America LLC. (“Contractor”) (the “Agreement”).

The effective date of the Agreement is April 7, 2020. The parties, intended to be bound, mutually agree as follows:

### KEY PROVISIONS

<table>
<thead>
<tr>
<th><strong>AGREEMENT TITLE</strong></th>
<th>Full-Body Scanner for Contraband Detection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AGREEMENT NUMBER</strong></td>
<td>CW2234972</td>
</tr>
<tr>
<td><strong>INITIAL AWARD DATE</strong></td>
<td>April 7, 2020</td>
</tr>
<tr>
<td><strong>AGREEMENT TERM</strong></td>
<td>April 7, 2020 through April 6, 2026, unless terminated earlier or otherwise amended, with option by County to renew for one additional six-year period.</td>
</tr>
<tr>
<td><strong>COMMODITY NAME / CODE</strong></td>
<td>X-Ray Scanner / 03595</td>
</tr>
<tr>
<td><strong>AUTHORIZED USER</strong></td>
<td>Office of the Sheriff - 230</td>
</tr>
<tr>
<td></td>
<td>Mark Padget, Sheriff’s Correctional Captain</td>
</tr>
<tr>
<td></td>
<td>Office: (408) 808-4610</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:Mark.Padget@shf.sccgov.org">Mark.Padget@shf.sccgov.org</a></td>
</tr>
<tr>
<td></td>
<td>Assistant Division Commander, Main Jail Complex</td>
</tr>
<tr>
<td></td>
<td>Office: (408) 808-2817</td>
</tr>
<tr>
<td><strong>COUNTY DEPARTMENT CONTACTS</strong></td>
<td>Assistant Division Commander, Elmwood Correctional Complex</td>
</tr>
<tr>
<td></td>
<td>Office: (408) 957-5307</td>
</tr>
<tr>
<td></td>
<td>Don Khowong, Sheriff’s Office IT Manager</td>
</tr>
<tr>
<td></td>
<td>Office: (408) 808-4650</td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:Don.Khowong@shf.sccgov.org">Don.Khowong@shf.sccgov.org</a></td>
</tr>
</tbody>
</table>
CONTRACTOR
OD Security North America
WWW.ODSecurityNA.com

John Shannon, President
Office: (844) 997-6837
Mobile: (797) 777-1331
Email: John.Shannon@odsecurityna.com

CONTRACTOR CONTACT
Lukas Richard, Technical Services
Mobile: (843) 814-8085
Email: Lukas.Richter@odsecurityna.com

CONTRACTOR NUMBER
1044818

PURPOSE

TAX STATUS
Products - Taxable
Services - Non-Taxable

PAYMENT TERMS
Net 45

TOTAL AGREEMENT VALUE
Not to Exceed $1,300,000

Contractor understands that this not to exceed value does not represent a commitment by County to Contractor.

COUNTY CONTRACT ADMINISTRATOR
Samuel Hirsch, Buyer I
Office: 408-491-7485
Email: Samuel.Hirsch@prc.sccgov.org

REFERENCES
The following exhibits are incorporated and constitute a material part of the Agreement:

Exhibit A – County of Santa Clara Terms and Conditions
Exhibit B – Price and Compensation Schedule
Exhibit C – Scope of Work and Requirements
Exhibit D – Insurance Requirements
Exhibit E – Vendor Remote Access Agreement
Exhibit F – County Information Technology User Responsibility Statement for Third Parties

Exhibit G – Security Clearance Form

In case of any conflict or inconsistencies among or between the documents comprising this Agreement, Exhibit A, County Santa Clara’s Standard Terms and Conditions shall take precedence.

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

________________________________________
Cindy Chavez, President
Board of Supervisors

Date: ________________

CONTRACTOR

By: ________________
John Shannon

Print: ________________
John Shannon

Title: ________________
President

Date: ________________
3/18/2020

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST

________________________________________
Megan Doyle
Clerk of the Board of Supervisors

Date: ________________

APPROVED AS TO FORM AND LEGALITY

________________________________________
Sara J. Ponzio
Deputy County Counsel

Date: ________________
3/18/2020

Agreement CW2234972
Between the County of Santa Clara and OD Security NA
EXHIBIT A
COUNTY OF SANTA CLARA
STANDARD TERMS AND CONDITIONS
FOR AGREEMENT FOR GOODS AND SERVICES

DEFINITIONS

1. “County Confidential Information” shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

2. “County Data” shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between Contractor and County, all County Data shall remain the property of County.

3. “Deliverables” means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.

4. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.

5. When used in this Agreement, “days” shall refer to calendar days unless stated otherwise.

1. NON-EXCLUSIVE AGREEMENT
The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES
Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part of the contract between the parties. County’s acceptance of Contractor’s offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required,
Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor’s superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES
The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS
Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING
Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

Notwithstanding the above, if at any time during the term of the Agreement the Contractor offers special, promotional or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing, and that pricing shall apply to the County at the same time that is offered to other entities. Contractor is required, on an ongoing basis, to inform the County of any such special, promotional or reduced pricing.

6. MODIFICATION
This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County’s authorized representative.

7. TIME OF THE ESSENCE
Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any costs incurred by the County because of Contractor’s delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the Agreement CW2234972.

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difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material and Contractor shall be liable for County’s damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County’s option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES
If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS
Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County’s destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS
All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 60 days or a reasonable time after delivery, whichever period is longer. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor’s goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may
purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County’s damages.

The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County’s option, the County may offset such liability from any payment due to the Contractor under any contract with the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY
The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County’s authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor’s claim for adjustment, the County’s authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING
Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment. Invoices shall include: Contractor’s complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost. Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT
The County’s standard payment term shall be Net forty-five (45), unless otherwise agreed to by the parties. Payment shall be due Net forty-five (45) days from the date of receipt and approval of correct and proper invoices. Notwithstanding the standard payment term set forth above, the parties agree that the Payment Term for this Agreement shall be the term set forth in the Key Provisions section of the Agreement above. If the Payment Term is a prompt payment discount term, then payment shall be made accordingly. For example, if the Payment Term is 2.25% ten (10) Net forty-five (45), payment shall be due ten (10) days from the date the County receives and approves the correct and proper invoice, but no later than forty-five (45) days from that date, and the County would take a discount of 2.25% of the total amount of the invoice if the payment is made in ten (10) days. The parties also agree that notwithstanding the Payment Term set forth in the Key Provisions section of the Agreement, that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

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14. OTHER PAYMENT PROVISIONS
Notwithstanding anything to the contrary, County shall not make payments absent successful installation and County approval and acceptance of the Deliverables. Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County’s rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor’s federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES
The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. DISALLOWANCE
In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification. At County’s option, the County may offset the amount disallowed from any payment due to the Contractor under any contract with the County.

17. TERMINATION FOR CONVENIENCE
The County may terminate this Agreement or any order at any time for the convenience of the County, specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as “materials”) prepared by Contractor under this Agreement contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE
County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.
In the event County terminates for cause under this provision, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability, or, at County's option, the County may offset such liability from any payment due to the Contractor under any contract or order with the County.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

In lieu of terminating immediately upon contractor's default, County may, at its option, provide written notice specifying the cause for termination and allow Contractor ten (10) days (or other specified time period by the County) to cure. If, within ten (10) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

19. TERMINATION FOR BANKRUPTCY
If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGETARY CONTINGENCY
Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT
Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in Agreement CW2234972.

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order to allow County to continue to perform for itself, or obtain from other providers, the services as the
same might exist at the time of termination.

County shall be entitled to purchase at net book value those Contractor assets used for the provision of
services to or for County, other than those assets expressly identified by the parties as not being subject
to this provision. Contractor shall promptly remove from County’s premises, or the site of the work being
performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to
purchase under this provision.

Contractor shall deliver to County or its designee, at County’s request, all documentation and data
related to County, including, but not limited to, the County Data and client files, held by Contractor, within
sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not
turned over to County, all at no charge to County.

22. DISPUTES
Except as otherwise provided in this Agreement, any dispute arising under this contract that is not
disposed of by agreement shall be decided by the County’s authorized representative or designee, who
shall furnish the decision to the Contractor in writing. The decision of the County’s authorized
representative or designee shall be final and conclusive. The Contractor shall proceed diligently with the
performance of the contract pending the County’s authorized representative or designee’s decision. The
County’s authorized representative or designee shall not be required to decide issues that are legal or
beyond his or her scope of expertise.

23. ACCOUNTABILITY
Contractor will be the primary point of contact for the performance of any subcontractors and assume the
responsibility of all matters relating to the purchase of goods and/or services under this Agreement,
including payment issues. If such or similar issues arise, the Contractor must take immediate action to
correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR
WRITTEN CONSENT
Contractor may not assign any of its rights, delegate any of its duties or subcontract any portion of its
work or business under this Agreement or any contract release purchase order without the prior written
consent of County. No assignment, delegation or subcontracting will release Contractor from any of its
obligations or alter any of its obligations to be performed under the Agreement. Any attempted
assignment, delegation or subcontracting in violation of this provision is voidable at the option of the
County and constitutes material breach by Contractor. As used in this provision, "assignment" and
"delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any
portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity,
whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the
attempted transfer occurs.

25. MERGER AND ACQUISITION
The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights
involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights
Contractor must ensure that the acquiring entity or the new entity is legally required to:
(1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement
    between Contractor and the County, including but not limited to a) established pricing and fees; b)
guaranteed product support until the contract term even if a new product is released; and c) no price
    escalation during the term of the contract.
(2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the
    acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a
substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.

(3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et seq, the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").

Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

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29. INSURANCE
Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

30. DAMAGE AND REPAIR BY CONTRACTOR
Any and all damages to County owned or leased property caused by Contractor’s negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor’s vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County’s Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor’s operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County’s best interests.

31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE
The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS
Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

33. INDEMNITY
Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys’ fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

34. INTELLECTUAL PROPERTY INDEMNITY
Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software) and/or service, or County’s use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys’ fees that a court or other adjudicatory body awards as a result of any such claim.
35. WARRANTY
Any goods and/or services furnished under this Agreement shall be covered by the most favorable commercial warranties that Contractor gives to any of its customers for the same or substantially similar goods and/or services. Any warranties so provided shall supplement, and shall not limit or reduce, any rights afforded to County by any clause in this Agreement, any applicable Uniform Commercial Code warranties, including, without limitation, Implied Warranty of Merchantability and Implied Warranty of Fitness for a Particular Purpose as well as any other express warranty.

Contractor expressly warrants that all goods supplied shall be new, suitable for the use intended, of the grade and quality specified, free from all defects in design, material and workmanship, in conformance with all samples, drawings, descriptions and specifications furnished by the County, in compliance with all applicable federal, state and local laws and regulations and free of liens, claims and encumbrances. Contractor warrants that all services shall strictly conform to the County’s requirements.

Contractor shall immediately replace or repair any good not conforming to any warranty, or provide services to conform to County’s requirements. If after notice, Contractor fails to repair or replace goods, or to provide services to conform to County’s requirements, Contractor shall promptly refund to County the full purchase price paid by the County. This remedy is nonexclusive of other remedies and rights that may be exercised by the County. Claims for damages may include direct damages, such as cost to repair, as well as incidental and consequential damages.

During the provision of goods and services, Contractor may not disclaim any warranty, express or implied, and any such disclaimer shall be void. Additionally, the warranties above shall not be deemed to exclude Contractor’s standard warranties or other rights and warranties that the County may have or obtain.

36. COOPERATION WITH REVIEW
Contractor shall cooperate with County’s periodic review of Contractor’s performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

37. AUDIT RIGHTS
Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of $10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County’s option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any payment adjustments set forth in any County audits. The Contractor shall pay to County the full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.
38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS
Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of four (4) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor’s activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the contract anniversary date unless otherwise requested.

Contractor shall also provide quarterly reports to the County that show a breakdown by contract release purchase order (i) the order date (ii) ship date (iii) estimated arrival date (iv) actual arrival date (v) list of products, services and maintenance items and (vi) the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems). Quarterly reports must be made available to the County in electronic format, two (2) business days after the end of each quarter unless otherwise requested.

39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT
Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four (4) years from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

40. COUNTY NO-SMOKING POLICY
Contractor and its employees, agents and subcontractors, shall comply with the County’s No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

41. FOOD AND BEVERAGE STANDARDS
Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.
If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

42. DEBARMENT
Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively “Contractor”) are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

43. CALIFORNIA PUBLIC RECORDS ACT
The County is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

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Between the County of Santa Clara and OD Security NA
44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor’s employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to contractor’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” as part of Contractor’s service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

45. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.
47. USE OF COUNTY’S NAME FOR COMMERCIAL PURPOSES
Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County’s authorized representative, or designee.

48. HEADINGS AND TITLES
The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS
Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES
Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT; MERGER
This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. EXECUTION AND COUNTERPARTS
This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

53. NOTICES
All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

54. ACCOUNT MANAGER
Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County’s requirements.

Agreement CW2234972
Between the County of Santa Clara and OD Security NA
Contractor represents and warrants that such person will ensure that the County receives adequate pre-
sales and post-sales support, problem resolution assistance and required information on a timely basis.

55. SURVIVAL
All representations, warranties, and covenants contained in this Agreement, or in any instrument,
certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the
termination of this Agreement.

56. GOVERNING LAW, JURISDICTION AND VENUE
This Agreement shall be construed and interpreted according to the laws of the State of California,
excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in 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.

57. THIRD PARTY BENEFICIARIES
This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity
other than the parties

58. AUTHORITY
Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized
to execute and deliver this Agreement on the entity’s behalf, including, as applicable, the Board of
Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or
binding unless it is in writing and approved by the County’s authorized representative, or authorized
designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE
Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the
County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36
(“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors,
where the contract value is $100,000 or more, must comply with Division B36 and the Living Wage
Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy.
Compliance and compensation for purposes of this provision includes, but is not limited to, components
relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair
chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor
and/or a subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole
discretion, take responsive actions including, but not limited to, the following:
(1) Suspend, modify, or terminate the Direct Services Contract.
(2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan
developed by the County.
(3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee’s rights to bring any legal action for violation
of the employee’s rights under Division B36 or any other applicable law. Further, this provision does
not confer any rights upon any person or entity other than the Board of Supervisors or its designee to
bring any action seeking the cancellation or suspension of a County contract. By entering into this
contract, Contractor certifies that it is currently complying with County Code Division B36 and the
County’s Living Wage Policy with respect to applicable contracts, and warrants that it will continue to
comply with County Code Division B36 and the County’s Living Wage Policy with respect to applicable
contracts.
60. CONTRACTING PRINCIPLES
All entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws: (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES
Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. INFORMATION SECURITY COMPLIANCE
For purposes of this Section 62 and Section 63 below, the following definitions shall apply:
1. “Breach” means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability those systems or County Data.
2. “Independent Penetration Testing,” or “pen testing,” means the County’s practice - by using an independent third party - of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
3. “Risk Assessment” means the process by which the County's Information Security Office (“ISO”) assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO’s evaluation of documentation provided by the Contractor.

Contractor shall do all of the following:
(1) Maintain or improve upon its information security posture at the time of the County’s initial Risk Assessment as reasonably determined by the County. Contractor shall provide written notice to the County’s Information Security Office (“ISO”) of any changes or deficiencies to its information security posture.

(2) Protect the confidentiality, integrity, availability of the County’s data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.

(3) Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts periodic audits, and/or completes annual Independent Penetration Testing.

(4) Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

63. COUNTY DATA
(1) Contractor shall not acquire any ownership interest in County Data (including County Confidential
As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County’s written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County’s direction regarding the proper disposition of County Data.

(3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor’s sole expense. Contractor shall not charge County for any expenses associated with Contractor’s compliance with these obligations.

(4) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS
Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

If applicable, Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County’s request.

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION
Contractor’s violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et seq. the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor’s failure to comply with the act and any standards or regulations issued there under.
Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.

Definitions: For purposes of this Section, the following definitions shall apply. A “Final Judgment, Decision, Determination, or Order” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.

Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision,
Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

(8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.

(9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
   (i) Suspend or terminate any or all parts of this Agreement.
   (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
   (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

66. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES

(1) No provisions of any shrink-wrap or any click-through agreement (or other form of “click to accept” agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no “terms of use,” “privacy policy” or
other policy on Contractor’s website or application (collectively, “Policies”) or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.

(2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.

(3) The parties acknowledge that the County and or authorized users may be required to click “Accept” as a routine condition of access to services through the Contractor’s website or other application. Such click-through provisions or Policies on Contractor’s website shall be null and void for County and/or each such authorized user and shall only serve as a mechanical means for accessing such services.
## PRICE AND COMPENSATION SCHEDULE

### I. One-Time Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Price Per Unit (Installed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOTER RS Body Scanner Security System includes:</td>
<td>$95,000.00 (for up to a total of 8 to 13 systems)</td>
</tr>
<tr>
<td>1. Standard Factory Extended Warranty, Preventative Maintenance, Technical Services and Support (including parts and labor, time and travel associated with serving and maintenance) for 6 years from date of installation.</td>
<td></td>
</tr>
<tr>
<td>2. All Software and updates that may be required</td>
<td></td>
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<tr>
<td>3. Total of 2 each SOTER RS Tablet Handheld Devices</td>
<td></td>
</tr>
<tr>
<td>4. SOTER RS Central Server and software with 6Tb to accommodate 13 months data retention per County policy at end of contract term</td>
<td></td>
</tr>
<tr>
<td>5. Total of 4 each ADA Platforms to fit the left or right side of the scanner</td>
<td></td>
</tr>
<tr>
<td>6. Wireless Barcode Scanner or Wired Fingerprint Readers for each Scanner (at County’s option)</td>
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</tr>
<tr>
<td>7. All WIFI and network switches required to allow connectivity to all SOTER RS Tablets</td>
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</tr>
<tr>
<td>8. Installation and Calibration (annually or as frequent as may be required)</td>
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</tr>
<tr>
<td>9. Training and Certification</td>
<td></td>
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<tr>
<td>10. Other Professional Services and Account Management</td>
<td></td>
</tr>
<tr>
<td>11. Shipping and Handling</td>
<td></td>
</tr>
<tr>
<td>12. Travel included</td>
<td></td>
</tr>
</tbody>
</table>

County to issue payment upon successful completion of established acceptance criteria checklist. Checklist to established with understanding of workflow, procedures and configuration requirements.

### II. Time and Material for repair services

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>Hourly Service Rate</td>
<td>$150.00</td>
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<tr>
<td>Percentage off Parts List Price</td>
<td>10%</td>
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</tbody>
</table>
EXHIBIT C  
SCOPE OF WORK AND REQUIREMENTS

I. RESOURCES AND QUALIFICATION OF CONTRACTOR

Project Lead
- Lukas Richter –
  o Direct: (843) 814-8085; E-mail address – lukas.richter@ODSecurityNA.com
  o 416 Island Park Drive, Daniel Island, South Carolina 29492
  o 16 years with experience in transmission x-ray technology used in security applications.

Senior Service Technician / Radiation Safety Officer:
- Sam McIlroy -
  o OD Security North America, 213 S. Victoria Avenue, Iowa Park, Texas 76367;
  o 45 years with experience in medical and security x-ray technology.
- Don McIlroy -
  o OD Security North America, 213 S. Victoria Avenue, Iowa Park, Texas 76367;
  o 25 years with experience in medical and security x-ray technology.

Senior Software Engineer:
- John Shannon –
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  o President

II. TECHNICAL REQUIREMENTS

A. Description of System and Services

1. Contractor shall provide a Full Turnkey Body Scanner Solution, SOTER RS Full-Body Scanner Systems as described herein.

The solution makes use of proprietary software applications (“Software”) running on each SOTER RS body scanner acquisition pc with all configuration, user profiles, client profiles and transaction data stored in a local SQL database (with standardized 2 x 1Tb drives, offline) on each scanner. All the data is replicated to the Central Server SQL database (with 6TB drive) and all scan images are saved to the Central Server, applying the 13-month data retention policy. Subject to the terms and conditions of this Agreement, Contractor hereby grants the County and County accepts a non-exclusive, worldwide limited license, including all updates issued during the term of this Agreement, to use the Software.

The Software provides the end user with the following:
- All Scan Manager data and reporting functionality is available across all SOTER RS Body Scanners and SOTER RS Tablets by users with the appropriate access rights.
- Scanned image can be recalled from any of the Operator Terminals or tablet.
- User profiles are shared across the solution. This allow for staff movement across facilities.
- Dose recorded consolidation across all body scanners ensuring the yearly 250 uS dose limit per person is automatically managed across the solution to meet or exceed current ANSI standards.
Figure 1 - SOTER RS Turnkey Solution:
The solution considers network connections failure. In this state, the system will still allow a scan transaction to be completed and all data and scan images for these transactions will be consolidated once network connection is established. See Fig 2. below.

Figure 2 - SOTER RS Network Solution:

2. SOTER RS Typical Workflow and Operator (User) Process
   i. Operator login with username and password or by fingerprint reader/
   ii. Operator will select scan Level if required (Default and recommended Level 2) and click the scan button.
iii. System will require the credentials of the client to be scanned.

iv. The client’s identity will be verified by unique ID, Fingerprint Reader or Barcode Scanner.

v. Credentials will be recalled from the local database 1st. If data is not available, the central database will be queried 2nd and if solution is integrated to a JMS, the web service will be queried as a 3rd level.

vi. If no data exists, the operator will be asked to create a new client.
vii. Scan button is now available for a scan transaction to be completed.

viii. Operator will instruct client to position themselves on the scanner platform and be still during the <10 sec scan time.

ix. Once scan is completed, the operator will use the available Image Analyzing Tools and full touch screen interface to evaluate the images.

x. If no contraband is detected, the operator will proceed with next scan as per point ii. Transaction and image are saved automatically as the default “Negative”.
xi. If contraband is detected in the scanned image, the operator can flag image as positive by clicking on “Result of Scan” and select the category from the menu that best fits the contraband detection and comments can be added. (Categories can be used in database search criteria).

xii. All transactional data is available through the Scan Manager depending on the Operator’s user rights.
xiii. No system updates required. OD Security North America is constantly developing new functionality in the SOTER RS solution. These software enhancements will be made available on a 6-month cycle.

B. Hardware and Software

1. OD Security North America to provide a complete turnkey solution that will consist of the following components:
   - 8 x SOTER RS Body Scanner
   - 8 x Wireless Barcode Scanner or Wired Fingerprint Readers
   - All WIFI and network switches required to allow connectivity to all SOTER RS Tablets (See Fig. 1)
   - 2 x SOTER RS Tablets (1 x Main Jail, 1 x Elwood Complex)
   - 1 x SOTER RS Central Server with 6Tb to accommodate for County 13-month data retention policy
   - All Software required for equipment listed

2. County to provide 120V 20Amp power and network connection at each installation site. The SOTER RS Central Server to be installed in the Main Jail.

C. Backup/Recovery

The SOTER RS turnkey solution provides the customer with a built-in Backup and Restore application. Backup can be done manually or scheduled and all backup file management can also be done from here.
D. **Network/Hardware**

- As per Fig. 1 & Fig. 2 (from above) OD Security North America proposes a segmented VLAN where the Body Scanner network is totally separated from any part of the County network.
- Contractor must comply to County CISO Standards.

E. **Storage**

1. Scan time per scan is < 10 sec.
2. Average data size per scan including the images is 6Mb.
3. The County expects to run 300 scans per station per day and has a 13-month data retention policy.
   - Each of the SOTER RS acquisition PCs come standard with 2 x 1 Tb drives (Offline use)
   - SOTER RS Central Server has 6 Tb of hard drive space that will allow for the 13-month data retention policy.

F. **Application Security Features**

1. Solution audits user access and privilege use and the information that is logged.
   - All transactional data is recorded to the SQL Database and can be recalled at any time through the Scan Manager. List of data logged:
     i. Time and Data Stamp
     ii. Operator
     iii. Client information
     iv. Gender
     v. Pos/Neg scan and comments
     vi. Dose
     vii. Reason for Scan
     viii. Result of Scan
     ix. Scan Orientation

2. Configure minimum password difficulty requirements, and password lockout policies
   - Password protocol can be directed by the County to ensure minimum password difficulty, or Biometric log-on option can be configured to remove password complexities.

3. Password expiration policy
   - System Administrators can set the password expiration term, and have full control over Password editing, or Biometric log-on option can be configured to remove password complexities.

4. Access privileges through an Authorization Matrix shown below:
   - User security levels is based on role(profile) that gets assigned at the point of user being created.
• “User inactivity timeout” is available in the Viewer Application and is set in seconds.
• Data is protected, including encryption over the network and at rest. The solution support, at a minimum, 256-bit encryption of data in transit and at rest.
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G. Security Assurance - Assurance Artifact

1. Overview
   a. Application to process PII data, X-Ray image and transaction information (date, time, dose, operator, etc.)
   b. Data to be stored on local disk, local SQL database and central server storage and SQL server.
   c. VLAN to be configured for Body Scanner turnkey solution only. Once integration is required to planned JMS, data will be made available via web services.
   d. System to be wired, with point-to-point network connections.
   e. System must be capable of handling 432 Gb/month across all installed body scanners.
   f. Contractor to provide 52 end user licenses to be set up with initial install.
   g. Contractor to provide 20 DBA/Admin support licenses to be set up with initial install.
   h. Remote support shall utilize Cisco AnyConnect software with County network access to provide remote support services from within the US only.

2. Access Control
   a. Responsibility for provisioning of end user accounts shall be delegated to a trained administrator
   b. User profiles are controlled by database authorization to customized role access based on workflow.
   c. Access rights reporting to be available in user database and must be capable of export to .csv for further reporting.
   d. Contractor to provide a catalog of account roles for controlling access to database tables and stored procedures for querying, report execution, update and administrative purposes.
   e. Trained administrator to have access to edit user accounts as required for job change or employment termination.
   f. System to include a testing account for support, separate engineering user for system configuration and debug user for software engineering.
   g. Engineering user exclusively to have access to windows files, no access to any level of client profiles.
   h. Administrator passwords to require Contractor assistance in resetting.
   i. Default administrative account to be renamed if required by County.
   j. Session time-out for end users to be set in Viewer application after specified number of seconds.
   k. Wireless connectivity to be used only with tablet integration into system.
   l. Wireless authentication protocols to be set to accepted County standards.
   m. System to prohibit remote connection to central database. Only system tablets will have access.

3. Audit and Accountability
   a. System to log critical events for all critical systems and applications. Log to include user name, last login time of user, what records are accessed/viewed by the user, what records are modified by the user, user creating new record/table/database, and user copying/duplicating a table/database.
   b. System log also to be created for critical event.
   c. Application error codes to be generated and sent as a notification to designated users upon a process failure.
   d. All audit data to be stored in the SQL database locally and on central server.
   e. System to export audit log data using syslog format to .csv from scan manager.
4. **Configuration Management**
   a. Customized configuration to be limited to areas accessible based on user’s assigned role.
   b. If required, system to provide security authentication and authorization capabilities from management console.
   c. Contractor to provide documentation on recommended default security configuration for system.
   d. Complete backup of data and system configurations to be included in turnkey setup. Backup to include SQL database and scanned images.
   e. System to be capable of using NTP.
   f. Local devices that perform critical processes to have network names that conceal the function of the device or be capable of being renamed to conceal the function.
   g. Boot sequences to be set on the system to prohibit boot from external media or network.
   h. System network connectivity to comprise of VLAN network for Body Scanners with remote access through Cisco AnyConnect to all nodes on Body Scanner VLAN.
   i. All Body Scanner acquisition computers to run Windows embedded to ensure security configuration maintenance.
   j. Connections between Local SQL and Central SQL server to listen for connections and to be secured to industry standard including logging and audit.
   k. System to be capable of exiting on County domain and integrate with Active Directory.
   l. Contractor to supply County with an administrative password for the system for the purpose of periodic vulnerability scanning if required by County.
   m. System to be capable of supporting County’s established requirements for records and data retention along with records and data disposition.

5. **Identification and Authentication**
   a. System to utilize biometric log-on to alleviate password complexities.
   b. System to provide capability to notify end user upon logon of the date and time of the last logon.

6. **Maintenance**
   a. System to restrict the use of maintenance tools to authorized personnel only.

7. **Media Protection**
   a. All end nodes/terminals running system and server hard drives to be encrypted.
   b. Data shall not be cached on local machines accessing sensitive information.
   c. County to retain media (hard drives) from systems being retired, replaced or upgraded.

8. **System and Services Acquisition**
   a. Firmware updates to be performed onsite or via remote connection depending on update requirements.
   b. System to set up as a closed loop within an isolated VLAN environment to manage vulnerabilities.
   c. Contractor to provide source code in the event of dissolution of business.

9. **System and Communications Protection**
   a. System to support at minimum 256-bit encryption of data in transit, at rest, and within database.
   b. System to provide an administrative application program interface which can be used to terminate a user session from a County provided mechanism (console or rule based event trigger).
   c. System to enforce information-sharing decisions by authorized users based on access authorizations of sharing partners and access restrictions on information to be shared.
10. System and Information Integrity  
b. System to be fully updated with all certified service packs and patches prior to deployment.  
c. Contractor to disable unnecessary system applications not required for system operation for server and operating system hardening.  
d. All local data from Body Scanners to be replicated to the central server and shared across system as needed to avoid single points of failure.

OD Security North America is registered with the Federal E-Verify Program. Every employee has a detailed security vetting prior to recruitment. Contractor shall require all employees doing any work under this Agreement to have documented passing the security clearance requirements set forth by the Santa Clara County Sheriff’s Office, as set forth in Exhibit G of this Agreement.

H. Prison Rape Elimination Act (PREA)  
a. Contractor shall comply with the Office of the Sheriff’s zero-tolerance policy related to the sexual assault or rape of inmates, or sexual misconduct toward any inmate housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.  
b. All of Contractor’s employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with Inmates, shall attend and successfully complete all staff training(s) related to PREA within ninety days of approval of any jail security clearance (initial PREA training) and at least every two years (refresher PREA trainings).  
c. The County shall provide the training(s) at no cost to the Contractor.  
d. Contractor shall be responsible for expenses incurred, including salary, benefits and/or transportation, in connection with the attendance of mandatory PREA training(s) by its employees, agents, representatives and/or members of its Board of Directors, including volunteers.  
e. The County will provide a document titled "Department PREA Policy & Acknowledge Statement" to Contractor’s employees, agents, representatives and/or members of its Board of Directors, including volunteers, who have contact with inmates. Everyone who receives the document shall sign the acknowledgment form. Signed forms will be retained by the DOC.

III. FUNCTIONAL REQUIREMENTS  
A. Product Specifications  
1. Provides Real-time scan of subjects for the presence of contraband items, such as, but not limited to drugs, weapons, explosives, components of blasting assemblies (i.e. wires, detonators, etc.), narcotics, electronic devices, precious stones and metals, chemical and biological materials, food and drinks, cell phones, any objects that can be considered as dangerous or researched for a particular use.  
2. Provides full body images of items both internal and external to the human body. Scanner has the capability of detecting and revealing contraband concealed externally and internally.

4. Delivers privacy software specifically designed to apply blurred overlays to sensitive areas of the body. This feature of applying overlays can be enabled and disabled.

5. In compliance with the Prison Rape Elimination Act (PREA) standards.

6. Provides early warning system of detection if someone is approaching the maximum scans allotted within a 12-month period.

7. Provides onboard remote diagnostic software to allow for the adjustment, troubleshooting, and overview of system operations.

8. Prevents exposure when system is not performing the scanning process or is in idle mode.

9. Provides no operator exposure.

10. Allows for saving scanned images via booking number or other identifying number where contraband is detected, to be used for evidentiary purposes.

11. Provides software upgrades for the life of the system.

12. The system stores, displays, and reports the total number of scans generated, and for operators to be provided with information sufficient to extract from this data the total number of scans daily, weekly or monthly.

13. Enables the operator to save images that are deemed positive for contraband separately from the total images folder, facilitating an understanding of the total number of positive scans for a specified period.

14. Each scanned file stores the scanned operator’s identification, such that performance metrics may be developed for operators of the scanner.

15. Saved images are in universally accepted formats, such as JPEG, BMP, and GIF, or can be easily converted and exported to universally accepted formats for viewing without the use of specialized software.

16. The system enables the County to handle storage and back-up of data. The system is configurable to meet the storage and backup retention period of no more than 13 months in compliance with the County Surveillance Ordinance as specified in the approved Body Scanner Use Policy presented to the County Board of Supervisors.

17. The scanner may be stored in the smallest area within the County Building to fit within approximately 8.75 feet (105 inches) x 10 feet with a height of 7.83 feet (94 inches). OD Security is responsible for any modification cost that may be associated with either the unit or of the building for the unit to fit in the County designated space.

18. The system shall be provided in brand new and unused condition.

19. Contractor shall supply, deliver and install the SOTER RS Full-Body Scanner Security System to the County Main Jail Complex and Elmwood/CCW Correctional Complex or any locations as needed.

20. Contractor will provide all installation, labor, and parts associated with the installation. The Contractor must provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, Contractor shall restore all existing adjacent finishes to their original pre-existing condition.

21. Contractor shall obtain any and all permits and/or certifications required by all applicable and/or legally required regulatory agencies for the work performed and for any equipment
installed. It is the Contractor’s responsibility to research permit requirements and to obtain any and all required permits, certifications or other regulatory approvals prior to installation of the equipment. This may include, but is not limited to, any engineered systems, building codes, construction permits and product warranties or certifications.

22. Products shall be supplied by manufacturer or manufacturer authorized dealer with full manufacturer’s guarantee.

B. Critical Product Specifications

1. Print feature must be restricted to County authorized personnel.
2. Enablement to Bar Code capabilities, with the option of adding RFID and Biometric integration capabilities.
3. The system shall have the integration capability to jail management software (JMS), Tribridge Offender360 Jail Management Software and compatible to the Windows Operating System.
4. Provides comprehensive reporting and searching technology and capabilities.

IV. IMPLEMENTATION, PROJECT MANAGEMENT, TRAINING AND ONGOING SUPPORT

A. Project Implementation Plan and SOW

Implementation Plan and Project Work Plan below can be adjusted and refined as agreed by the County and OD Security.
### Full Body Scanners for County Sheriff Custody Division Project Timeline

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**Project Start:** Notes to Proceed  
**Project Leader:** Lukas Richter

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**B. Training and Certification**

1. **Contractor will provide Operator Training and Certification for at least 32 County employees.**

2. **Contractor will provide Train the Trainer training for up to 20 County employees.**

3. **The County staffs will be provided with a tailored Training Program for the SOTER RS, that will be specifically developed based on the nature of contraband risk experienced and discussed (and agreed) with County Senior Command Staff prior to commencement of training.**

4. **The Training Program will be designed with the following output-based objectives:**
   
   i. **Reduction of contraband entering County’s Facilities.**
   
   ii. **Reduction of incidents resulting from contraband entering County’s Facilities.**
   
   iii. **Reduction in the potential for injury or loss of life to Staff and Inmates.**
   
   iv. **Compliance with California State to qualify County personnel to obtain the necessary certification to operate the Systems within State Guidelines.**
5. Operator Manuals and Administrator Manuals will be produced specifically for County trainees and issued two weeks ahead of the scheduled installation dates to assist County Operator “familiarization”.

6. Contractor Senior Trainer, with State Registered Radiation Safety Officer, will deliver the Radiation Safety and SOTER RS Operator training on-site immediately following installation.

7. Contractor Senior Trainer will provide 2 days of Didactive and Realistic training with the Operator Teams including as a minimum:
   i. Pre-operational checks, operation of the system, subject positioning, interpretation of images, procedures to follow if the System is damaged or malfunctions; file storage and retrieval and reporting;
   ii. Familiarity with the information being provided to the inmate;
   iii. Operating and emergency procedures;
   iv. Security procedures to prevent unauthorized use or access;
   v. Operator awareness and control of inspection zones.
   vi. Radiation Safety training includes the following:
      a. Types of radiation;
      b. Sources and common exposures;
      c. Units of measurement;
      d. Time, distance and shielding;
      e. Concept of As Low as Reasonably Achievable (ALARA);
      f. Biological effects of radiation and radiation risks;
      g. Operating and Emergency procedures

8. The Realistic Training will be supported by the attendance of Contractor’s Member Client User Group (where Staff from OD Security’s current client base share their real experiences of operating the System).

9. A “Train the Trainer” program will be developed and delivered to the Administrator Teams during the week of installation/product training to empower County trainees for Operator staff changes.

C. Ongoing Technical Support and Service Requirements

1. Technical Support Service includes all service calls/repair work attributed to normal wear and tear, or breakdowns or faults on the body scanner system as part of normal use. For breakdowns not attributed to normal wear and tear, such as unforeseen circumstances not caused by the Contractor or the system, the Contractor will provide a written estimate to the County, which may require a written amendment to this Agreement, prior to commencing work to bring the system back to normal working condition.

2. Contractor Technicians/ FSE must meet the County’s Security Requirements – See Exhibits E, F, and G for Security Requirements of this Agreement.

3. Technical Support Services must be performed by factory-trained technicians/field service engineers for remote, phone-in and on-site support.

4. Upon initial call for support, Service Technicians and Field Service Engineers (FSE) will meet the following response times:
   - 2 hours, 24/7 for remote support, weekends and holidays included
   - 24 to 48-hours for on-site support, weekends and holidays included
D. **Ongoing Preventative Maintenance**

1. Contractor will provide Preventative Maintenance and Technical Service Support for the first 6 years from date of acceptance.

2. Contractor shall provide preventative maintenance, which includes all parts, labor, travel time, travel expenses, and freight/delivery.

3. Preventive on-site maintenance services must be performed as required 24/7, including weekends and holidays.

4. Preventative routine maintenance must be performed at least once a year.

5. Preventative Maintenance to the system shall include Complete Operational Testing, Calibration, Certification, Database backup testing, Operating System Updates and Security Patches of at least once per year.

6. Contractor shall perform Annual Radiation Survey, in writing on each body scan device to ensure no radiation exposure to County operators.

7. Preventative Maintenance must be performed by factory-trained technicians/field service engineers (FSF).
EXHIBIT D
INSURANCE REQUIREMENTS
FOR STANDARD CONTRACTS ABOVE $100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.
D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Products/Completed Operations aggregate - $2,000,000
   d. Personal Injury - $1,000,000

2. General liability coverage shall include:
   a. Premises and Operations
   b. Products/Completed
   c. Personal Injury liability
   d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   **Additional Insured Endorsement**, which shall read:

   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

   Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers’ Compensation and Employer’s Liability Insurance
   a. Statutory California Workers’ Compensation coverage including broad form all-states coverage.
   b. Employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
EXHIBIT E
VENDOR REMOTE ACCESS

1. Definitions
   (a) “Remote Access” is the act of accessing County Systems from a non-County network infrastructure.
   (b) “County Systems,” for purposes of this Exhibit, include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. “County Systems” also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.
   (c) “County-owned information/data,” for purposes of this Exhibit, is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User’s personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
   (d) “Contractor employees” includes Contractor’s employees, agents, representatives, contractors or subcontractors performing services under this Agreement.

2. Scope of Access
   (a) County grants Remote Access privileges (through the method described in section 9) for Contractor to access the following County Systems (collectively referred to as “Designated Systems”), in accordance with the terms of this Agreement:

   **County of Santa Clara Office of the Sheriff's Full-Body Scanner for Contraband Detection.**

   (b) All other forms of access to the Designated Systems, or to any County System that is not specifically named, is prohibited.
   (c) Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in this Agreement including, but not limited to, supporting Contractor-installed programs. Any access to the Designated Systems, County-owned information/data, or any other County System or asset that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of this Agreement for cause and any penalty allowed by law. Contractor may only access the Designated Systems.
(d) County will review the scope of Contractor’s Remote Access rights periodically.

3. Security Requirements

(a) Contractor will not install any Remote Access capabilities on any County System unless such installation and configuration is approved by the County Information Security Office and meets or exceeds NIST 800-53 standards, or an equivalent industry standard.

(b) Contractor will only remotely access Designated Systems, including access initiated from a County System, if the following conditions are met:

(i) Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County’s review and approval. The County reserves the right to advanced written approval of Contractor’s security mechanisms prior to Contractor being granted Remote Access.

(ii) The Remote Access method agreed upon pursuant to paragraph 9 must include the following minimum control mechanisms:

(aa) Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County-site-to-Contractor-site Virtual Private Network (VPN) infrastructure.

(bb) County personnel will control authorizations (permissions) to specific systems or networks.

(cc) All Contractor systems used to remotely access County Systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.

4. Monitoring/Audit

County will monitor access to, and activities on, County Systems, including all Remote Access attempts. Data on all activities will be logged on a County System and will include the date, time, and user identification.

5. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County System unless otherwise stated in this Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in this Agreement.

6. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect data contained on County Systems within Contractor’s control from unauthorized access. Prior written approval is required before Contractor may access County Systems from a non-designated system. Such access will use information security protocols that meet or exceed NIST 800-53 standards, or an equivalent industry standard. Remote Access must include the control mechanisms noted in Paragraph 3(b)(ii) above.
7. Remote Access Contacts

The following persons are points of contact for purposes of this Exhibit:

**Contractor:** John Shannon, President and Senior Engineer  
Mobile: (797) 777-1331; Email: John.Shannon@odsecurityna.com

**County:** Don Khowong, Sheriff’s Office IT Manager  
Office: (408) 808-4650; Email: Don.Khowong@shf.sccgov.org

Either party may change the aforementioned names by providing the other party with no less than three (3) business days prior written notice.

8. Additional Requirements

Contractor agrees to the following:

(a) Only Contractor employees providing services or fulfilling Contractor obligations under this Agreement will be given Remote Access rights.

(b) Any access to Designated Systems, other County Systems and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.

(c) An encryption method that meets or exceeds Federal Information Processing Standard (FIPS) Publication 140-2 will be used.

(d) Contractor shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall report any suspected security incident or concern to the County TechLink Center within 24 hours. The TechLink Center’s contact information is (408) 918-7000, TLC@isd.sccgov.org.

(e) Contractor shall ensure compliance with the terms of this Exhibit and the Exhibit on County Information Technology User Responsibility Statement for Third Parties by all Contractor employees performing services under this Agreement.

(f) Contractor employees have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

(g) Contractor employees that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Contractor employees shall report loss or theft of such devices to the County TechLink Center within 24 hours. The TechLink Center’s contact information is (408) 918-7000, TLC@isd.sccgov.org.

9. Remote Access Methods

(a) All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County. The remote access solution must conform to County policy and security requirements.
(b) Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.

(c) Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the button marked N/A).

(i) VPN Site-to-Site  
<table>
<thead>
<tr>
<th></th>
<th>Primary</th>
<th>Backup</th>
<th>N/A</th>
</tr>
</thead>
</table>
The VPN Site-to-Site method involves a VPN concentrator at both the Contractor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the Designated Systems from selected network-attached devices at the Contractor site.

(ii) VPN Client Access  
<table>
<thead>
<tr>
<th></th>
<th>Primary</th>
<th>Backup</th>
<th>N/A</th>
</tr>
</thead>
</table>
In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token, SecureAuth IdP, Arcot software token, or other such one-time-password mechanism approved by the County Information Security Office) will be issued to the Contractor in order to authenticate Contractor staff when accessing County Designated Systems via this method. The Contractor agrees to the following when issued an Authentication Token:

a. Because the Authentication Token allows access to privileged or confidential information residing on the County’s Designated Systems, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.

b. A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.

c. The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.

d. The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.

e. If the Contractor’s remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.

f. If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify the County TechLink Center by phone within 24 hours.

g. Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.

h. The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County’s Tech Link Center within five (5) business days following contract termination, or upon written request of the County for any reason.
i. Contractor will notify the County’s the County TechLink Center within one working day of any change in personnel affecting use and possession of the Authentication Token. The TechLink Center’s contact information is (408) 918-7000, TLC@isd.sccgov.org. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. The County will recoup the cost of any lost or non-returned hardware Authentication.

j. Contractor will not store account or password documentation or PINs with Authentication Tokens.

k. Contractor will ensure all Contractor employees that are issued an Authentication Token will be made aware of and provided with a written copy of the requirements set forth in this Exhibit.

(iii) County-Controlled VPN Client Access

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County Designated Systems, the Contractor must first notify the County’s Remote Access Contact. The County’s TechLink Center will verify the PIN number provided by the Contractor. After verification of the PIN the County’s designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County’s Designated Systems. Contractor agrees to the following:

a. Because the PIN number allows access to privileged or confidential information residing on the County’s Designated Systems, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.

b. The PIN number is confidential, County-owned, and will be identified as such.

c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.

d. If the Contractor’s remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.

e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.

f. If the PIN number is compromised or misused, the Contractor will notify the County’s designee within one (1) business day.

g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to Designated Systems, other County Systems, and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.

h. The PIN number will be issued to Contractor following execution of this Agreement.

i. The PIN number will be inactivated by the County’s designee within five (5) business days following contract termination, or as required by the County for any reason.
(iv) County-Controlled Enexity Access  ○ Primary  ○ Backup  ○ N/A

The County-Controlled Enexity Access method involves using Securelink’s Enexity tool installed in the County. County will establish a gateway where Contractor can access the Designated Systems from selected network-attached devices at the County site. County will control the access list for Contractors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (Only for VPN Client Access and if tokens issued by County):

SIGNATURE: __________________________________________
[TYPE NAME AND TITLE HERE.]
Date: _________________________________

SIGNATURE: __________________________________________
[TYPE NAME AND TITLE HERE.]
Date: _________________________________

SIGNATURE: __________________________________________
[TYPE NAME AND TITLE HERE.]
Date: _________________________________

SIGNATURE: __________________________________________
[TYPE NAME AND TITLE HERE.]
Date: _________________________________
EXHIBIT F
COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT FOR THIRD PARTIES

1. DEFINITIONS

(a) “County Confidential Information” is all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives.

(b) “County Systems” include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. “County Systems” also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.

(c) “County-owned information/data,” for purposes of this Exhibit is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User’s personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.

(d) “Mobile Device” is any portable computing device that fits one of the following categories: laptops, smartphones, or tablets. “Mobile Device” does not include devices that are used exclusively for the purpose of making telephone calls.

(e) “Users” include all employees, agents and/or representatives of Contractor performing services under this Agreement.

2. GENERAL REQUIREMENTS

(a) Contractor will provide Users with a written copy of this Exhibit and will ensure that Users know, understand and comply with the requirements of this Exhibit. Users allowed access to County resources shall sign the Acknowledgement and Receipt. In all cases, such access shall be subject to approval by an authorized County representative.

(b) Users are personally responsible for knowing and understanding these requirements, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to requirements, User shall ask County for guidance.
(c) If a User is issued an account for a County System, User shall comply with the following County standards for password definition, use, and management:

(i) Minimum password length is 12 characters unless a particular County System has a different requirement or is not technically feasible.

(ii) The password must be high complexity (contains one of each, upper, lower, number, symbol).

(iii) The password must be rotated every 90 days.

(iv) User must not reuse the last 10 passwords.

(v) Access to County System is denied after 5 failed logon attempts.

(d) Only authorized County staff may attach any form of computer equipment to a County network or system. This includes, but is not limited to, attachment of such devices as mobile devices, peripherals (e.g., external hard drives, printers), and USB storage media. It excludes County wireless networks provided specifically for the use of guests or visitors to County facilities.

(e) User shall not use USB storage media on any County System. All such devices shall be County-owned, formally issued to User by County, and used only for legitimate County purposes.

(f) User shall not connect County-owned computing equipment, including USB storage media, to non-County systems or networks, unless County gives its express written permission. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.

(g) User shall not install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County System, without County’s express written permission. If authorized to install, configure or use such a device, User shall comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County Systems. Any allowed installation shall not be activated until it is reviewed and approved in writing by an authorized County representative.

(h) The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.

(i) Users shall not attempt to elevate or enhance their assigned level of privileges unless County gives its express written permission. Users who have been granted enhanced privileges due to their specific roles, such as system or network administrators, shall not abuse these privileges and shall use such privileges only in the performance of appropriate, services performed under this Agreement.
(j) Users shall use County-approved authentication mechanisms when accessing County networks and systems, and shall not deactivate, disable, disrupt, or bypass (or attempt to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by County.

(k) Users shall not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with County.

(l) All software on County Systems shall be installed by authorized County support staff except as provided in this Agreement. Users may not download or install software on any County system unless express written permission has been obtained from County such as in this Agreement.

(m) Users shall immediately report to the County TechLink Center the loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business or performing services under a Supplemental Agreement. The TechLink Center’s contact information is (408) 918-7000, TLC@isd.sccgov.org.

(n) Users must be aware of security issues and shall immediately report incidents to the County Information Security Office involving breaches of the security of County Systems or breaches of County-owned information/data, such as the installation of an unauthorized device, or a suspected software virus or other occurrences of malicious software or content. The Information Security Office’s contact information is o365-iso-team@sccconnect.onmicrosoft.com.

(o) Users shall respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:

(i) Users shall not access, or attempt to access, County Systems or County-owned information/data unless specifically authorized to do so by the terms of this Agreement.

(ii) If User is assigned a County account, User shall not allow unauthorized individuals to use their account; this includes the sharing of account passwords.

(iii) Users shall not without County’s written permission, use or disclose County-owned information/data other than in the performance of its obligations under this Agreement.

(iv) Users shall take every precaution to ensure that all confidential or restricted information is protected from disclosure to unauthorized individuals.

(v) Users shall not make or store paper or electronic copies of information unless required to provide services under this Agreement.

(vi) Users shall comply with all confidentiality requirements in Contractor’s Agreement with the County. Users shall not use or disclose County Confidential Information other than in the performance of its obligations for County. All County Confidential Information shall remain the property of the County. User shall not acquire any ownership interest in County Confidential Information.

(p) Users shall do all of the following:
(i) Users shall not change or delete County-owned information/data unless performing such changes is required to perform services under this Agreement.

(ii) Users shall avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.

(iii) Upon termination or expiration of this Agreement, Users shall not retain, give away, or remove any County-owned information/data or document from any County System or County premises. Users shall return to County all County-owned assets, including hardware and data.

(q) Electronic information transported across any County network, or residing in any County System, is potentially subject to access by County technical support staff, other County personnel, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County System.

(r) Users must protect, respect and not infringe upon all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, County Confidential Information, and confidential information belonging to any other third party.

(s) All information resources on any County System are the property of County and are therefore subject to County policies regarding acceptable use. No User may use any County System or County-owned information/data for the following purposes:

   (i) Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization that are not related to the User conducting County business. This prohibition does not apply to User’s performance of contractual obligations for the County.

   (ii) Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher’s permission.

   (iii) To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.

   (iv) To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.

   (v) Knowingly propagating or downloading viruses or other malicious software.

   (vi) Disseminating hoaxes, chain letters, or advertisements.
3. INTERNET AND EMAIL

(a) Users shall not use County Systems for personal activities.

(b) When conducting County business or performing services under this Agreement, Users shall not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by County. Such services include, but are not limited to, file sharing (such as Dropbox, Box, Google OneDrive), Instant Messaging (such as AOL IM), email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, Instagram, Snapchat, MySpace, Facebook and Twitter). If a User has received express written permission to access such services, User shall comply with all relevant County policies, procedures, and guidelines.

(c) Users assigned a County email account must comply with the County’s Records Retention and Destruction Policy.

(d) Users shall not use an internal County email account assigned to another individual to either send or receive email messages.

(e) Users shall not configure a County email account so that it automatically forwards messages to an external Internet email system unless County gives its express written permission.

4. REMOTE ACCESS

(a) Users are not permitted to implement, configure, or use any remote access mechanism unless the County has authorized the remote access mechanism.

(b) County may monitor and/or record remote access sessions, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.

(c) User shall configure all computer devices used to access County resources from a remote location according to NIST 800-53 standards, or an equivalent industry standard. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by County.

(d) Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Users shall immediately report loss or theft of such devices to the County TechLink Center at (408) 918-7000, TLC@isd.sccgov.org.

(e) Users shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall immediately report any suspected security incident or concern to the County Information Security Office at o365-iso-team@sccconnect.onmicrosoft.com.
(f) Users shall comply with any additional remote access requirements in this Agreement such as an Exhibit on Remote Access.

5. THIRD PARTY-OWNED DEVICES

(a) This Section 5 applies if County permits Users to perform services under this Agreement with devices not owned by the County (“Third-party owned device”). Third-party owned devices include devices with email and/or data storage capability (such as laptops, iPhones, iPads, Android phones and tablets, BlackBerry and other “smart” devices).

(b) The third party-owned device in question shall use existing, County-approved and County-owned access/authentication systems when accessing County Systems.

(c) Users shall allow County to configure third party-owned devices as appropriate to meet security requirements, including the installation of specific security software mandated by County policy.

(d) Use of a third party-owned device shall comply with County policies and procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule on at least a monthly basis. County may verify software installations and updates.

(e) Users have no expectation of privacy with respect to any County-owned communications, information, or files on any third party-owned device. User agrees that, upon request, the County may immediately access any and all work-related or County-owned information/data stored on these devices, in order to ensure compliance with County policies.

(f) Users shall adhere to all relevant County security policies and standards, just as if the third party-owned device were County property. This includes, but is not limited to, policies regarding password construction and management, physical security of the device, device configuration including full storage encryption, and hard drive and/or storage sanitization prior to disposal.

(g) Users shall not make modifications of any kind to operating system configurations implemented by County on the device for security purposes, or to any hardware or software installed on the device by County.

(h) Users shall treat the contract-related or County-owned communications, information or files the third-party owned device contains as County property. User shall not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by County to access or use that data.

(i) Users shall report immediately to the County Information Security Office, o365-iso-team@sccconnect.onmicrosoft.com, any incident or suspected incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the third-party owned device, and shall report immediately to the Tech Link Center at (408) 918-7000, TLC@isd.sccgov.org, the loss or theft of the device.
6. ACKNOWLEDGEMENT AND RECEIPT

This Acknowledgement hereby incorporates the URS.

By signing below, I acknowledge that I have read and understand all sections of this URS. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of my relationship with County and/or criminal prosecution.

Have you been granted Remote Access   Yes   No

I have read and understand the contents of the URS regarding Remote Access and the Exhibit on Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I received approval from County for remote access for legitimate County business, as evidenced by the signatures below.

User Signature: ___________________________ Date Signed: _____________

__________________________________________
Print User Name: John Shannon

150C7BACE20A4744
EXHIBIT G
SECURITY CLEARANCE FORM
Santa Clara County Sheriff’s Office
Security Clearance Request
Phone Number (408) 808-4606 Fax (408) 808-4620
Email: Security.Clearance@shf.sccgov.org

NEW  □  RENEWAL  □

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<tr>
<th>Last Name</th>
<th>First Name</th>
<th>Middle</th>
<th>DOB</th>
<th>Race</th>
<th>Sex</th>
<th>Age</th>
<th>Height</th>
<th>Weight</th>
<th>Eye Color</th>
<th>Hair</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
<th>Apt#</th>
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</table>

<table>
<thead>
<tr>
<th>County Employees: Yes / No</th>
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<thead>
<tr>
<th>Phone Number</th>
<th>AKA’s (other names used)</th>
<th>Driver’s license Number</th>
<th>State</th>
<th>Social Security Number</th>
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<table>
<thead>
<tr>
<th>Applicant’s / Employer Name, Address &amp; Phone Number: (Print)</th>
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<tr>
<th>Applicant’s Job Title</th>
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<tr>
<th>Why do you need access to the jail site?</th>
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<tr>
<th>Person to notify in case of emergency</th>
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<tr>
<th>List the dates you will need access: From:<strong><strong><strong>To:</strong></strong></strong></th>
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<tr>
<th>What Facilities do you need to have access to (Select those that apply)</th>
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<tbody>
<tr>
<td>□ Main Jail Facility        □ Elmondo Men’s Facility</td>
</tr>
<tr>
<td>□ Elmondo Women’s Facility</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Do you currently have a relative in the Santa Clara County Jail System?</th>
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<table>
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<tr>
<th>If yes, provide name and PFN #:</th>
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<table>
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<tr>
<th>Name:</th>
</tr>
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<tr>
<th>Are you currently on OP, bail and/or have a criminal matter pending?</th>
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<table>
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<tr>
<th>If yes</th>
<th>No</th>
</tr>
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</table>

<table>
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<tr>
<th>Have you EVER been detained, arrested or convicted? (Selecting yes will not automatically disqualify you). If YES, please provide the date, charge, arresting agency and the disposition (use additional paper if necessary):</th>
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<tr>
<th>Requesting Unit Manager (or authorized designate) Signature: _______________________________</th>
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</table>

<table>
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<tr>
<th>Phone No.:</th>
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</table>

I understand that the Santa Clara County Sheriff’s Office will review my Criminal history. This information will be used to determine my eligibility for entrance into the jail facilities of this agency. I further acknowledge that I have read and understand the above and that all statements made herein are true and correct to the best of my knowledge and any false statement is cause for my site clearance to be revoked.

I have read and acknowledge the County of Santa Clara’s General Rules, Sexual Harassment, PREA AND CLETS requirements by initating each line below:

<table>
<thead>
<tr>
<th>General Rules for all Facility Personnel: __________</th>
<th>Sexual Harassment: __________</th>
<th>PREA Acknowledgement: __________</th>
<th>CLETS: __________</th>
</tr>
</thead>
</table>

| Applicant’s Signature: ___________________________ | Date: ___________________ |

Personnel: Please forward PREA Acknowledgement via pony, fax or email to the Departmental PREA Manager Fax #: 408-808-3656

DENIED  □  APPROVED  □

Reason for denial:

______________________________________________

Custody Coordinating Captain: __________________________  Date: __________

<table>
<thead>
<tr>
<th>CJC Performed by: ___________________________</th>
<th>Date: __________</th>
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</table>

<table>
<thead>
<tr>
<th>CLETS Performed by: ___________________________</th>
<th>Date: __________</th>
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</table>

<table>
<thead>
<tr>
<th>30 Day Temporary Clearance Issued Thru: ___________________________</th>
<th>Entered by: ___________________________</th>
<th>Date: __________</th>
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</table>

<table>
<thead>
<tr>
<th>County/Outside Agency Coordinator Notified: ___________________________</th>
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<table>
<thead>
<tr>
<th>PFN#: ___________________________</th>
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Requirements for Security Clearances:
1. No warrants.
2. Not currently on probation or parole.
3. Three (3) years since last MISDEMEANOR conviction.
4. No FELONY convictions.
5. You are not currently on bail and/or pending a criminal charge.
6. Any previous convictions for violence, assaultive behavior, sexual offenses or offenses committed while in custody may result in a denied status.
7. Any other factor that causes the Sheriff’s Office to deem imminent Security Clearance a risk to safety and security.

5.17.2019 AO Final

Agreement CW2234972
Between the County of Santa Clara and OD Security NA
SANTA CLARA COUNTY SHERIFF’S OFFICE
General Rules for all Facility Personnel, Sexual Harassment, PREA and CLETS Acknowledgement

GENERAL RULES FOR ALL FACILITY PERSONNEL:

1. All visitors, facility and volunteer programs personnel must conform to the dress code approved by the Sheriff’s Office.
2. No one under the age of 18 years of age will be admitted into any security area of any facility without prior authorization from the Division Captain or the Assistant Division Commander.
3. Bringing firearms, explosives, alcoholic beverages, narcotics, or any controlled substance, including marijuana, into any custody facility is a crime, and cause for arrest.
4. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any security area.
5. Tape recorders and cameras are not allowed within any custody facility without prior approval from the Division Captain or the Assistant Division Commander.
6. Employees or persons assigned to work within any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transaction with any inmate or prisoner.
7. Visitors, civilian employees and volunteer program personnel shall not bring anything into any custody facility to give to any inmate, nor will they take anything from any inmate without prior approval from a Custody Staff Supervisor. Exceptions: Written religious or educational material.
8. Any person entering any custody facility may be subject to search.
9. Visitors or civilian employees will proceed directly to their designated visiting or work area. Any visitor or civilian employee found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
10. Visitors or facility employees under the influence of alcohol or drugs will not be allowed to enter any custody facility and may be subject to arrest.
11. All custody facilities are “NO HOSTAGE” FACILITIES. All attempts will be made to ensure the safe release of anyone held hostage; however, no inmate will be allowed to escape in exchange for the release of any hostage.
12. Employees, visitors and volunteers who possess a valid Sheriff’s Security Clearance, must immediately report any future arrests to the Sheriff’s Security Clearance Coordinator.
13. Violation of any facility rule, regulation, or procedure or any disruption of facility routine may result in the visitor or employee’s removal from the facility and denial of future access.

SEXUAL HARASSMENT:

The Sheriff’s Office recognizes and adopts the Santa Clara County Sexual Harassment Policy. The County Sexual Harassment Policy is incorporated into the Sheriff’s Custody Bureau Policy #1.35. Both policies are clear that sexual harassment and harassment of any kind WILL NOT BE TOLERATED.

SEXUAL HARASSMENT IS PROHIBITED

The Sheriff’s Office requires that employees treat inmates with respect, courtesy and firmness. The following are specifically prohibited:

1. Employees may not lay hands on an inmate except to defend themselves, to control or restrain the inmate, to prevent an escape, to prevent serious injury or damage to person or property, to quell a disturbance, to search an inmate, or to render medical aid. Only female officers may search female inmates, and female inmate’s cells will be entered only in the presence of a female officer except in an emergency.
2. Employees may not touch an inmate’s body for the purpose of sexual gratification.
3. Employees may not make a sexual advance, condition any benefit on agreeing to submit to sexual advances or punish inmates for refusing sexual advances.
4. Employees may not use profane, demeaning, insulting or threatening language.
Prison Rape Elimination Act of 2003 (PREA) Contractor and Volunteer Information Sheet

Key Points of PREA:
The law provides guidelines to detect, prevent, identify and deter incidents of sexual abuse and sexual assault in detention facilities. It also requires information and resources to protect individuals from sexual abuse and sexual assault in detention facilities.

- The Santa Clara County Sheriff’s Office has a ZERO-TOLERANCE POLICY relating to illegal sexual acts, sexual harassment or sexual misconduct in any of the detention facilities. This policy applies both to staff inmate as well as inmate-inmate sexual relationships.
- It is the responsibility of all staff, contractors and volunteers to take these matters seriously if they are brought to your attention and to act on them immediately.
- Provide a safe environment for inmates and staff free of sexual harassment, sexual abuse and retaliation.
- PREA applies to both males and females under correctional staff supervision and male and female staff members, both custodial and non-custodial.
- Sexual activities and sexual assaults between inmates and staff or between inmates is strictly prohibited by department policy.
- All allegations of sexual abuse are taken seriously and need to be documented and investigated.
- It is our agency’s responsibility to refer substantiated cases for prosecution.
- At a minimum, you are to make correctional staff aware of the situation IMMEDIATELY!

Staff Sexual Misconduct:
Staff sexual misconduct is defined as any behavior or act of a sexual nature directed toward an offender by personnel. Included behaviors are: romantic relationships between any personnel and offenders, completed, attempted, threatened or requested sexual acts, occurrences of indecent exposure, invasion of privacy or voyeurism.

Sexual Harassment:
Sexual harassment is repeated verbal statements or comments of a sexual nature to an offender by authorized personnel, including: demeaning references to gender, derogatory comments about body or clothing, profane or obscene language or gestures.

Avoid Inappropriate Relationships with Inmates:
- Be professional at all times
- Refrain from sexual conversations/jokes
- Be aware of the possibility of inmate con games
- Sexual contact between staff and inmates is NEVER considered to be consensual

Reporting Sexual Misconduct:
- The Santa Clara County Sheriff’s Office accepts reports verbally, written and via third-party.
- Take any allegation of sexual assault seriously and report it IMMEDIATELY!
- Notify appropriate personnel and ONLY appropriate personnel. Maintain confidentiality and do not discuss any allegations with anyone else.
- If you are uncertain or unsure how to report an incident, ask a correctional staff member.
Effective Communication with Victims:
Remain professional, remain objective, do not use derogatory language, avoid stereotyping, be aware of pronoun (he or she) usage, if LGBTQ, ask victim how they would like to be addressed, if you are uncomfortable or unsure what pronoun to use, address the victim by their last name

General Rules, Sexual Harassment and Prison Rape Elimination (PREA)
Acknowledgement

I have been provided with a handout titled “General Rules, Sexual Harassment and PREA information/acknowledgement” sheet. The handout explains the Sheriff’s Office General Rules, Zero-Tolerance policy, safety guidelines, reporting options, and PREA. I have read the handout and have had an opportunity to discuss and ask questions with the person listed below as the witness. I acknowledge that, should I engage in any activity constituting sexual abuse, sexual misconduct or sexual harassment of any inmate, I will be subject to discipline up to and including termination.

NO EMPLOYEE MAY RETALIATE AGAINST YOU IN ANY WAY FOR MAKING A COMPLAINT REGARDING ANY VIOLATION OF THESE RULES.

PRINT Name and Department

Signature

DATE

PRINT Supervisor’s Name and Department

Supervisor Signature

DATE

“PLEASE KEEP A COPY OF THE RULES/ACKNOWLEDGEMENT FORM FOR YOUR RECORDS”
Table: Approvals for Contract Term Extension

<table>
<thead>
<tr>
<th>Section I</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Agreement Number:</td>
<td>CW2234972</td>
</tr>
<tr>
<td>Contractor/Consultant:</td>
<td>OD Security North America LLC</td>
</tr>
<tr>
<td>Current Contract Start Date:</td>
<td>4/7/2020</td>
</tr>
<tr>
<td>Current Contract End Date:</td>
<td>4/6/2026</td>
</tr>
<tr>
<td>Total Current Value of the Service Agreement:</td>
<td>$1,300,000.00</td>
</tr>
<tr>
<td>Budget Unit #:</td>
<td>230</td>
</tr>
<tr>
<td>Description of Service:</td>
<td>Full-Body Scanner, Implementation and Service Maintenance and Support</td>
</tr>
<tr>
<td>User Agency/Department(s):</td>
<td>Office of the Sheriff</td>
</tr>
<tr>
<td>Requesting Agency/Department Contract Manager/Coordinator</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Captain Mark Padget</td>
</tr>
<tr>
<td>Phone:</td>
<td>408-957-5303</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Mark.Padget@shf.sccgov.org">Mark.Padget@shf.sccgov.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section II</th>
<th></th>
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<tbody>
<tr>
<td>Recommended # of Months Extension:</td>
<td>0</td>
</tr>
<tr>
<td>Recommended End Date:</td>
<td>4/6/2026</td>
</tr>
<tr>
<td>Recommended Additional Amount:</td>
<td>$0</td>
</tr>
<tr>
<td>Recommended Total Value of the Service Agreement:</td>
<td>$1,300,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section III</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark appropriate box for Contract’s Signature Authority</td>
<td></td>
</tr>
<tr>
<td>Board of Supervisors</td>
<td>☐</td>
</tr>
<tr>
<td>Delegated to Department Head or designee</td>
<td>☐</td>
</tr>
<tr>
<td>Director of Procurement</td>
<td>☐</td>
</tr>
</tbody>
</table>
## SECTION IV

Pursuant to Board Policy 5.4.5.4, **EXCEPTIONS** to the maximum 5-year term limit for Professional Services are listed below. Select the appropriate exception(s).

<table>
<thead>
<tr>
<th></th>
<th>Exception Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant).</td>
</tr>
<tr>
<td>2</td>
<td>When the County “piggybacks” on another jurisdiction’s contract that is more than five years or that is subsequently extended for more than the initial five-year term.</td>
</tr>
<tr>
<td>3</td>
<td>When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below.</td>
</tr>
<tr>
<td>4</td>
<td>Contracts for goods, which includes equipment, that have a lifespan that exceeds five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years</td>
</tr>
<tr>
<td>5</td>
<td>Contracts for technology software or hardware that have a lifespan exceeding five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years</td>
</tr>
<tr>
<td>6</td>
<td>Proprietary maintenance contracts.</td>
</tr>
<tr>
<td>7</td>
<td>Contracts for project-specific professional services where the length of the project is expected to exceed five years.</td>
</tr>
<tr>
<td>8</td>
<td>Revenue contracts.</td>
</tr>
<tr>
<td>9</td>
<td>Contracts with other governmental entities.</td>
</tr>
<tr>
<td>10</td>
<td>When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. For example, an Agency/Department is able to demonstrate that the financial and/or programmatic impact on the County would be significant if the contract term does not exceed the maximum 5-year term requirement [Specific rationale must be provided in Section V, below].</td>
</tr>
</tbody>
</table>

## SECTION IV continued

Provide BRIEF but CONCISE details to validate the EXCEPTION(S) selected above

On December 21, 2018, a Request for Proposal, RFP-PRC-FY19-00152 was issued by the Procurement Department to purchase initial 8 to maximum 13 Body Scanners for Contraband Detection for the Sheriff's Office.

The RFP was set with an intent of having a 5-year initial term for a resulting Agreement with an option to extend for another 5 years.

Procurement proceed to negotiate with the awardee among the items negotiated is the term of the Agreement. Procurement successfully negotiated as value add for an additional 6th year maintenance at no cost for services and support warranty. Total savings for the 6th year is at $113,750.00. This is a value that benefits the County. Procurement is seeking to memorialize. This benefits the County to have an initial 6-year term with the County's sole option to extend for an additional 6 years. Equipment warranty, technical services and preventive services will be provided to the County at no cost.
If relying upon Exception (10), the OCCM or the Director of Procurement, as applicable, has discretion to approve a contract term for more than five years. Provide a narrative explanation below:

A. BACKGROUND (Describe the good or service procured)

On December 21, 2018, a Request for Proposal, RFP-PRC-FY19-00152 was issued by the Procurement Department to purchase 13 Body Scanners for Contraband Detection for the Sheriff’s Office.

Full-body scanners will be housed in three County Facilities: the Main Jail complex in San Jose for male inmates; the Elmwood Correctional complex in Milpitas for male inmates and a separate facility at Elmwood for the female inmates.

This will be the first time the County will be purchasing and installing body scanners in the jail system. Other county location may be targeted.

B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)

N/A. This is a brand new agreement.
C. REASONS FOR CONTRACT TERM EXTENSION

The County would like to take advantage of "value add" services negotiated.

This is a capital investment for the County that will provide years of use. This is the type of equipment that is not typically refreshed within a few years. Approximate life-span is 10 years. A longer contract is typically put in place for this type of investment.

D. RECOMMENDATION PLAN TO CURE ISSUE(S) (If applicable)

N/A
**SECTION VII**

**Decision and Required Steps Following Decision (to be completed by OCCM or Procurement)**

<table>
<thead>
<tr>
<th>Decision</th>
<th>Required Steps</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved</td>
<td>Attach to Legislative File</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attach to Delegation of Authority Coversheet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attach to Service Agreement Checklist</td>
<td></td>
</tr>
<tr>
<td>Approved with Conditions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Returned for Possible Reconsideration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Denied</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION VIII**

**Office of Countywide Contracting Management/Procurement Department Signature**

Andrew Zawoyski  
Director, OCCM  
Date: 2/5/2020

Revision Date: August 2019
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey D Draper, Director, Facilities and Fleet
       Doug Feliciano, Facilities Security Director
SUBJECT: Augment and Award Contract for Video Surveillance Upgrade Projects

RECOMMENDED ACTION

Held from February 25, 2020 (Item No. 71): Consider recommendations relating to Fiscal Year 2019-2020 Video Surveillance Upgrades (Project No. 263-CP20009). (Facilities and Fleet Department)

Possible action:

a. Receive Surveillance Impact Reports for Surveillance Cameras at Civic Center (70 West Hedding St, San Jose), Sheriff's Headquarters (50 West Younger Ave, San Jose), Sheriff's West Valley Division (1601 South De Anza Blvd, Cupertino), and County Communications (2700 Carol Drive, San Jose).

b. Approve the acquisition of new surveillance cameras for Civic Center, Sheriff's Headquarters, Sheriff's West Valley Division, and County Communications.

c. Adopt finding that the benefits of the surveillance technology outweigh the costs pursuant to Section A40-4 of the Santa Clara County Ordinance Code.

d. Approve the existing Surveillance Use Policies for the new surveillance cameras at Civic Center, Sheriff’s Headquarters, Sheriff’s West Valley Division, and County Communications.

e. Approve Request for Appropriation Modification No. 161 - $2,656,421 transferring funds within the Facilities and Fleet Department budget relating to Security Management Project 263-SM20009 "FY20 Video Surveillance Upgrades."

f. Award Contract to CelPlan Technologies, Inc., in the amount of $1,617,028 for projects SM19003, SM19005, SM19007, and SM19008 with a construction time of 300 calendar days.
g. Approve encumbrance of $181,500 as an allowance for the project at Medical Examiner/Coroner (MEC) Office (SM19004), which will be issued as a change order after the Video Camera policy for the MEC Office is approved.

h. Approve encumbrance of $350,000 as Supplemental Work Allowance for a total encumbered amount of $2,148,528.

i. Authorize the County Executive, or designee, as the Owner's Authorized Representative, with authority to issue Change Orders, as necessary, consistent with Public Contract Code section 20142.

j. Ratify Addendum to Bid Documents Nos. 1 through 5 which modified or clarified the Bid Documents in response to contractor questions.

**FISCAL IMPLICATIONS**

Funding for the project is available within existing projects as follows.

The following Security Projects are being combined for efficiency:

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>TRANSFER AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>263-SM19003</td>
<td>Sheriff West Valley Command CCTV Install</td>
<td>$100,000</td>
</tr>
<tr>
<td>263-SM19004</td>
<td>MEC CCTV Install</td>
<td>190,000</td>
</tr>
<tr>
<td>263-SM19005</td>
<td>County Communications CCTV Install</td>
<td>90,000</td>
</tr>
<tr>
<td>263-SM19007</td>
<td>Government Center CCTV install</td>
<td>1,250,000</td>
</tr>
<tr>
<td>263-SM19008</td>
<td>Sheriff’s Headquarters CCTV install</td>
<td>300,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$1,930,000</strong></td>
</tr>
</tbody>
</table>

The following Security Projects have available funds that will be used for the project augmentation:

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>TRANSFER AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>263-SM19001</td>
<td>East Wing Dais Security Panels</td>
<td>$42,721</td>
</tr>
<tr>
<td>263-SM20003</td>
<td>SSA CCTV Install</td>
<td>397,000</td>
</tr>
<tr>
<td>263-SM20008</td>
<td>Facilities Security Miscellaneous Small Projects</td>
<td>55,000</td>
</tr>
<tr>
<td>263-SM20005</td>
<td>Sheriff’s West Valley Fortifications</td>
<td>231,700</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$726,421</strong></td>
</tr>
</tbody>
</table>

**REASONS FOR RECOMMENDATION**

Benefits Outweigh Costs and Concerns
The surveillance system enables facilities at Civic Center, Sheriff's Headquarters, Sheriff's West Valley Division, and County Communications to operate with significantly fewer protective services personnel than would be physically required to monitor the identified areas. In addition, having a working system will help deter illegal activities.

The implementation and use of surveillance cameras will not pose a risk to civil liberties, as cameras will not be mounted in sensitive areas such as staff workspaces, restrooms, shower areas, or anywhere where there is a reasonable expectation of privacy. These systems are not intended, nor are they designed, for facial recognition, workforce oversight, license plate recognition, or any other intrusive or excessive purpose that could be considered a privacy violation.

The surveillance system will help protective services personnel to effectively, efficiently, and proactively monitor the site to maintain safe and secure environments for clients, visitors, and staff as well as County equipment, vehicles, and facilities.

Appropriation Modification

The total project cost is estimated to be $2,656,421 based on bids received, the Supplemental Work Allowance (SWA), construction management expenses, and other project soft costs. As indicated above, an appropriation modification is needed to combine and reallocate funds from a number of security projects to this one combined project effort.

Award Contract

On December 10, 2019, Item 91, the Board of Supervisors (Board) approved the contract documents and authorized advertisement for an invitation to bid for the Video Surveillance Upgrade Projects from three pre-qualified contractors. Two firms responded with bids by the submission deadline of January 16, 2020, as shown in the table below:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CelPlan Technologies, Inc. (CelPlan)</td>
<td>$1,798,528</td>
</tr>
<tr>
<td>2 Cornerstone Detention Products, Inc.</td>
<td>$1,896,977</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$1,600,000</td>
</tr>
</tbody>
</table>

Based on the bids received, FAF determined CelPlan Technologies Inc. to be the lowest responsive and responsible bidder and should therefore be awarded the contract.

CelPlan’s bid of $1,798,528 consists of work on five projects, but since the Surveillance Policy for the video cameras at the MEC Office has not yet been approved FAF recommends awarding a $1,617,028 contract to them for work on the four projects (SM19003, SM19005, SM19007, and SM19008) that are ready to begin now. FAF also recommends approving an encumbrance of $181,500 for project SM19004 as an allowance, which will be awarded as a change order after the Surveillance Policy for the MEC Office is approved.
SWA

Because the work will occur in five existing and occupied buildings there is a greater risk of encountering unforeseen conditions. FAF therefore recommends establishing an SWA of $336,920.

Designation and Authority

Designating the County Executive, or their designee, as the Owner’s Representative with the authority to issue change orders, as necessary, will streamline project management and minimize administrative delays and costs to the County.

Ratify Addenda

Five Addenda were issued during the bid period to address bidders’ questions. They incorporate revisions to drawings and specifications to provide a wide range of clarifications to various tasks.

FAF recommends that the five addenda be ratified by the Board to formally incorporate it into the bid documents. This addendum and the contract documents are on file and available for review in the Clerk of the Board’s Office.

CHILD IMPACT

This action has a positive impact on the Every Child Safe indicator. Installation of video surveillance in the Government Center, Sheriff's Headquarters, Sheriff West Valley Command, MEC, and County Communication Facilities will improve the safety and security for children or youth who receive services in these facilities.

SENIOR IMPACT

This action has positive impacts on seniors. Installation of video surveillance in the Government Center, Sheriff's Headquarters, Sheriff West Valley Command, MEC, and County Communication Facilities will improve the safety and security for seniors who receive services in these facilities.

SUSTAINABILITY IMPLICATIONS

This action will have no/neutral sustainability implications.

BACKGROUND

The advertisement of the pre-qualification package for the Video Surveillance Upgrade Projects was approved by the Board on October 8, 2019 (Item 78). The following three firms were prequalified to submit bids.

- Cornerstone Detention Products, Inc.
- CelPlan Technologies, Inc.
- Trofholz Technologies, Inc.
The Project consists of upgrading, replacing, or adding Video Surveillance Systems at the following locations:

- Civic Center (70 West Hedding, San Jose, CA 95110)
- Sheriff’s Headquarters (50 West Younger, San Jose, CA 95110)
- Sheriff’s West Valley Division (1601 South De Anza Blvd, Cupertino, CA 95014)
- Medical Examiner/Coroner Office (850 Thornton Way, San Jose, CA 95128)
- County Communications (2700 Carol Drive, San Jose, CA 95125)

**CONSEQUENCES OF NEGATIVE ACTION**

The Surveillance Impact Reports would not be received, the Surveillance Policies and the Appropriation Modification would not be approved, and the Contract would not be awarded at this time.

**STEPS FOLLOWING APPROVAL**

Assign a Contract Number immediately upon approval and notify Sherry Ferguson, Jingna Zhang, Aman Grewal, and Roger Soohoo of FAF.
ATTACHMENTS:

- ADDENDUM 1 - ITB-FAF-FY20-0119 Video Surveillance Upgrade - PREBID CONFERENCE (PDF)
- ADDENDUM 2 - ITB-FAF-FY20-0119 Video Surveillance Upgrade - Project Narrative and Site Plans (PDF)
- ADDENDUM 3 - ITB-FAF-FY20-0119 Video Surveillance Upgrade - Doc 00 52 00 (PDF)
- ADDENDUM 4 - ITB-FAF-FY20-0119 Video Surveillance Upgrade - Due Date Extension (PDF)
- ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP2 Civic Center(PDF)
- ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP3 Sheriff HQ (PDF)
- ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP5 Sheriff West Valley Div (PDF)
- ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP8 County Communications (PDF)
- ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade (PDF)
- F85 #161 (PDF)
- County Comm - Video Cameras Used for Facility Security. APPROVED (PDF)
- County Government Center Security Camera Guidelines 062315 (PDF)
- Office of the Sheriff - Digital Cameras and Video Surveillance Use Policy - Approved (PDF)
- County Comm CCTV 2020 Anticipated Impact Report (DOCX)
- Govt Center CCTV 2020 Anticipated Impact Report (DOCX)
- Sheriff's Office CCTV 2020 Anticipated Impact Report (DOCX)
ADDENDUM 1

ITB-FAF-FY19-0119
Surveillance Upgrade Project

The following revisions, additions, or corrections are made a part of ITB-FAF-FY20-0119 for the project named above.

1. DOCUMENT 00 11 00 NOTICE TO BIDDERS, ARTICLE 2, Section 2.07 PRE-BID CONFERENCE is hereby revised as follow:

2.07 PRE-BID CONFERENCE
.A. A mandatory Pre-Bid Conference/site visit will be held on December 17 at 10 AM at the reception area in the office of the Clerk of the Board of Supervisors, 10th Floor, East Wing of the County Government Center, 70 West Hedding Street, San Jose, CA, 95110.

All other terms and conditions of ITB-FAF-FY20-0119 remain unchanged.
ADDENDUM 3

ITB-FAF-FY19-0119
Surveillance Upgrade Project

The following revisions, additions, or corrections are made a part of ITB-FAF-FY20-0119 for the project named above.

1. Delete Document 00 52 00 in it entirety and replaced with Document 00 52 00.V1, Agreement which is attached hereto and become a part of ITB-FAF-FY20-0119:

All other terms and conditions of ITB-FAF-FY20-0119 remain unchanged.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith
THIS AGREEMENT ("Agreement") is dated this _______ day of _____________, 20___ ("Contract Date"), and is by and between the County of Santa Clara, ("Owner") and [Insert Contractor's Name] ("Contractor"), whose place of business is located at [Insert Contractor’s Address].

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Owner and Contractor agree as follows:

ARTICLE 1 — SCOPE OF WORK

1.01 County has awarded to Contractor the Contract for Construction of the Project known and described as:

   .A Project Name: Surveillance Upgrade Project
   .B Project Number: 263-SM19003, 19004, 19005, 19007, & 19008

1.02 Contractor shall perform and complete all Work specified or indicated in the Contract Documents, including without limitation, all materials, equipment, tools and labor necessary or reasonably inferable as necessary to complete the Work, or any phase of the Work, in accordance with the terms of the Contract Documents.

1.03 The Work includes compliance with all Codes and Laws and the requirements of the County’s Mandatory Policy Provisions stated below.

ARTICLE 2 — CONTRACT SUM

2.01 Owner shall pay Contractor as the “Contract Sum” for completion of Work in accordance with the Contract Documents, [Note to specifier, use one of the following:]

   .A [The total sum of $______ or
   .B [The amounts specified by Contractor on the Bid Form as follows: [Insert award sums, unit prices, or tables].
   .C [If a unit price contract, consider using separate tables or Contractor’s Bid.]

2.02 The Contract Documents define the composition and all-inclusive scope of the Contract Sum.

ARTICLE 3 — CONTRACT DOCUMENTS

3.01 The Contract Documents include the following Documents, Specifications and Drawings, generally described and referenced on Document 00 01 10 (Table of Contents):

   .A Division 00 of this Project Manual (excluding only Document Series 00 20 00 and Document Series 00 30 00);
   .B All Specifications (Divisions 01 through 48 or above if applicable) (no exclusions);
   .C All Drawings [Note to specifier -- provide title or drawing list of reference, if any materials are information only, please so identify or indicate the drawings will so identify];
   .D All Addenda issued to the above documents issued prior to Bid; and,
.E Any other document(s) specifically incorporated by reference into any of the foregoing Contract Documents that show the Work performed or to be performed by Contractor for the Contract Sum

3.02 There are no Contract Documents other than those listed in this Document 00 52 00. After execution of this Agreement, the Contract Documents may only be amended, modified or supplemented as provided in the Contract Documents.

3.03 Documents contained in the Project Manual within Series 00 20 00 (Solicitation) which provide procedures for bidding, and Documents within Series 00 30 00 (Available Information) which provide information on existing conditions, are Bidding Documents only and are not Contract Documents. For example, Document 01 21 13 (Instructions to Bidders) and Document 00 31 00 (Available Project Information) are not Contract Documents.

ARTICLE 4 — FORMATION OF CONTRACT

4.01 Formation of a contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of all required bonds, insurance, certifications, documents and all other materials required by the Instructions to Bidders to the satisfaction of Owner; and (3) execution of this Agreement by Owner. No contract is formed until these three elements have been accomplished as indicated by Owner's execution of Agreement and delivery to Contractor of a mutually signed Agreement.

ARTICLE 5 — CONTRACT TIME; LIQUIDATED DAMAGES

5.01 Contract Times

.A Following formation of the Contract, Owner’s Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time (Commencement Date).

.B Contractor shall achieve Substantial Completion of the entire Work no later than [270] Days from the Commencement Date.

.C Contractor shall achieve Final Completion of the entire Work no later than [300] Days from the Commencement Date.

.D Interim Milestones (if any). No Later than _________ Days from the Commencement Date, Contractor shall achieve Substantial Completion of Interim Milestones:

   i. Interim Milestone: ________________.

   ii. Interim Milestone: ________________.

   iii. Interim Milestone: ________________.

.E Article 9 of Document 00 72 00 (General Conditions) provides references and procedures to achieve Substantial Completion and Final Completion.

5.02 Liquidated Damages

.A All time limits for Milestones, if any, Substantial Completion, and Final Completion (collectively, the Contract Times), are of the essence of the Contract.
.B Owner and Contractor recognize and agree Owner will suffer financial loss if the Work is not completed within the Contract Times specified, taking into account any extensions thereof allowed in accordance with the Contract Documents.

.C Consistent with terms, conditions, stipulations and limitations in Document 00 72 00 (General Conditions) regarding liquidated damages, Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any phase or subproject, Owner and Contractor agree that Contractor shall pay Owner as liquidated damages the amounts provided below.

.1 As liquidated damages for delay Contractor shall pay to Owner three thousand dollars ($3,000) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

.2 As liquidated damages for delay Contractor shall pay to Owner three thousand dollars ($3,000) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

.D Measures of liquidated damages shall apply cumulatively. Limitations, definitions and stipulations regarding liquidated damages are set forth in Document 00 72 00 (General Conditions).

ARTICLE 6 ― WORKERS' COMPENSATION

6.01 By my signature hereunder, as Contractor, I certify and represent that I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 7 — CONTRACTOR'S LICENSE AND DIR REGISTRATION

7.01 Contractors and Subcontractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractor's State License Board at 1020 "N" Street, Sacramento, CA 95814. Contractor shall comply and cause its Subcontractors to comply with all requirements of the Contractor's License Law at all times applicable to the Work of the Contract.

7.02 No Contractor or Subcontractor may perform work on the Project without being registered with the Department of Industrial Relations (DIR). Contractor represents and warrants that it is registered with the DIR. Contractor shall maintain its registration with the DIR throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on the Bid proposal for the Project is registered with the DIR at the time the Subcontractor performs work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence work, Contractor shall require the Subcontractor to register and may not permit the Subcontractor to commence work until the Subcontractor’s registration is complete.

.A Contractor's DIR Registration Number: ____________________

ARTICLE 8 – COUNTY'S MANDATORY POLICY PROVISIONS

8.01 Equal Opportunity/Nondiscrimination
Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

8.02 Beverage Nutritional Criteria
Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events. If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving. If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

8.03 No Smoking
Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

8.04 Wage Theft Prevention
(1) Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, must comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor...
Standards Act, the California Labor Code, and any local Minimum Wage Ordinance or Living Wage Ordinance.

(2) Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, a local enforcement agency, or any other government entity tasked with the investigation and enforcement of wage and hour laws.

(3) Prior Judgments against Contractor and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING—IN THE FIVE YEARS PRIOR TO EXECUTING THIS AGREEMENT—that CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH—OR HAS REACHED AGREEMENT WITH THE COUNTY REGARDING THE MANNER IN WHICH IT WILL SATISFY—ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

(4) Judgments During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor must inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM), no more than 15 days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the Office of the County Executive-OCCM with documentary evidence of compliance with the final judgment, decision, or order within 5 days of satisfying the final judgment, decision, or order. The County reserves the right to require Contractor to enter into an agreement with the County regarding the manner in which any such final judgment, decision, or order will be satisfied.

(5) County’s Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the County reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

(6) Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for termination of this Agreement and/or any other remedies available under this Agreement and/or law.

(7) Notice to County Related to Wage Theft Prevention: Notice provided to the Office of the County Executive as required under this Section shall be addressed to: Office of the County Executive—OCCM; 70 West Hedding Street; East Wing, 11th Floor; San José, CA 95110. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

8.05 Living Wage.

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their Subcontractors, where the contract value is $100,000 or more, must comply with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hirelings, protection form
retaliation, and labor peace. If Contactor and/or a Subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions, including, but not limited to, the following: (a) suspend, modify, or terminate the Direct Services Contract; (b) require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County; (c) waive all or part of Division B36 or the Living Wage Policy. This provision shall not be construed to limit an employee’s rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking cancellation or suspension of a County contract. By entering into this contract, Contactor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts. Nothing in this section is intended to be contrary to prevailing wage laws – and to the extent there is conflict, State prevailing wage laws shall govern and control this Contract.

8.06 Conflicts of Interest.

Contractor shall comply, and require its Subcontractors to comply, with all applicable (i) requirements governing impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations, including without limitation, California Government Code section 1090 et seq., the California Political Reform Act (California Government Code section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by Owner.

In accepting this Agreement, Contactor covenants and represents that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contactor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contactor, including but not limited to Contactor’s employees and Subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contactor shall, upon execution of this Agreement, provide the Owner with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contactor’s employees, agents and subcontractors, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of Contactor’s service to the Owner under this Agreement. Contactor shall immediately notify the Owner of the names and email addresses of any additional individuals later assigned to provide such service to the Owner under this Agreement in such a capacity. Contactor shall immediately notify the Owner of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the Owner.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contactor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this
ARTICLE 9 – MISCELLANEOUS

9.01 Terms and abbreviations used in this Agreement are defined in Document 00 71 00 (Contracting Definitions) and Document 00 72 00 (General Conditions) and will have the meaning indicated therein. Prior to executing this Agreement, Contractor has performed all required pre-construction investigations required and described in the Bidding Documents and the Contract Documents, including without limitation, Document 00 21 13 (Instructions to Bidders) and Document 00 73 10 (Site Conditions).

9.02 All notices or demands to Owner or Contractor under the Contract Documents shall be in writing and directed to the other at the respective addresses identified under each party’s signatures below, or by hand delivery or to such other person(s) and address(es) as a party shall provide to another. Except as otherwise expressly provided herein, notices shall be dispatched by facsimile transmission, overnight delivery by reputable courier service and/or U.S. mail. Except as otherwise expressly provided herein, notices dispatched by facsimile or overnight delivery shall be deemed received on the business day following dispatch. Notices dispatched by U.S. mail shall be deemed received on the third business day following dispatch. Email transmission of PDF images shall be effective upon express acknowledgement of receipt by the Authorized Representative of the receiving party.

9.03 In order to induce Owner to enter into this Agreement, Contractor represents and warrants that at all time applicable to the performance of the Work of the Contract Documents, including submission of its Bid and execution of this Agreement, that the following is true and will remain true: Contractor is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors having all required licenses and certifications to perform the Work; that Contractor is duly qualified to conduct business in the State of California; that Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

9.04 Contractor shall not assign any portion of Contractor’s responsibilities under the Contract Documents without Owner’s express written consent.

9.05 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

9.06 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and
it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

9.07 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner’s Office, and shall be made available to any interested party on request. Pursuant to California Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

9.08 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Santa Clara.

9.09 In entering into this Agreement, Contractor warrants and represents that it and all Subcontractors were registered all with the Department of Industrial Relations when the Project was bid, and shall remain so registered through Completion. Failure to comply with this provision is material breach of this Agreement.

9.10 Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the (Day) day of (Month), (Year).

CONTRACTOR:

Signature: ________________________ Contractor's License No. (NUMBER)

Printed Name: (Printed Name)______ License Class: (Class)

Title: (Title) ____________________ License Expiration Date: (Date)

Address: (Address, Street, City, Zip)

If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.

COUNTY OF SANTA CLARA: Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

00 52 00-8

Surveillance Upgrade Project
263-SM19003, 19004, 19005, 19007, & 19008
ATTEST:

S. Joseph Simitian
President of the Board of Supervisors

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY

Sara J. Ponzio, Deputy County Counsel

END OF DOCUMENT 00 52 00
ADDENDUM 4

ITB-FAF-FY19-0119
Surveillance Upgrade Project

The following revisions, additions, or corrections are made a part of ITB-FAF-FY20-0119 for the project named above.

1. Due Date is hereby extended through January 16, 2019:

"NOTICE IS HEREBY GIVEN that sealed Bids will be accepted by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California, in the office of the Clerk of the Board of Supervisors, 10th Floor, East Wing of the County Government Center, 70 West Hedding Street, San Jose, CA, 95110 no later than 2:00 PM, on January 16, 2020 for Surveillance Upgrade Project, in accordance with Bid Documents on file for the Work in the Office of the Clerk of the Board of Supervisors."

All other terms and conditions of ITB-FAF-FY20-0119 remain unchanged.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith
1. ALL WORK SHALL BE INSPECTED AND APPROVED BEFORE COVER-UP.

2. THESE DRAWINGS PROVIDE SUPPLEMENTARY INFORMATION TO THE CONSTRUCTION DOCUMENTS. ALL WORK SHOWN ON THE DRAWINGS IS SUBJECT TO REVISION OR AMENDMENT WITHOUT FURTHER WRITTEN AUTHORIZATION.

3. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES AND WITH THE OWNER TO AVOID INTERFERENCE AND TO MAXIMIZE ACCESSIBILITY AND UTILIZATION OF THE SPACE AT NO ADDITIONAL COST TO THE OWNER.

4. UNLESS OTHERWISE NOTED, CONDUIT TUBING IS TO BE PROVIDED TO THE OWNER BY THE CONTRACTOR. FOR ADDITIONAL COST TO THE OWNER.

5. ANY COSTS TO INSTALL WATER HEATING SYSTEMS ARE ENCLOSED WITH AN APPROVED ENCLOSURE CARRYING THE SAME FIRE BOXES INSTALLED IN LOCATIONS THAT ARE NOT DESIGNATED FOR THE INSTALLATION OF THE WATER HEATING SYSTEMS.

6. THE ADJACENT SURFACE. WHEN HOLES REMAINED ON CEILING TILES, OPENINGS IN CONCRETE WALLS OR FLOORS SHALL BE UL APPROVED.

7. SHORT CIRCUIT, OR TYPE OF SYSTEM OR COMMUNICATIONS SYSTEM.

8.壯® Chunking, Saw Cutting, Chiseling, and Raising of Existing Equipment and Furniture Within Same Rooms Prior to Core Removal. Verify Rebar Locations Prior to Core Cutting. Openings in Concrete Walls or Floors Shall Be Openings in Existing Walls or Ceilings Shall Be UL Approved.

9. All Construction Plans and Elevations controlling the Location of All Devices and Equipment Shall Be Gregory C. Albright, 1st Floor - West Wing Building.

10. Security Systems shall be available on the project site at all times.

11. Security Footnotes or Footnotes And Security Footnotes Are Also Shown.

12. All Construction Plans and Elevations controlling the Location of All Devices and Equipment Shall Be Approved As Necessary For Command and Control Operations and To Provide A Max Appearance.

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80. All Construction Plans and Elevations controlling the Location of All Devices and Equipment Shall Be Approved As Necessary For Command and Control Operations and To Provide A Max Appearance.

81. Security System Footnotes or Footnotes And Security Footnotes Are Also Shown.

82. All Construction Plans and Elevations controlling the Location of All Devices and Equipment Shall Be Approved As Necessary For Command and Control Operations and To Provide A Max Appearance.

83. Security System Footnotes or Footnotes And Security Footnotes Are Also Shown.

84. All Construction Plans and Elevations controlling the Location of All Devices and Equipment Shall Be Approved As Necessary For Command and Control Operations and To Provide A Max Appearance.

85. Security System Footnotes or Footnotes And Security Footnotes Are Also Shown.
ADDENDUM 5

1 TELE/DATA ROOM 273 - ENLARGED ROOM LAYOUT

ELEVATION C

REV: C

EXISTING VSS EQUIPMENT AND REPLACE WITH NEW

RACK B

DOOR

TYPICAL

AMS ENGINEERS, INC
Security and Electrical
1330 N. Basie
Fremont, CA 94539

Project Name:
SANTA CLARA COUNTY
FACILITIES SECURITY CAPITAL
PROJECTS 2019-2020
SHERIFF HEADQUARTER

Project #:
265-0015836

Director of Public Works
City of Sunnyvale
145 N. Kiely Blvd.
Sunnyvale, CA 94086

Approved by:
S. Dufay

Acknowledged by:
C. Core

Date:
11-01-2019

Scale:
1:100

Drawing No.:
TY402

ENLARGED ROOM LAYOUTS AND ELEVATIONS

Issued Date: 11-01-2019

Drawn By: L. Dufay

Checked By: C. Core

Scale: 1:100

Drawing No.: TY402

Issued Date: 11-01-2019

Drawing Number: TY402
## Camera Schedule

<table>
<thead>
<tr>
<th>Camera #</th>
<th>Type</th>
<th>Detail</th>
<th>Height</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>Ceiling</td>
<td>1650</td>
<td>Mount directly below bottom of window.</td>
</tr>
<tr>
<td>2</td>
<td>4</td>
<td>Ceiling</td>
<td>2700</td>
<td>Mount directly below window.</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>Ceiling</td>
<td>2700</td>
<td>Mount directly below window.</td>
</tr>
<tr>
<td>4</td>
<td>7</td>
<td>LED TV</td>
<td>2700</td>
<td>Mount directly below window.</td>
</tr>
<tr>
<td>5</td>
<td>7</td>
<td>LED TV</td>
<td>2700</td>
<td>Mount directly below window.</td>
</tr>
<tr>
<td>6</td>
<td>7</td>
<td>LED TV</td>
<td>2700</td>
<td>Mount directly below window.</td>
</tr>
<tr>
<td>7</td>
<td>7</td>
<td>LED TV</td>
<td>2700</td>
<td>Mount directly below window.</td>
</tr>
</tbody>
</table>

**Packet Pg. 500**

Attachment: ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP3 Sheriff HQ (100820: Augment and Award Contract for Video Surveillance Upgrade Projects)
### Camera Schedule

<table>
<thead>
<tr>
<th>Camera #</th>
<th>Type</th>
<th>Detail</th>
<th>Height</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>2.10</td>
<td>12'7&quot;</td>
<td>121</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>2.10</td>
<td>12'7&quot;</td>
<td>121</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>F</td>
<td>12'7&quot;</td>
<td>121</td>
</tr>
<tr>
<td>4</td>
<td>3</td>
<td>5</td>
<td>CEILING</td>
<td>CONEAL CONDUIT</td>
</tr>
<tr>
<td>5</td>
<td>7</td>
<td>0</td>
<td>CEILING</td>
<td>121</td>
</tr>
<tr>
<td>6</td>
<td>1</td>
<td>0</td>
<td>CEILING</td>
<td>121</td>
</tr>
</tbody>
</table>

**Attachment:** ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP5 Sheriff West Valley Div.

**Project Name:** SANTA CLARA COUNTY FACILITIES SECURITY CAPITAL PROJECTS 2016-2020 - SHERIFF WEST VALLEY DIVISION

**Project No.:** 262319/1/8530
## CAMERA SCHEDULE

<table>
<thead>
<tr>
<th>Camera #</th>
<th>Type</th>
<th>Detail</th>
<th>Height</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ADDENDUM 5

Attachment: ADDENDUM 5 - ITB-FAF-FY20-0119 Video Surveillance Upgrade 191230 - SSCP8 County Communications (100820 : Augment and Award Contract for Video Surveillance Upgrade Projects)

---

**CAMERA SCHEDULE**

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**Packet Pg. 514**

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**TY502**
ADDENDUM 5

ITB-FAF-FY19-0119
Surveillance Upgrade Project

The following revisions, additions, or corrections are made a part of ITB-FAF-FY20-0119 for the project named above.

1. The following documents are hereby deleted in its entirety and replaced with the updated document as attached hereto and become a part of the Project Manual:

<table>
<thead>
<tr>
<th>Old Document</th>
<th>New Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>200107 - 28 05 00 - Common Work Results (page 28)</td>
<td>200107 - 28 05 00 - Common Work Results - Addendum 5</td>
</tr>
<tr>
<td>191230 -28 05 03 - Sheriff Headquarters Site</td>
<td>191230 - 28 05 03 - Sheriff Headquarters Site -Addendum 5</td>
</tr>
<tr>
<td>200107 - 28 23 00 - Video Surveillance System (VSS) (page 6)</td>
<td>200107 - 28 23 00 - Video Surveillance System (VSS) - Addendum 5</td>
</tr>
<tr>
<td>191230 - SSCP2 Civic Center</td>
<td>191230 - SSCP2 Civic Center - Addendum 5</td>
</tr>
<tr>
<td>191230 - SSCP3 Sheriff HQ</td>
<td>191230 - SSCP3 Sheriff HQ - Addendum 5</td>
</tr>
<tr>
<td>191230 - SSCP5 Sheriff West Valley Div</td>
<td>191230 - SSCP5 Sheriff West Valley Div - Addendum 5</td>
</tr>
<tr>
<td>191230 - SSCP8 County Communications</td>
<td>191230 - SSCP8 County Communications - Addendum 5</td>
</tr>
</tbody>
</table>

2. The following are responses to Requests for Information:

<table>
<thead>
<tr>
<th>Question #</th>
<th>DESCRIPTION</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>We question the accuracy of the plan scaling. There are several of these with 1”=30’ identified scale (ex: TY201-208 @ Civic Center) that appear to be incorrect. Please advice (Submitted: Dec 21, 2019 11:41:07 AM PST)</td>
<td>CORRECTIONS TO BE MADE TO DRAWINGS AND REISSUED AS ADDENDA.</td>
</tr>
<tr>
<td>7</td>
<td>Plan page TY502 for the Civic Center shows camera #45 as an alternate. Plan page TY203E also has note keynote #2 which also appears to indicate an alternate. The bid form does currently reflect. Please advise. (Submitted: Dec 22, 2019 12:15:23 PM PST)</td>
<td>REQUIREMENTS FOR AN ADD ALTERNATE TO BE REMOVED. CAMERA 45 TO BE PART OF BASE BID CONTRACT.</td>
</tr>
</tbody>
</table>
Plan page TY401, detail 1, for the Civic Center shows one (1) existing monitor and two (2) keyboard-mouse. Please advise what is to occur with these items. (Submitted: Dec 23, 2019 6:13:39 AM PST)

EXISTING (E) WORKSTATIONS TO REMAIN IN PLACE. CLARIFICATIONS TO BE MADE TO DRAWINGS AND REISSUED AS ADDENDA.

Plan page TY401, detail 1B for the Civic Center shows an option 2nd display but this does not appear to be addressed in the documents as to what is to occur with this item. Please advise. (Submitted: Dec 23, 2019 6:16:12 AM PST)

FUTURE SECOND DISPLAY ONLY, N.I.C. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA.

Plan page TY301, detail 1 for the Civic Center shows a Bosch VSS workstation. Is this an error? (Submitted: Dec 23, 2019 6:59:15 AM PST)

CORRECT. VSS WORKSTATION NOT BOSCH. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA.

Plan page TY001 legend for the Civic Center shows an intercom station with camera yet we do not see a camera identified on the schedule for the intercom. Please advise. (Submitted: Dec 23, 2019 7:27:37 AM PST)

INTERCOM CAMERA DOES NOT CONNECT TO VSS, IT IS STANDALONE WITH INTERCOM SYSTEM. CAMERA IS NOT ON VSS CAMERA SCHEDULE.

Plan page TY502, camera schedule for the Civic Center shows cameras #11 and #12 as mounting detail #3, which is a "low parapet roof mount", yet the mounting height is shown as 12” AFG. Is this correct? What floor are these cameras located? (Submitted: Dec 23, 2019 7:44:11 AM PST)

REVISED TO DETAIL 1. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA.

Plan page TY200 for the Civic Center shows several cameras that according to the schedule on TY502 terminate at the 1st Floor Telecom. Is this correct? Please advise. (Submitted: Dec 23, 2019 7:46:55 AM PST)

SHEET TY200 CAMERAS TO TERMINATE IN BASEMENT MAIL ROOM. CONTRACTOR MAY PROPOSE ALTERNATE CAMERA TERMINATION LOCATIONS. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA.

Specification section 282300 2.02 refers to camera types. Items D and E references "short" and "long". What does the short and long terms mean? (Submitted: Dec 23, 2019 8:13:35 AM PST)

SHORT REFERS TO TYPE 3 AND LONG REFERS TO TYPE 4 CAMERA AS A GENERAL REFERENCE.

Section 280502 3.03D1 states that the existing electric eye safety equipment for the Civic Center gate is to be replaced. Can more information be provided as to what is required, such as a detail as well as qtys and make and model of the equipment required? (Submitted: Dec 27, 2019 7:27:56 AM PST)

VEHICLE GATE BRAND UNKNOWN. CONTRACTOR TO FIELD INVESTIGATE AND REPAIR. FOR BID, PROVIDE SAFETY EYE TRANSMITTER/SENSOR UNIT WITH REFLECTOR AT 20 FEET AND FORM C DRY CONTACT FOR INTERFACE TO GATE CONTROLLER.

Plan risers show fiber optic connections between equipment rooms but fiber type, mm or sm, and number of strands are not shown nor specified at each equipment room location. Can more information be provided in order for us to price? (Submitted: Dec 27, 2019 7:50:28 AM PST)

SECTION 280513 2.03 F SPECIFIES 24 STRAND MM AND 2.03 G SPECIFIES 12 STRAND SM. DRAWINGS TO BE REVISED TO REQUIRE "6 STRAND MM OR SM MINIMUM". CABLE TYPE TO BE COMPATIBLE WITH DATA SWITCHES USED.
| 17 | Only minimal specifications have been provided for the network switches. Are there make and models desired? Or can more precise switch specifications be provided? (Submitted: Dec 27, 2019 7:53:13 AM PST) | 282300-1.05B-12 INDICATES A CISCO CATALYST SWITCH IS TO BE PROVIDED. THE COUNTY IS CURRENTLY STANDARDIZED ON CISCO CATALYST 9300 SERIES. PROVIDE SWITCHES TO MEET OR EXCEED SPECIFICATIONS (280513 2.07) AND BE COMPATIBLE WITH THE FIBER OPTIC CABLE USED FOR A COMPLETE AND OPERATIONAL SYSTEM (282300 1.04 A). |
| 18 | For the Sheriff's HQ building please advise if we are to reuse existing UPS. (Submitted: Dec 28, 2019 11:17:53 AM PST) | REUSE EXISTING UPS. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA. |
| 19 | For the Sheriff's HQ building we see that we are to add in 16 existing cameras to the new video storage. Please advise the resolution of these cameras. (Submitted: Dec 28, 2019 11:19:30 AM PST) | EXISTING CAMERAS 1280x720 @ 24fps. 5 NEW CAMERAS CURRENTLY IN PROCESS OF BEING ADDED, FOR TOTAL OF 21 EXISTING CAMERAS. |
| 20 | It is unclear to us if we are reusing existing cabinets or supplying new for detail 3, TY401 (Civic Center). Please advise. (Submitted: Dec 29, 2019 11:25:48 AM PST) | RESUSE EXISTING SERVER ROOM RACK PER DETAIL 3C. |
| 21 | Revise question 20 - this should have read detail #2, TY401 (Civic Center). Question was: Are we to reuse existing cabinet or replace/add new. (Submitted: Dec 29, 2019 11:28:24 AM PST) | PROVIDE WALL MOUNTED LOCKABLE CABINET PER KEY NOTE 1 WHERE SHOWN ON EACH FLOOR. |
| 22 | Sheriff's HQ, plan page TY401, detail 3. Are we to reuse existing cabinet(s) or replace/add new? (Submitted: Dec 29, 2019 11:31:52 AM PST) | REUSE EXISTING RACK SPACE WHERE EXISTING EQUIPMENT IS BEING REMOVED PER DETAIL 3A. |
| 24 | Sheriff's HQ TY101 Site: For new camera 012 to be mounted to existing light pole (per schedule) are we to include a new conduit path back the building? (Submitted: Dec 29, 2019 11:54:54 AM PST) | SURFACE MOUNT CONDUIT ON EXISTING GATE POLE, TRENCH TO CARD READER OR GATE CONTROLLER, FOR EXISTING PATHWAY BACK. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA. |
| 25 | Sheriff's West Valley, plan page TY401, detail 3 shows a new 42" monitor that doesn't appear on detail 3A, nor does it show on TY301 or TY201. Please advise if this monitor is to be included in our bid and if so, if it is an all in one and wall mounted. (Submitted: Dec 30, 2019 6:01:34 AM PST) | 42" MONITOR ON COLUMN TO BE REMOVED FROM DETAIL. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA. |
| 26 | Sheriff's West Valley, plan page TY301 does not appear to correlate with TY401. Can this detail be revised to more accurately reflect what is required? TY401 shows existing monitors and a keyboard. Is there an existing PC that is to be reused? And what about the monitor outside Conference Room 125 | TY301 DETAIL 1, BLOCK DIAGRAM SHOWS SYSTEM REQUIREMENTS, THERE ARE NO CONNECTIONS TO EXISTING KEYBOARD AND MONITOR SHOWN ON TY401 DETAIL 3. TY401 DETAIL 3 SHOWS EXISTING EQUIPMENT TO BE LEFT IN
<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Relevant Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>Sheriff's West Valley, plan page TY502 camera #4 note states to &quot;conceal conduit&quot;, yet Narrative states that the building structure offers extensive above ceiling access for cable installation. Please advise if conduit is required at this location. (Submitted: Dec 30, 2019 6:15:29 AM PST)</td>
<td>CAMERA #4 IS AN EXTERNAL CAMERA WITH NO ABOVE CEILING SPACE. CONDUIT REQUIRED FROM CAMERA TO ABOVE CEILING SPACE.</td>
</tr>
<tr>
<td>28</td>
<td>Plan page TY502, County Communications, cameras 13 and 14 do not appear on the floorplans. Please advise where these cameras are located. (Submitted: Dec 30, 2019 6:56:52 AM PST)</td>
<td>LOCATION UNKNOWN DURING DESIGN. LOCATE TWO EXISTING CAMERAS #13 &amp; 14 AND CONNECT TO NEW SYSTEM. CLARIFICATION TO BE MADE TO DRAWING AND REISSUED AS ADDENDA.</td>
</tr>
<tr>
<td>29</td>
<td>Plan page TY201, County Communications, indicates two VSS's at room 124 and a monitor at room 148. Page TY301 indicates three VSS's. Can we assume that these are the three VSS's are at rooms 124 and 148? Are we to install these units or is the Owner. Is cabling in place or are we to provide? (Submitted: Dec 30, 2019 7:30:00 AM PST)</td>
<td>PER TY301 DETAIL 1 THE 3 VSS WORKSTATIONS AND CABLELING ARE PROVIDED BY OWNER. SEE SECTION 280508 1.03 F-H.</td>
</tr>
<tr>
<td>30</td>
<td>Plan page TY301, County Communications, shows multiple equipment rooms connected via fiber optic. Is this existing fiber? (Submitted: Dec 30, 2019 7:31:32 AM PST)</td>
<td>ALL CONNECTIONS BETWEEN EXISTING EQUIPMENT ARE IN PLACE (EXISTING).</td>
</tr>
<tr>
<td>31</td>
<td>Plan page TY401, County Communications, indicates reuse of the UPS in room 150. What about the other equipment rooms? (Submitted: Dec 30, 2019 7:34:12 AM PST)</td>
<td>EXISTING EQUIPMENT IS ON BUILDING UPS. NEW EQUIPMENT TO BE CONNECTED TO EXISTING BUILDING UPS.</td>
</tr>
<tr>
<td>32</td>
<td>Section 280500 1.03 F, G, and H for the Communications site states workstation and client requirements that vary from what is indicated by the narrative and by the TY301 1-line. Please advise which is correct. (Submitted: Dec 30, 2019 1:03:24 PM PST)</td>
<td>SECTION 280508 1.03 F-H IS THE MOST SPECIFIC AND CORRECT INFORMATION. TY301 DETAIL 1 IS A BLOCK DIAGRAM AND DOES NOT SHOW ALL COMPONENTS.</td>
</tr>
<tr>
<td>33</td>
<td>Pursuit to prior question #19, there appears to be several existing cameras at the County Communications building. Please advise if we are to include storage and advise resolution. (Submitted: Jan 2, 2020 3:21:28 PM PST)</td>
<td>EXISTING CAMERAS TO BE RECORDED AS SPECIFIED IN SECTION 282300 3.03 D.</td>
</tr>
<tr>
<td>34</td>
<td>As a follow-up on question #26. Is the 23&quot; monitor shown in detail 3A an all-in-one or does it share the PC below the counter with the monitor at the conference room? (Submitted: Jan 3, 2020 6:57:11 AM PST)</td>
<td>PER TY301 DETAIL 1 THE VSS CPU IS TO CONNECTED TO THE NEW VSS MONITOR AS WELL AS THE (E) SAMSUNG MONITOR. THE NEW VSS MONITOR IS NOT AN ALL-IN-ONE.</td>
</tr>
<tr>
<td></td>
<td>Specification sections 280508 1.03F through H is confusing. Please indicate the total qty of workstations and cabling provided by Owner. Is it 7? And does the Owner provide all of these or do we? (Submitted: Jan 3, 2020 7:23:41 AM PST)</td>
<td>PER SECTION 280503 F-H, ALL COMPUTERS AND CABLEING ARE COUNTY PROVIDED. CONTRACTOR TO PROVIDE SOFTWARE AND LICENSES FOR SEVEN VIDEO VIEWING STATIONS, ONE VIDEO REVIEWING STATION, AND TWO ADMINISTRATORS.</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>36</td>
<td>In regards to the 360 degree camera types 7 and 8 listed in specifications section 282300 2.02, please review and advise. Is the resolution per lens or overall for each type? Is type 7 correct? (Submitted: Jan 3, 2020 8:34:56 AM PST)</td>
<td>CAMERA TYPE 7 IS 360 CAMERA WITH 4 LENSES, 8MP TOTAL.</td>
</tr>
<tr>
<td>37</td>
<td>May we be provided an additional 1 week extension to the bid date? (Submitted: Jan 3, 2020 9:18:55 AM PST)</td>
<td>The bid date has been moved to 1/16/2020. See Addenda 4.</td>
</tr>
<tr>
<td>38</td>
<td>In regards to the project manual, section 001100 1.02B Key Personnel, we see a large number of non-productive personnel required. This seems extensive for the scope of work. Can the General Superintendent and QC Manager, QC assistant and Admin Assistant be the same person? (Submitted: Jan 3, 2020 9:28:32 AM PST)</td>
<td>The personnel listed in 00 11 00 1.02 B.3 are as needed. Please read spec section 01 45 00 1.03.A.4 for the Definitions of QC Manager. (Answered: Jan 3, 2020 10:03:12 AM PST)</td>
</tr>
<tr>
<td>39</td>
<td>Our vendor has asked the following: Do you know if Santa Clara currently has Milestone XProtect Corporate Base License? (Submitted: Jan 3, 2020 12:08:03 PM PST)</td>
<td>EXISTING COUNTY MILESTONE XPROTECT CORPORATE VMS AND VSS TO BE USED ONLY FOR CIVIC CENTER, MEDICAL EXAMINER/CORONER, AND COUNTY COMMUNICATIONS. SEE SITE SPECIFIC DRAWINGS SHEET TY301 DETAIL 1, AND SECTIONS 280502 1.03A, 280507 1.03A, AND 280508 1.03A.</td>
</tr>
<tr>
<td>40</td>
<td>In regards to question #37, yes we were already aware of the prior extension. What we are asking for is an additional week if possible as we are behind due to some circumstances beyond our control. We appreciate your consideration. (Submitted: Jan 4, 2020 10:49:28 AM PST)</td>
<td>We will keep the 1/16/2020 date.</td>
</tr>
<tr>
<td>41</td>
<td>What is the network connectivity among the 5 facilities?</td>
<td>SECTION 280500 1.05 B DESCRIBES THE NETWORKS BETWEEN THE SITES.</td>
</tr>
<tr>
<td>42</td>
<td>What is the available bandwidth among the facilities?</td>
<td>CONSIDER COUNTY NETWORKS HIGH SPEED AND NOT AN ISSUE FOR THIS PROJECT.</td>
</tr>
<tr>
<td>43</td>
<td>Document 28 23 00 – page 6 of 4 item 2.02 I refers to a 4 lenses camera with minimum 12MP: does that refer to 12Mpixels for all sensors (or 4x 4Mpixels) or 12Mpixels for each sensor (4x 12Mpixels = 48Mpixels combined)?</td>
<td>TOTAL 12MP. SEE RESPONSE TO QUESTION 36 AND REVISED SPECIFICATION 28 23 00.</td>
</tr>
<tr>
<td>44</td>
<td>How many training sessions are expected for “Programming” category?</td>
<td>SESSIONS TO BE DETERMINED WITH COUNTY. CLARIFICATION TO BE MADE</td>
</tr>
</tbody>
</table>
All other terms and conditions of ITB-FAF-FY20-0119 remain unchanged.
and other conditions that cannot be readily performed by test personnel. The test staff will record all suspected problems and provide these reports to the test committee.

3. The County’s Representative will make the final determination for all disputed problems.

4. System failure is defined as any portion of the system that fails to operate as intended and cannot be corrected within 24 hours of the failure. Individual device failure such as a single camera will not be a cause for system failure.

3.04 CLEANING

A. Comply with Division 1 requirements.

B. Protect equipment during installation against entry of foreign matter on the inside. Vacuum clean all equipment both inside and outside before testing, operating and painting. Clean electrical connections with a suitable solvent prior to assembly.

C. Remove from the premises and dispose of all packing material and debris on a daily basis.

D. Upon completion of the Work, remove excess debris, materials, equipment, apparatus, tools and the like and leave the premises clean, neat and orderly.

E. Thoroughly polish all bright metal or plated work and remove any pasted labels, dirt or stains from the equipment.

3.05 TRAINING

A. Provide on-site, project-specific, site-specific training sessions for system operations, maintenance, and programming with designated total hour as follows, with direction from County on number of sessions required at two hours minimum each:

<table>
<thead>
<tr>
<th>Operational</th>
<th>Maintenance</th>
<th>Programming</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Electronic Components</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>2. Video Surveillance System (VSS)</td>
<td>8</td>
<td>8</td>
</tr>
</tbody>
</table>

B. All classroom training is to occur on site at a location provided by the County.

C. All training is to review the existing systems as they apply to the equipment and systems provided under this contract.

D. Operational Training:

1. Train security staff in the operation of the System. Operational training shall include how to monitor and control the systems provided under this contract and how to respond to system events.

E. Maintenance Training:
SECTION 28 05 03
SHERIFF HEADQUARTERS SITE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specifications, apply to this Section.

1.02 SUMMARY

A. Section Includes:

1. This section provides site specific information for the Sheriff Headquarters located at 50 West Younger St. San Jose CA 95110.
   a. This Site Consists of a 4-floor county building.
   b. This site will serve as the hub for all Sheriff video surveillance projects within its jurisdiction. All systems at this site will be designed to support current projects as well as expandability for future development.

2. Video Surveillance System (VSS) requirements.
   a. Integration of the existing Evidence VSS into the new Milestone VSS.

B. Related Sections:

1. 28 05 00 Common Work Results for Electronic Safety and Security
2. 28 05 02 Civic Center Site
3. 28 05 05 Sheriff West Valley Division Site
4. 28 05 13 Conductors and Cables
5. 28 05 14 Raceways and Boxes
6. 28 05 27 Cabinets, Enclosures and Racks
7. 28 09 00 Electronic Components
8. 28 23 00 Video Surveillance System (VSS)

1.03 SYSTEM DESCRIPTION

A. Provide new Milestone xProtect Corporate VMS and VSS core switch in Tele/Data room 273. The system will connect to the West Valley VSS project and future sites.
B. Provide new PoE network switches on each floor as shown on the drawings.

C. Provide new internal and external cameras as shown on the drawings.
   1. Removal of existing cameras and cables is required as shown on the drawings.
   2. Camera in parking lot may require wireless (RF) and trenching, as shown on the drawings.
   3. Automatic camera call-up to be provided at the Operation’s Desk when the parking lot motion is detected at the parking lot gates.

D. Provide new Network Video Recorder (NVR) for 12 months recording.
   1. Provide adequate storage space for recording both the Sheriff Headquarters and the Sheriff West Valley Division sites.

E. Integrate existing Evidence cameras into the new VSS.
   1. Existing Evidence system is on Milestone xProtect Professional+ 2019 R1.
   2. The existing Evidence cameras will remain in place and be incorporated into the new Milestone VSS.
   3. Existing Evidence recorded video will remain operational and available for one year.

F. Provide one video viewing workstation at the Operation’s Desk room 140.
   1. Provide new all-in-one CPU with 42” monitor, wall mount and wireless keyboard and mouse.

G. Provide one video viewing workstation at Captain’s Office room 175.
   1. Provide new all-in-one CPU with 42” Monitor, wall mount, and wireless keyboard and mouse.

H. Comply with Section 28 23 00.

1.04 SUBMITTALS

A. Comply with Section 28 05 00.

1.05 QUALITY ASSURANCE

A. Comply with Section 28 05 00.
ADDENDUM 5

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. Comply with Section 28 05 00 and 28 23 00.

PART 3 EXECUTION

3.01 APPLICATION
   A. Comply with Section 28 05 00.

3.02 INSTALLATION
   A. Comply with Section 28 05 00 and 28 23 00.

3.03 FIELD QUALITY CONTROL
   A. Comply with Section 28 05 00.

END OF SECTION
E. Type 4 Camera: Outdoor, Long
   1. Resolution, minimum: 5MP
   2. Lens: Varifocal 30-100 degrees
   3. Enclosure: Vandal resistant, IP66 rated minimum

F. Type 5 Camera: 180, Outdoor
   1. Resolution, minimum: 8+MP
   2. Lens: Varifocal 180 degrees
   3. Enclosure: Vandal resistant, IP66 rated minimum, with sun shield (for wall mounted only)

G. Type 6 Camera: 180, Indoor, Audio
   1. Resolution, minimum: 5MP
   2. Lens: Varifocal 180 degrees
   3. Enclosure: Vandal resistant
   4. Features: Built in microphone

H. Type 7 Camera: 360, Indoor/Outdoor
   1. Resolution, minimum: 4 Lenses, 2MP 8MP total
   2. Lens: 4 Lenses, Varifocal 54-108 degrees
   3. Enclosure: Vandal resistant, IP66 rated minimum
   4. Features: Adjustable head

I. Type 8 Camera: 360, Outdoor
   1. Resolution, minimum: 4 Lenses, 12MP total
   2. Lens: 4 Lenses, Varifocal 54-108 degrees
   3. Enclosure: Vandal resistant, IP66 rated minimum
   4. Features: Adjustable head

2.03 MOUNTS:
   A. Provide mounting hardware, as shown on the Drawings and described herein, and necessary accessories.

2.04 VIDEO MANAGEMENT SOFTWARE
   A. The product specified shall be a software program that provides the installation, administration, and operation of video surveillance systems using H.264/H.265 video compression technology via local networks. The software scans the network and displays all

Surveillance Upgrade Project
263-SM19003, 19004, 19005, 19007, & 19008
## County Of Santa Clara

**Request For Appropriation Modification**

**Fiscal Year = 2020**

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Prepared By:

Page:  1 of 1
County of Santa Clara
Communications Department Surveillance Use Policy

Video Cameras Used for Facility Security

This Surveillance Use Policy is for the sole use of the County Communications Department located at 2700 Carol Drive, San Jose, CA.

1. Purpose

The County Communications Department maintains and operates Axis models 1103 and 1140 security cameras at various public locations in and around the Department building and parking lot. The purpose of those security cameras shall be to create a safer environment for all those who visit and work at the Department and to safeguard critical public safety communications equipment at the facility, by having a camera presence on site and generating/recording video of what occurs in the areas the cameras monitor. The purpose shall also be to create images and video clips of potential suspicious or illegal activity, which may be provided to law enforcement personnel or investigative personnel in connection with specific administrative, civil, or criminal investigations (See Sections 2 and 8, below).

2. Authorized and Prohibited Uses

Security cameras shall only be used to monitor the Department lobby and other public areas in and near the Department building, including the parking lot. Video from those cameras shall be available for monitoring 24 hours a day by only Department staff members or authorized designees (see Sections 4 and 8, below), who may review real-time video images to observe traffic entering the facility parking lot and front lobby as well as what occurs in the parking lot and front lobby. During regular business hours Monday through Friday, Department Administration staff shall monitor security camera footage for facility access; at other times Department Dispatch Operations staff shall monitor footage.

Management shall review images or video footage to assist with the safety and security of employees, visitors, and communications systems. Management shall also review footage to assess or investigate unusual, suspicious, or illegal behavior or activities.

Images and video footage shall be used for administrative and law enforcement investigations, as well as to respond to law enforcement inquiries or provide other authorities with images or video clips of potential illegal or suspicious activity. (See Section 8 below).

The security cameras shall be operated in a manner that protects the reasonable privacy interests of employees and the public. To limit any expectation of privacy, a sign shall be posted on-site to indicate the presence of video monitoring. Video monitoring and security cameras shall not violate a reasonable expectation of privacy (e.g., by placing cameras to view up skirts or other clothing, or to look down shirts or other clothing); and shall not be used in areas where there is a reasonable expectation of privacy, such as restrooms, changing rooms, lactation accommodation.
rooms, showers, or other areas where an individual would reasonably expect not to be recorded despite signage on-site indicating the presence of video monitoring. Security cameras shall not be used for personal, non-County purposes.

3. Data Collection

The security cameras shall collect video images and footage of specific areas in and around the Department building and parking lot, including the lobby. The technology shall also collect the date and time associated with the footage.

4. Data Access

Access to the live video footage and images from the security cameras shall be restricted to:

- Communications Director;
- Deputy Director;
- Division Director, Engineering & Technical Services;
- Engineering Manager;
- Chief Dispatchers;
- Engineer and Systems Technicians (complete access), with approval from the Communications Director;
- Administrative staff and Dispatch Operations Supervisors and Seniors (limited access to real-time video footage);
- Other Communications Department positions/individuals designated by the individuals named above or his/her designee as having a County business need to access the information, in compliance with this policy;
- Other County personnel designated in writing by the Communications Director, Deputy Director or their designee if the Director, Deputy Director or designee determines that access is reasonably necessary for a specific criminal, civil, or administrative investigation or action;

All requests to access archived footage shall be approved in writing by only the Communications Director, Deputy Director, or their designees.

5. Data Protection

All recorded data (images/video footage) generated by the security cameras shall be stored in a secure location in the Department’s locked data center room, which shall be accessible to only authorized staff members and shall be configured to prevent unauthorized modification, duplication, or destruction of recorded images.

Access to archived video footage or information shall be limited to authorized individuals who have been granted data access in accordance with this Policy.

County of Santa Clara County Communications Department Surveillance Use Policy - Video Cameras Used for Facility Security  Page 2 of 4  September 2018
6. **Data Retention**

Based on data storage capacity and system requirements, the Department shall retain video data for up to 21 days, unless that video data is copied or otherwise retained relating to a specific administrative or criminal investigation, a Litigation Hold requirement, or another legal requirement to copy and/or retain the video data. At or near the end of the 21-day period, the original video files shall be over-written with the new video images or otherwise destroyed.

7. **Public Access**

The public shall not have direct access to any data captured by the security cameras. To the extent the Department receives a California Public Records Act (CPRA) request, subpoena, or court order for data from the security cameras, the data shall be made public or deemed exempt from public disclosure pursuant to state or federal law. Such requests shall be promptly submitted to the department’s CPRA Coordinator (for CPRA requests) and/or Communications Director or designee (for subpoenas and court orders) for handling in consultation with the Office of the County Counsel. Reasonable efforts shall be made to preserve the data requested until the request has been processed.

8. **Third-Party Data-Sharing**

Third-party data-sharing shall be limited to the following:

- Law enforcement personnel or investigative personnel in connection with a specific administrative, civil, or criminal investigation, with approval of the Communications Director, Deputy Director, or their designees.
- Other third parties as required by law.

For law enforcement agency requests for video footage for a criminal investigation, a written email or letter should be sent to the Communications Director or his/her designee.

To the extent an employee representative seeks video footage regarding a specific claim, allegations, or action against the employee, or a third-party seeks compliance with a court order or subpoena, the request shall be reviewed by the Communications Director or designee with the assistance of the Office of the County Counsel and, if applicable, the Labor Relations Department.

9. **Training**

Department personnel involved in video monitoring shall be appropriately trained and informed of this Surveillance Use Policy. Training on the use of the security camera system and software shall be provided by the Department’s Information Systems Technician or Communications Systems Technician as applicable, or another designee of the Communications Director or Deputy Director.
10. **Oversight**

The Communications Director and, as authorized, his/her designee(s) shall oversee the security camera system to ensure compliance with this Surveillance Use Policy, designate personnel who may access the system, and ensure that access to the video footage complies with authorized uses. The Engineering Manager or other designee of the Communications Director shall be assigned to ensure compliance with this Use Policy.

Any employees found to have violated this Surveillance Use Policy shall be subject to possible discipline. Violations of this Surveillance Use Policy shall be reviewed by the Communications Director, Deputy Director, and/or their designee(s), with the assistance of the Labor Relations Department and the Office of the County Counsel.

Approved as to Form and Legality

[Signature]

Rob Coelho
Office of the County Counsel
County Government Center
Security Camera Guidelines

2015

Santa Clara County
PURPOSE AND SCOPE

The County of Santa Clara operates a public safety camera system at the County Government Center for the purpose of creating a safer environment for all those who visit and work at county offices in a way that also protects their privacy. Information and images produced by the system are intended only: to assist in the identification and prevention of threats; to assist in identifying, apprehending and prosecuting offenders; to assist in gathering evidence for criminal actions; to help emergency services personnel respond to emergency events; to assist in resolving a citizen or employee complaint or an internal affairs or other county or law enforcement investigation.

Any other use of the data produced by the system is prohibited. This document provides specific guidelines for the operation of the cameras, the storage of captured images, and the dissemination of stored data.

The administration of the security cameras shall be shared by the District Attorney’s Office Bureau of Investigation and the Sheriff’s Office, working in consultation with the County Executive’s Office, individual departments, and the Facilities and Fleet Department (FAF). Both shall ensure that the security cameras are used in an effective, professional and lawful manner consistent with the guidelines contained in this document.
RESPONSIBILITY

Managing the public safety and security for the County Government Center campus is a responsibility that is shared among the County Executive’s Office, FAF, the Sheriff’s Office, and the District Attorney’s Office. The Sheriff’s Office has lead responsibility for the common hallways between the West and East Wing, the Board Chambers and the East Wing building. The District Attorney’s Office Bureau of Investigation has lead responsibility for the security of the West Wing building and parking lots.

The Security Cameras that record the interior of the West Wing of the County Government Building, the cameras that record the parking lots for the County Government Center, and the cameras that record the entrances to the West Wing of the County Government Building shall be under the administration and control of the District Attorney’s Office’s Chief of the Bureau of Investigation. These security cameras shall be referred to as the “District Attorney Security Cameras” in this document.

The remaining Security Cameras, including those that record the interior of the East Wing of the County Government Building, and the entrances and the exterior of the County Government Building, shall be under the administration and control of the Sheriff’s Office. These security cameras shall be referred to as the “County Government Center Security Cameras” in this document.

NOTICE

Appropriate notice must be provided for the use of County Government Center Security Cameras.

Visitors and employees must be made aware of these cameras & monitoring through such means as posting on emergency maps, or having signs posted at the main lobby that tell them security cameras are used on the site.

For new security camera monitoring, the locations, purpose, use of the recordings, and a contact for additional information, must be well communicated to employees in a general communication, unless used as part of a covert investigation.
With the exception of an approved covert investigation, cameras must be in a fixed and visible location.

If third parties will provide parts of the service, they must be bound through contractual privacy clauses.

**MONITORING AND REVIEWING**

The Chief of the Bureau of Investigation and his/her designees, and the Sheriff and his/her designees may administer and monitor the security camera system, grant access to monitor cameras, or review any recording made by the security cameras solely for the specified defined purposes listed below.

Designees will be limited to peace officers or Information Technology staff assigned specifically to this task. Every effort will be made to keep the total number of designees as low as possible within the constraints of ensuring that coverage by trained personnel can be provided for time off by other designees.

Access by designees is further defined as follows:

**Tier One Access** – A “System Administrator” (SA) that has complete access to the security camera system. The SA shall be responsible for system functionality, maintenance, software upgrades, coordination between the District Attorney’s Office and the Sheriff’s Department, and overall operational support for the system. The SA may be a civilian if so agreed upon by the District Attorney and the Sheriff and/or his/her executive management designee.

**Tier Two Access** – Identified staff with system permissions to review both live and historical events as required by one of the defined purposes set forth in these guidelines and with system permissions to download events to other digital medium when required by one of the defined purposes.

**Tier Three Access** – General “live” viewing access given to District Attorney Investigators and Sheriff Deputies for one of the defined purposes set forth below. Such access allows for selectively viewing an appropriate camera, to
adjust the camera to more effectively view a particular area and to view an event from beginning to end. Casual “live” viewing with no authorized purpose is prohibited.

Except for those persons identified in the “Tier 1 – Tier 3 Access”, no others may monitor the security cameras except in the case of an immediate emergency endangering the safety of employees or visitors of the County Government Center or members of the public or as required to maintain the system or train authorized persons. Additionally, District Attorney’s Chief of the Bureau of Investigation and Sheriff or his/her executive management designee may grant access to review historical video from any security camera recording for the specified defined purposes listed below.

**Defined Purposes**

Recorded images may be used for criminal investigations and monitoring of activity around high value or high threat areas. In addition, the public safety camera system may only be used for the following purposes:

a. To assist in the identification and prevention of threats  
b. To assist in identifying, apprehending and prosecuting offenders.  
c. To assist in gathering evidence for criminal court actions.  
d. To help emergency services personnel respond to emergency events.  
e. To assist in resolving a citizen or employee complaint or an internal affairs or other county or law enforcement investigation.  
f. As otherwise required by law.

**Training & Access**

Personnel involved in video monitoring will be appropriately trained, informed of the policies that affect their responsibility, and supervised. Monitors for viewing will be located in secured areas that prevent viewing by unauthorized staff. Periodic audits will be conducted to ensure that all employees are following the procedures and
limitations set forth in these guidelines. Any employees found to have accessed information to which they have not been granted access under these guidelines will be subject to discipline, up to and including termination.
MEDIA STORAGE GUIDELINES

All media will be stored in a secure area with access restricted to authorized persons.

Recordings made by the Security Cameras and not otherwise needed for official reasons and maintained in the normal course of business shall be retained for a period of, no more and no less, than one hundred days unless precluded by limitations of the system storage capacity or unless otherwise required by law. Notwithstanding this provision, recordings made of secured rooms in which contraband, evidence or firearms are located may be retained for a longer period of time.

The Chief of the Bureau of Investigation (for the District Attorney Security Cameras) and the Sheriff (for County Government Center Security Cameras) shall make all reasonable efforts to ensure that no recordings are purged or destroyed prior to this time, and that all recordings are purged or destroyed after this time with the exception of recordings that have been identified as evidence in an ongoing investigation or prosecution.

Recordings that are identified as evidence in an ongoing investigation or prosecution, or recordings of secured rooms in which contraband, evidence or firearms are located, shall be retained as outlined in the “Retention” section of this document. All other recordings shall be purged after one hundred days unless otherwise required by law.

RETENTION

Recordings not otherwise needed for official reasons and maintained in the normal course of business shall be retained for a period as detailed above. All reasonable efforts shall be taken to ensure that no recordings are purged or destroyed prior to this time, and that all recordings are purged or destroyed immediately upon the expiration of this period unless otherwise required by law with the exception of the
following recordings:

a. Any recordings needed as evidence in a criminal, civil or administrative proceeding shall be copied to a suitable medium and booked into evidence in accordance with current departmental evidence procedures (Government Code § 34090.6).

b. Security Camera recordings relating to potential criminal charges that are not filed shall be retained for at least one year after the statute of limitations has expired.

c. Security Camera recordings related to complaints of employee misconduct/Internal Affairs Complaints (whether externally or internally generated) shall be retained in accordance with Penal Code §832.5, or until the matter has been resolved, whichever is later.

d. Recordings made of secured rooms in which contraband, evidence or firearms are located may be retained for a longer period of time.

DISTRIBUTION AND DISCOVERY

Recordings from either District Attorney or County Government Building Security Cameras shall be treated as other forms of direct evidence and subject to discovery and disclosure in accordance with law.

a. No Security Camera Recordings shall be distributed other than indicated above in the absence of a valid court order or pursuant to the laws governing discovery in a criminal prosecution.

b. Due to the heightened privacy concerns associated with a video recording, when appropriate, court orders limiting the public dissemination of Security Camera recordings shall be secured prior to distribution.
PROHIBITED ACTIVITY

The use of security cameras will be conducted in a professional, ethical and legal manner. Security cameras will not be used in areas where there is a reasonable expectation of privacy. Video monitoring shall not be used to harass, intimidate, or discriminate against any individual or group.
Santa Clara County Office of the Sheriff
Surveillance Use Policy for Digital Cameras and Video

1. Purpose

Digital cameras and/or video shall be utilized by Sheriff’s Office personnel to photographically document the physical condition of people, and the physical condition of evidence, locations, or property. In designated areas of the Sheriff’s Office, video cameras are installed to monitor only ingress and egress.

2. Authorized and Prohibited Uses

County digital cameras and video cameras shall only be used for:
- Evidence Collection;
- Safety and security;
- Sheriff’s Office purposes if approved by the Sheriff or designee(s) (e.g., to record events significant to the Sheriff’s Office, such as Academy graduations and deputy-promotion events);
- Other law enforcement or first responder uses not prohibited by law.

County digital cameras and video cameras shall not be used for personal or other non-law enforcement purposes.

3. Data Collection

The following data may be obtained by the use of a digital camera and/or video:
- Digital still images;
- Video;
- Audio.

4. Data Access

Access to recorded data shall be limited to Sheriff’s Office personnel involved in the criminal or administrative investigation, including Sheriff’s Office Executive Command Staff members. As part of administrative cases, access to recordings may be provided to Labor Relations, County Counsel, and others who are authorized by the Sheriff or designee(s) to have access for a legal business reason.

The Sheriff or designee(s) may grant Sheriff’s Office personnel access to recordings of events significant to the Sheriff’s Office, such as Academy graduations and deputy-promotion events.
5. **Data Protection**

Data downloaded from digital cameras and videos shall be maintained in a secure, non-
public location, such as a location requiring security access or badge access.

6. **Data Retention**

Data may be downloaded onto an electronic storage device for purposes of documentation
or evidence in a criminal or administrative investigation. Downloaded, copied, and printed
data for such purposes shall be maintained in accordance with applicable state and federal
laws and Sheriff’s Office policies and procedures. The original data shall be deleted from
the equipment after download no later than 90 days after the original recording.

Data downloaded to document or memorialize significant events to the Sheriff’s Office or
for historical documentation purposes may be retained indefinitely at the discretion of the
Sheriff, and so long as it is not in violation of state or federal law.

7. **Public Access**

Criminal law enforcement videos, photographs and information, and other data from digital
cameras shall be made public or deemed exempt from public disclosure pursuant to state or
federal law. For public requests for data, the Sheriff’s Office shall confer with County
Counsel to determine whether the requested data is exempt from disclosure pursuant to the
California Public Records Act, or is legally required to be disclosed, and shall respond to
requests in compliance with applicable law.

8. **Third-Party Data-Sharing**

Data-sharing from this equipment shall be limited to only the following:

- District Attorney’s Office for use as evidence to aid in prosecution, in accordance with
  laws governing evidence;
- Public Defender’s Office or criminal defense attorney via the District Attorney’s
  Office in accordance with California discovery laws;
- Other law enforcement offices as part of a specific criminal or administrative
  investigation;
- Parties in a civil litigation involving the County, in response to a subpoena or civil
  discovery;
- County Personnel Board, arbitrator, or Court regarding a county administrative action or
  litigation;
- Other third parties, pursuant to a Court Order.

9. **Training**

Training for the operation of the digital camera and/or video cameras shall be provided
by Sheriff’s Office personnel. All Sheriff’s Office personnel with access to this
equipment shall be provided a copy of this Surveillance Use Policy.
10. **Oversight**

Division Commanders for divisions utilizing digital cameras and/or video cameras shall oversee compliance with this Surveillance Use Policy.

Approved as to Form and Legality

[Signature]

Rob Coelho
Office of the County Counsel
2020 Anticipated Impact Report
County of Santa Clara
County Communications
2700 Carol Drive, San Jose, CA
System Camera Additions

Description of Surveillance Technology
The County of Santa Clara Department of Facilities Security is recommending an increase of 5 digital security cameras at the County Communications property to enhance employee, visitor and equipment safety. This facility located on 2700 Carol Drive is an existing facility that currently has 9 working security cameras, all exterior. County Communications has a current approved Surveillance Policy. Cameras will be hardwired, fixed, cameras located on the property attached to the superstructure, parking lot light posts and tower facilities.

The existing Video Surveillance System (VSS) is to be replaced and expanded for better video quality and coverage of the facility’s outdoor areas specifically the communications tower where there are currently only 2 cameras viewing this crucial area. The existing cameras will be incorporated into the new VSS. Video recording will provide recorded video for 100 days.

The existing ExacqVision VSS will be removed and replaced with a Milestone Video Management System (VMS), 5 cameras and video storage. Category 6a data cable will be used to support the cameras. The VSS will be connected to the existing County Milestone Enterprise system maintained by TSS via CLARANET. The existing 9 cameras will remain in place and be incorporated into the new Milestone VMS. A new Network Video Recorder (NVR) will be added as well.

Recording will be 24 hours a day, 7 days a week, utilizing high quality video. The cameras can be viewed in “real time” such that there can be a camera operator observing the cameras. Cameras are currently viewed from the front desk computer stations (2). This will continue after the addition of the 5 new cameras. We will also be providing viewing access to the Dispatch Supervisor Desk, staffed 24/7, because the front desk staff go home at 5 PM.

To the extent motion-detection or event-based triggers are used, cameras will record with 30 seconds of pre- and post-recording. The camera speed will be 15 frames per second and resolution will be 1280p. The system will have a battery back-up, warranted for repairs, have a preventative maintenance program including software updates and will be compatible with County access control. The final prospective camera system and its
related software has been vetted by County TSS to insure the integrity of County servers or related equipment.

**Purpose for the Surveillance Technology**

This increase in cameras will enhance the ability to capture and accurately document incidents which may arise on the exterior. Additional security cameras will increase our awareness which will add to employee and visitor safety. The footage can also be reviewed for post-incident information and evidence gathering.

**Camera Locations**

The five proposed cameras are all exterior cameras and will cover the main entrance gate, the tower field area, the employee parking lot and northern facing perimeter of the actual structure.

**Civil Liberties and Privacy Impact**

The implementation and use of surveillance cameras will not pose a risk to civil liberties. The cameras will not utilize facial recognition nor record audio. The cameras will be lawfully monitored and used. Information collected by the surveillance cameras will be retained for up to 100 days per County requirements. The Director of Facilities Security, Chief Operating Officer and Director of County Communications may access and review recorded data for specific County investigative purposes and to process approved law enforcement requests. No data collected through surveillance cameras will be stored locally on facility computers. Data collected through surveillance cameras that is to be retained for specific investigative purposes will be transferred to an approved storage device immediately. This information will become part of the investigative file, subject to existing protocols for evidentiary retention.

**Fiscal Analysis**

- **Initial one-time purchase cost:** $90,000.00
- **Projected ongoing costs:** $2,000 - Annual preventative maintenance, repairs, software upgrades
- **Projected personnel cost:** $0: No new personnel required
- **Source of funding:** Fund 50. Capital project funding for physical security upgrades
2020 Anticipated Impact Report
County of Santa Clara, Government Center
A Multi-Departmental Facility
70 West Hedding Street, San Jose, CA
Video Surveillance System Security Upgrade

Description of Surveillance Technology

The County of Santa Clara Department of Facilities Security is recommending the use of digital security cameras at the Government Center to provide the most secure environment for our employees and visitors. This multi-departmental facility located on 70 West Hedding is an existing facility that currently has working security cameras on the 3rd, 4th and 5th Floors, Clerk Recorder lobby and walkways, the West Wing, front patio and back parking lot. The East Wing has existing but non-operable cameras that will be replaced. The proposed new system will be an internet protocol camera, or IP camera system. The IP camera system is a type of digital video camera commonly employed for surveillance and unlike analog closed-circuit television (CCVT) cameras, can send and receive data via a computer network. Cameras will be hardwired, fixed and attached to the superstructure. This facility has an approved Surveillance Policy.

The system will be connected to CLARANET for connectivity to the existing Milestone Video Management System (VMS) maintained by TSS and for connectivity to other sites. The existing East Wing Video Surveillance System (VSS) is to be replaced and expanded for better video quality and coverage of the facility’s East Wing 11 floors and outdoor areas. The existing Assessors’ Office (Floors 3, 4 and 5), Clerk Recorder and West Wing cameras will remain in place, and separate, as well as their respective VSS. These cameras were previously installed by the individual departments in prior years. Currently, these departments operate their cameras under their own surveillance policies.

The building’s old non-operable Video Management System (VMS) will be replaced with a Milestone Video Management System (VMS) and 80 cameras. All existing coaxial cable and camera power wiring will be removed and replaced with category 6a data cable to support the new IP based cameras.

Recording will be 24 hours a day, 7 days a week, utilizing high quality video. The cameras can be viewed in “real time” such that there can be a camera operator observing the East Wing cameras only, not the West Wing cameras. A Camera Monitoring Station (CMS) will be set up in the 1st Floor Information Booth. Here, the building assigned Santa Clara County Sheriff’s deputy can actively monitor the cameras or the Facilities
Security Director and Program Manager only. There will be no separate monitoring station for the cameras in the building.

To the extent motion-detection or event-based triggers are used, cameras will record with 30 seconds of pre- and post-recording. The camera speed will be 15 frames per second and resolution will be 1280p. The system will have a battery back-up, warranted for repairs, have a preventative maintenance program including software updates and will be compatible with County access control. The final prospective camera system and its related software has been vetted by County TSS to insure the integrity of County servers or related equipment.

**Purpose for the Surveillance Technology**

This system will enhance the ability to capture and accurately document incidents which arise. A security camera system will increase our awareness which will add to employee and visitor safety. The footage can also be reviewed for post-incident information and evidence gathering.

**Camera Locations**

Internal cameras will provide coverage of the main corridor, stairs, and elevator lobbies per floor. Cameras will not be placed to directly view staff work areas or workstations. The West Wing District Attorney’s Office will receive one new internal camera which will be added to the DA Victim Services lobby. No cameras will be placed in the elevators in the East or West Wings.

Outdoor cameras will provide coverage of the facility’s entrances, exits, stairs, loading dock, front plaza, cafeteria patio and Executive Parking Lot. One camera will be placed inside the parking arm check-in box that allows access to the loading dock. This camera will be able to see the vehicles and drivers entering or requesting entry to our building loading dock area. Existing outdoor cameras will be replaced with all new cameras.

**Civil Liberties and Privacy Impact**

The implementation and use of surveillance cameras will not pose a risk to civil liberties. The cameras will not utilize facial recognition nor record audio. The cameras will be lawfully monitored and used. Information collected by the surveillance cameras will be retained for up to 100 days per County requirements. The Director of Facilities Security, Facilities Program Manager, Chief Operating Officer and Director of Information Technology services may access and review recorded data for specific County investigative purposes and to process approved law enforcement requests. No data collected through surveillance cameras will be stored locally on facility computers. Data collected through surveillance cameras that is to be retained for specific investigative purposes will be transferred to an approved storage device immediately. This information will become part of the investigative file, subject to existing protocols for evidentiary retention.
Fiscal Analysis

Initial one-time purchase cost: $1,300,000.00

Projected ongoing costs: $2,000 - Annual preventative maintenance, repairs, software upgrades

Projected personnel cost: $0: No new personnel required

Source of funding: Fund 50. Capital project funding for physical security upgrades
2020 Anticipated Impact Report
County of Santa Clara
Sheriff’s Headquarters
50 West Younger, San Jose, CA
Sheriff’s West Valley Command
1601 S. DeAnza Blvd, Cupertino, CA
New Video Surveillance Systems

Description of Surveillance Technology

The County of Santa Clara Department of Facilities Security is recommending a new Video Security System at the Sheriff’s Office Headquarters and the Sheriff’s Office West Valley Command. These cameras will enhance deputy and visitor safety. These facilities are located on 50 West Younger, San Jose and 1601 South DeAnza Blvd, Cupertino. Sheriff’s Office has a current approved Surveillance Policy. Cameras will be hardwired and wireless. All cameras will be digital fixed and attached to the facilities superstructure, parking light posts and access control gate.

Sheriff’s Office Headquarters and Cameras Locations

The existing Sheriff’s Headquarters has two (2) existing Video Surveillance Systems (VSS) in-service: 1) Evidence Room and 2) a non-operable analog camera system for the exterior. The existing analog VSS is to be replaced and expanded for better video quality and coverage of the facility’s four floors and outdoor areas.

The existing analog VSS will be removed and replaced with a Milestone VMS, 32 cameras, and video storage. Most if not all existing coaxial cable and camera power wiring will be replaced with category 6a data cable to support the new IP based cameras.

Camera footage has been requested to be stored for 12 months.

Interior cameras will provide coverage of the main lobby, rear employee walk-up and elevator lobby areas. Cameras will not be placed to directly view staff work areas.

Outdoor cameras will provide coverage of the facility’s entrances, exits, employee drive up gate, employee personal vehicle and fleet parking lot and one PG&E. One new camera will be positioned at the face level so the Operations Desk deputy can see who is arriving and requesting entry. This will not be a facial recognition software activated
camera. Strictly, a camera that gets front vehicle and face-shots so the deputy knows who he or she is buzzing into the facility. Existing outdoor cameras will be replaced with all new cameras.

New video workstations will be provided at the Operations Desk and Captain’s Office, both located on the first floor.

**West Valley Command and Camera Locations**

West Valley does not have any current cameras. The facility is a leased facility. Sheriff’s have received approval to install cameras there. The project will utilize the Sheriff’s Headquarters VMS and video recording via the Sheriff’s network. The facility will be provided with approximately 6 new cameras. Category 6a data cable will be used to support the new IP based cameras.

Internal cameras will provide coverage of the main lobby area and rear entrance. Cameras will not be placed to directly view staff work areas.

Outdoor cameras will provide coverage of the facility’s parking area for patrol vehicles and employee’s personal vehicles. One camera in this area will be affixed to light posts and be wireless due to the inability for us to run cable or trench the parking lot. The wireless data network with solar panel and battery will power this camera.

The VSS data network will provide for both real-time viewing and incident review viewing. A new video workstation will be provided at the Administration Sergeant’s Desk located behind the front counters.

To the extent motion-detection or event-based triggers are used, cameras will record with 30 seconds of pre- and post-recording. The camera speed will be 15 frames per second and resolution will be 1280p. The system will have a battery back-up, warranted for repairs, have a preventative maintenance program including software updates and will be compatible with County access control. The final prospective camera system and its related software has been vetted by County TSS to insure the integrity of County servers or related equipment.

**Purpose for the Surveillance Technology**

These cameras installations will enhance the ability to capture and accurately document incidents which may arise at both properties as incident against law enforcement are on the rise. Security cameras will increase our awareness which will add to deputy and visitor safety. The footage can also be reviewed for post-incident information and evidence gathering.

**Civil Liberties and Privacy Impact**
The implementation and use of surveillance cameras will not pose a risk to civil liberties. The cameras will not utilize facial recognition nor record audio. The cameras will be lawfully monitored and used. Footage collected by the surveillance cameras is requested to be stored up to 12 months. The Sheriff of the County, Undersheriff, all three Assistant Sheriffs, Director of Facilities Security and Chief Operating Officer may access and review recorded data for specific County investigative purposes and to process approved law enforcement requests. No data collected through surveillance cameras will be stored locally on facility computers. Data collected through surveillance cameras that is to be retained for specific investigative purposes will be transferred to an approved storage device immediately. This information will become part of the investigative file, subject to existing protocols for evidentiary retention.

**Fiscal Analysis**

<table>
<thead>
<tr>
<th>Description</th>
<th>Detail</th>
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<tbody>
<tr>
<td>Initial one-time purchase cost:</td>
<td>$400,000.00</td>
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<td>Projected ongoing costs:</td>
<td>$3,000 - Annual preventative maintenance, repairs, software upgrades</td>
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<td>Projected personnel cost:</td>
<td>$0: No new personnel required</td>
</tr>
<tr>
<td>Source of funding:</td>
<td>Fund 50. Capital project funding for physical security upgrades</td>
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</table>
MINUTES
March 24, 2020 9:30 AM
Regular Meeting
BY VIRTUAL TELECONFERENCE ONLY

Tel. (408) 299-5001 Fax (408) 938-4525 TDD (408) 993-8272

SANTA CLARA COUNTY BOARD OF SUPERVISORS
SPECIAL DISTRICTS
THE FIRE DISTRICTS
FINANCING AUTHORITY
PUBLIC AUTHORITY OF SANTA CLARA COUNTY
VECTOR CONTROL DISTRICT
SANITATION DISTRICT NO. 2-3
COUNTY LIGHTING SERVICE AREA

Opening

1. Roll Call.

President Chavez called the meeting to order at 9:30 a.m. A quorum was present via teleconference, pursuant to the provisions of Executive Order N-22-20 issued on March 17, 2020 by the Governor of the State of California.

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Wasserman</td>
<td>Vice President</td>
<td></td>
<td>Remote</td>
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<tr>
<td>Cindy Chavez</td>
<td>President</td>
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<td>Remote</td>
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<tr>
<td>Dave Cortese</td>
<td>Supervisor</td>
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<tr>
<td>Susan Ellenberg</td>
<td>Supervisor</td>
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<tr>
<td>S. Joseph Simitian</td>
<td>Supervisor</td>
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<td>Remote</td>
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</table>

2. Pledge of Allegiance.

The Pledge of Allegiance was recited.

Ceremonial Presentations

3. Announce Adjournments in Memoriam. (See Item No. 23)

   a. Adjourn in honor and memory of Scott Ward. (Simitian) (ID# 100771)
The Adjournment was announced.

4. **Commendations and Proclamations. (See Item No. 74)**

No Commendations or Proclamations were presented.

### Public Issues

5. **Public Comment.** (ID# 100955)

Seven individuals addressed the Board.

6. **Approve Consent Calendar and changes to the Board of Supervisors' Agenda.** (ID# 100956)

Two individuals addressed the Board.

Item Nos. 50 and 55 were removed from the Consent Calendar. Item No. 41 was held to April 7, 2020. Item Nos. 81, 82, and 83 were held to April 21, 2020. Item No. 40 was held to date uncertain. Item Nos. 52 and 93 were deleted.

Requests were noted for Item Nos. 42 and 49.

A correction was noted for Item No. 16.

At the request of President Chavez, the Board directed Administration to report to the Board on April 7, 2020 relating to actions taken subsequent to closure of the Receiving, Assessment, and Intake Center.

On motion of Vice Chairperson Wasserman, seconded by Supervisor Ellenberg, the Board voted unanimously to approve the Consent Calendar as amended.

Following the recess after Item No. 14, President Chavez reconvened the meeting at 12:51 p.m. with all members present. On motion of Vice Chairperson Wasserman, seconded by Supervisor Cortese, the Board voted unanimously to reconsider the Consent Calendar.

Supervisor Cortese announced his recusal on Item No. 32.

On motion of Vice Chairperson Wasserman, seconded by Supervisor Ellenberg, the Board voted unanimously to approve the revised Consent Calendar as amended.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED AS AMENDED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Mike Wasserman, Vice President</td>
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<tr>
<td>SECONDER:</td>
<td>Susan Ellenberg, Supervisor</td>
</tr>
<tr>
<td>AYES:</td>
<td>Wasserman, Chavez, Cortese, Ellenberg, Simitian</td>
</tr>
</tbody>
</table>
7. Approve referral to Administration to take all necessary actions to expeditiously allocate $2,000,000 to the Silicon Valley Community Foundation with equal matching funds from the City of San Jose to support the Santa Clara County COVID-19 Coronavirus Regional Response Fund. (Chavez/Cortese) (ID# 100880)

At the request of Supervisor Cortese, the Board directed Administration to appropriately track expenditures where feasible to maximize potential reimbursement from the Federal and State governments.

**7 RESULT:** APPROVED [UNANIMOUS]
**MOVER:** Dave Cortese, Supervisor
**SECONDER:** Cindy Chavez, President
**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

8. Consider recommendations relating to the allocation of $1,000,000 to the Silicon Valley Community Foundation to support the COVID-19 Coronavirus Nonprofit Support Fund, and a temporary increase in indirect rates for all contracted nonprofit organizations. (Cortese/Chavez) (ID# 100886)

Possible action:

a. Approve referral to Administration to take all actions necessary to expeditiously allocate $1,000,000 to the Silicon Valley Community Foundation to support the Santa Clara/San Mateo County COVID-19 Coronavirus Nonprofit Support Fund.

b. Approve referral to Administration to report to the Board of Supervisors on April 7, 2020 with analysis and recommendations related to increasing the indirect rates of all nonprofit contracted agencies for a three-month or other temporary period.

Thirteen individuals addressed the Board.

At the request of Supervisor Cortese, the Board directed Administration to appropriately track expenditures where feasible to maximize potential reimbursement from the Federal and State governments.

**8 RESULT:** APPROVED [UNANIMOUS]
**MOVER:** Dave Cortese, Supervisor
**SECONDER:** Cindy Chavez, President
**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

9. Approve referral to Administration to report to the Board on April 7, 2020 with the necessary actions to immediately allocate $1,000,000 in additional funding to the Santa Clara County Homelessness Prevention System to address the expected increase in at-risk families seeking temporary rent assistance due to the financial impacts of COVID-19. (Ellenberg) (ID# 100884)
9 RESULT: DELETED

10. Approve referral to Administration to report to the Board on May 12, 2020 (or as soon as practicable thereafter) with an update on: The status of the June 13, 2019, Notice of Violation issued to Lehigh Southwest Cement Company for failure to control sedimentation, and failure to comply with approved Reclamation Plan Conditions of Approval. (Simitian) (ID# 100797)

10 RESULT: APPROVED [UNANIMOUS]
MOVER: S. Joseph Simitian, Supervisor
SECONDER: Mike Wasserman, Vice President
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

11. Approve referral to Administration to report to the Board of Supervisors on May 5, 2020 (or as soon as practical thereafter) regarding options for a Community Health Worker program that would provide outreach to the Asian and Pacific Islander (API) community and reduce health disparities, especially for those experiencing significant barriers to receiving healthcare services. (Simitian) (ID# 100905)

One individual addressed the Board.

At the request of President Chavez and Supervisor Simitian, the Board directed Administration to partner with the Office of LGBTQ Affairs and other relevant County offices relating to effective messaging with the API community.

11 RESULT: APPROVED [UNANIMOUS]
MOVER: S. Joseph Simitian, Supervisor
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

12. Receive report from County Executive.

Jeffrey V. Smith, County Executive, provided information relating to the ongoing County response to COVID-19, including intra-County operations and coordination of resources and efforts with other local, state, and federal agencies. Mr. Smith noted challenges facing the County and community and expressed gratitude to the Board, volunteers, and employees, including emergency services personnel.

12 RESULT: RECEIVED

13. Receive report from Public Health Officer relating to COVID-19. (ID# 100930)

Three individuals addressed the Board.
Sara H. Cody, M.D., County Health Officer, provided information relating to COVID-19, including current statistics, importance of and challenges to testing, County priorities, and supportive action.

Ky Le, Director, Office of Supportive Housing, provided information relating to the framework and status of temporary shelters, other supportive activities, and priorities moving forward.

Mr. Smith provided information relating to an historical perspective of pandemics, challenges presented with COVID-19, and the County's local, state, and national leadership role, including the work of Dr. Cody.

Paul Lorenz, Chief Executive Officer, Santa Clara Valley Health and Hospital System, provided information relating to County and individual hospital surge capacity plans.

Supervisor Cortese requested that Administration report to the Board on date uncertain relating to COVID-19 test results, particularly as information becomes available as a result of the March 24, 2020 County Public Health Officer Order that requires laboratories testing for COVID-19 to report all test results, including positive, negative, and inconclusive; and, dashboards for distribution to the public that cross-reference the data for context, including future projections to the extent responsible information can be provided.

Supervisor Ellenberg requested that Administration report to the Board on date uncertain relating to disparities in the volume of testing conducted by the County of Santa Clara and the State of New York.

Supervisor Ellenberg requested that Administration provide an off-agenda report to the Board on date uncertain relating to the Food Task Force, including an overview of operations, capacity, and any unmet needs, including options to address unmet needs; and, messaging relating to volunteer recruitment, including the nature of the work and potential distribution of food within the community, eligibility, and precautionary measures for protecting volunteers.

President Chavez requested that Administration include the Board on distribution of newsletters relating to actions taken to protect the County workforce, and distribute press releases to the Board concurrent with press distribution; and, create a grid that demonstrates the capacity of all hospitals in the County, including the names of organizations with whom the County shares medical supplies.

President Chavez further requested that Administration provide a daily report to the Board relating to food distribution, food distribution center locations, and available resources; and, that Administration report to the Board by March 27, 2020 relating to all contracts to be signed during the shelter-in-place period, and requested that Administration consider contracts with third-party vendors who share the County's goal of preventing the spread of COVID-19.
14. Consider recommendations relating to the Valley Homeless Healthcare Program. (Ambulatory and Community Health Services, Santa Clara Valley Medical Center) (ID# 100758)

Possible action:

a. Approve operational report from Health Resources and Services Administration (HRSA) Project Director.

b. Approve quarterly update on VHHP activities and Homeless Patient and Family Advisory Team.

c. Approve Sliding Fee Discount Program Policy and Fee Schedule for Homeless Patients.

Three individuals addressed the Board.

President Chavez recessed the meeting at 12:35 p.m.

14 RESULT: APPROVED [UNANIMOUS]
MOVER: Susan Ellenberg, Supervisor
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian


Taken out of order after Item No. 6 was reconsidered.

At the request of President Chavez, the Board directed Administration to consider other mechanisms and opportunities to fund the Child Advocacy Center (CAC), particularly ongoing federal funding; provide a work plan and timeline for the CAC, including information relating to challenges or barriers that need to be addressed; and, provide an off-agenda report to the Board as soon as practicable relating to a study of the Office of the District Attorney Victim Services Unit Program Manager position for the Child Advocacy Center.

15 RESULT: RECEIVED [UNANIMOUS]
MOVER: Susan Ellenberg, Supervisor
SECONDER: Dave Cortese, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian
16. Adopt Urgency Ordinance No. NS-9.287 establishing a temporary moratorium on evictions resulting from the Novel Coronavirus (COVID-19) Emergency within Santa Clara County and declaring urgency thereof, to take effect immediately. The adoption of this ordinance is exempt from the California Environmental Quality Act pursuant to Sections 15060(c)(2) and 15378 of the CEQA Guidelines. (Urgency, Vote to waive reading, 4/5 Vote to adopt) (Office of the County Counsel) (ID# 100945)

This Urgency Ordinance imposes a temporary moratorium on evictions in Santa Clara County for non-payment of rent by residential and commercial real property tenants directly impacted by the COVID-19 pandemic and sets forth the facts constituting such urgency.

Sixteen individuals addressed the Board.

At the request of President Chavez, the Board directed County Counsel to collaborate with Administration to translate frequently asked questions regarding temporary moratorium on evictions into multiple languages as soon as possible.

At the request of President Chavez, the Board further directed Administration to determine the feasibility of enabling online dispute resolution services between landlord and tenant, and to consider partnering with the courts for possible mediation resolution if electronic dispute resolution services are not possible.

16 RESULT: ADOPTED [UNANIMOUS]
MOVER: S. Joseph Simitian, Supervisor
SECONDER: Mike Wasserman, Vice President
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

17. Consider recommendations relating to the Revised Fiscal Year 2020-2021 Budget process. (ID# 100889)

Possible action:

a. Approve Administration's recommendation to provide the Board of Supervisors with the Fiscal Year 2020-2021 Recommended Budget no later than June 15, 2020.

b. Approve Administration's recommendation to direct the Clerk of the Board to cancel the Budget Workshop and prepare for an expanded Budget Hearing during the week of August 17, 2020.

c. Approve the Revised Budget-related Request for Information Process.

Supervisor Ellenberg requested that the Board consider setting a cap on the maximum amount of inventory items per district. She further requested that each District submit a list of their top five policy priorities to the Finance and Government Operations Committee (FGOC) for review, and that the FGOC draft a single statement of goals for subsequent Board approval.
Supervisor Simitian requested that County Counsel provide an off-agenda report to the Board on date uncertain providing clarification of the requirements of the County Budget Act and the revisions to the milestone dates in the County’s budget adoption process, including the proposed action to accept the Recommended Budget in June 2020 versus the action to adopt the final budget in August 2020.

President Chavez requested that Administration identify a mechanism for the Board to hold a scaled-down budget hearing prior to June 23, 2020, and schedule a priority setting session in August or September 2020.

<table>
<thead>
<tr>
<th>17 RESULT: APPROVED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER: Susan Ellenberg, Supervisor</td>
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<tr>
<td>SECONDER: Dave Cortese, Supervisor</td>
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<tr>
<td>AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian</td>
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</tbody>
</table>

18. Held from March 10, 2020 (Item No. 44): Consider recommendations relating to leases at 333 and 373 West Julian Street, San Jose for tenant improvements. (Social Services Agency) (ID# 97734)

Possible action:


b. Approve the acquisition of new surveillance cameras for the Julian Street Campus and adopt finding that the benefits of the surveillance technology outweigh the costs pursuant to Section A40-4 of the Santa Clara County Ordinance Code.

c. Approve the Social Service Agency’s existing Surveillance Use Policy for the new surveillance cameras.

d. Approve Fourth Amendment to Lease Agreement with SI 42, LLC relating to providing tenant improvements to the premises located at 333 West Julian Street, increasing the maximum contract amount by $2,057,658 from $167,408,089 to $169,465,747, with no change to the term of the agreement, that has been reviewed and approved by County Counsel as to form and legality.

e. Approve Third Amendment to Agreement with SI 42, LLC relating to providing tenant improvements to the premises located at 373 West Julian Street, increasing the maximum contract amount by $1,677,550 from $167,842,728 to $169,520,278, with no change to the term of the agreement, that has been reviewed and approved by County Counsel as to form and legality.

f. Approve request for Appropriation Modification No. 64 - $3,700,000 transferring funds from the Social Services Agency budget to the Facilities and Fleet Department budget relating to improvement costs at 333 and 373 West Julian Street, San Jose. (4/5 Vote)
g. Approve delegation of authority to the County Executive, or designee, to manage the Leases, including extension options, and negotiation of the final scope and price with the Landlord for the tenant improvements, within the terms of the Lease as approved by the Board of Supervisors, following approval by County Counsel as to form and legality. Delegation of authority shall expire upon the latter of the expiration of the leases or July 31, 2041.

Three individuals addressed the Board.

**18 RESULT:** APPROVED [UNANIMOUS]
**MOVER:** Dave Cortese, Supervisor
**SECONDER:** Susan Ellenberg, Supervisor
**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

19. Consider items previously removed from the Consent Calendar.

See Item Nos. 50 and 55.

20. Announcement prior to recess to closed session.

Two individuals addressed the Board.

James R. Williams, County Counsel, announced that the Board will meet in Closed Session to discuss Item Nos. 1 through 3, as listed on the Closed Session discussion agenda for the March 24, 2020 meeting.

Mr. Williams identified John P. Mills, Director of the Employee Services Agency, as the County's labor negotiations representative for Closed Session Item No. 2.

Mr. Williams asked if any Board Member had a conflict of interest with any item on the Closed Session agenda for which they needed to declare their recusal. No recusals were declared.

**Closed Session**

21. Closed Session Items. (ID# 100940)

The Board recessed to Closed Session at 3:32 p.m.

**Closing**

22. Receive report from County Counsel on legal issues and Closed Session.

President Chavez reconvened the meeting at 4:02 p.m. with all members present.

Mr. Williams stated that there were no reportable actions taken at the March 24, 2020 Closed Session meeting.

**22 RESULT:** RECEIVED
23. Adjourn. (See Item No. 3)

President Chavez adjourned the meeting at 4:03 p.m.

Consent Calendar - Items will be considered under Item No. 6. Items removed from the Consent Calendar will be considered at the end of the regular agenda.

24. Minutes Approval:

   a. Approve minutes of the March 9, 2020 Regular Meeting: Presentations and Closed Session.

   24.a RESULT: APPROVED [UNANIMOUS]
   MOVER: Mike Wasserman, Vice President
   SECONDER: Susan Ellenberg, Supervisor
   AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

   b. Approve minutes of the March 10, 2020 Regular Meeting.

   24.b RESULT: APPROVED [UNANIMOUS]
   MOVER: Mike Wasserman, Vice President
   SECONDER: Susan Ellenberg, Supervisor
   AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Social Services Agency

25. Approve Request for Appropriation Modification No. 169 - $463,194 transferring funds within the Social Services Agency budget, relating to the Educational Opportunity and Attainment program. (ID# 100522)

   25 RESULT: APPROVED [UNANIMOUS]
   MOVER: Mike Wasserman, Vice President
   SECONDER: Susan Ellenberg, Supervisor
   AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

26. Approve delegation of authority to the County Executive, or designee, to submit a Grant Application to Valley Transportation Authority relating to grant funding for Innovative Transit Services Models Competitive Grant Program in the amount of $250,000 for period April 1, 2020 through June 30, 2021. (ID# 100912)

   26 RESULT: APPROVED [UNANIMOUS]
   MOVER: Mike Wasserman, Vice President
   SECONDER: Susan Ellenberg, Supervisor
   AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian
27. Consider recommendations relating to 2011 Realignment programs within the Social Services Agency. (ID# 100354)

Possible action:


b. Approve Request for Appropriation Modification No. 160 - $152,002 increasing revenue and expenditures in the Social Services Agency budget, relating to 2011 Realignment. (4/5 Vote)

27 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

28. Approve delegation of authority to County Executive, or designee, to submit Grant Application to California Health Facilities Financing Authority, relating to grant funding for the Women and Children's Center at Santa Clara Valley Medical Center in the amount of $15,000,000 for period March 24, 2020 to December 31, 2021. (ID# 100662)

28 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

29. Approve Fifth Amendment to Agreement with Accountable Healthcare Staffing, Inc., relating to providing Sexual Assault Response Team staffing services, changing the effective date of the Compensation Fee Schedule from February 1, 2020 to January 1, 2020, with no change to the maximum contract amount, and with no change to the term of the Agreement, that has been reviewed and approved by County Counsel as to form and legality. (ID# 100833)

29 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

30. Approve extension of extra-help hours beyond the current 1,040-hours limitation for the remainder of Fiscal Year 2020 for approximately 300 clinical and support services staff for Santa Clara Valley Medical Center Hospital and Clinics, O'Connor Hospital, and St. Louise Regional Hospital. (ID# 100927)
30 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

31. Consider recommendations relating to an Agreement with California Department of Public Health regarding Core STD Program Management. (ID# 100599)

   Possible action:
   
a. Approve Retroactive Agreement with California Department of Public Health relating to providing Core STD Program Management in an amount not to exceed $739,775 for period July 1, 2019 through June 30, 2024, that has been reviewed and approved by County Counsel as to form and legality.

b. Approve Request for Appropriation Modification No. 177 - $59,015 increasing revenue and expenditures in the Public Health Department budget, relating to funding for Core STD Program Management. (4/5 Vote)

31 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

32. Approve proposed premium rates for the County of Santa Clara employee and retiree medical, dental, and vision plans for the 2020-2021 plan year, subject to final approval of the associated Agreements in May 2020. (ID# 100716)

   Supervisor Cortese recused himself to avoid a financial conflict of interest relating to a real estate interest with Delta Dental.

32 RESULT: APPROVED [4 TO 0]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Ellenberg, Simitian
RECUSED: Cortese

33. Approve proposed premium rates for eligible In-Home Supportive Services Independent Providers for the 2020-2021 plan year, subject to approval of the associated Agreement with Valley Health Plan in May 2020. (ID# 100717)
33 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

34. Consider recommendations from the Employee Services Agency relating to the Communicable Disease Investigator classification series. (ID# 100756)

Possible action:

a. Approve revised job specification for the Communicable Disease Investigator classification.

b. Approve job specification and amend Classification Plan to add the classification of Senior Communicable Disease Investigator.

34 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

35. Adoption of Salary Ordinance No. NS-5.20.98 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees amending the Salary Schedule to increase the salary of the Communicable Disease Investigator by ten percent and to add the classification of Senior Communicable Disease Investigator. (ID# 100757)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

35 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 4/7/2020 9:30 AM
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

36. Adoption of Salary Ordinance No. NS-5.20.99 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting the salaries of unrepresented Confidential Clerical classifications providing for various salary realignments. (ID# 100794)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

36 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 4/7/2020 9:30 AM
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian
37. Approve Agreement with Santa Clara County Engineers and Architects Association, IFPTE Local 21 AFL-CIO (SCCEAA), consistent with the terms of the Summary of Changes. (ID# 100895)

| 37 RESULT: | APPROVED [UNANIMOUS] |
| MOVER:     | Mike Wasserman, Vice President |
| SECONDER:  | Susan Ellenberg, Supervisor |
| AYES:      | Wasserman, Chavez, Cortese, Ellenberg, Simitian |

38. Adoption of Salary Ordinance No. NS-5.20.104 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for employees represented by Santa Clara County Engineers and Architects Association, IFPTE Local 21 AFL-CIO (SCCEAA) providing for a three percent general wage increase, a 1.5 percent realignment for all classifications represented by SCCEAA, and an additional four percent realignment for the classification of Architectural Plans Examiner. (ID# 100896)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

| 38 RESULT: | ADOPTED (PRELIM.) [UNANIMOUS] | Next: 4/7/2020 9:30 AM |
| MOVER:     | Mike Wasserman, Vice President |
| SECONDER:  | Susan Ellenberg, Supervisor |
| AYES:      | Wasserman, Chavez, Cortese, Ellenberg, Simitian |

39. Consider the following meeting attendance reports:

   a. Receive report from Supervisorial District One relating to meetings attended through March 24, 2020. (ID# 100913)

   | 39.a RESULT: | RECEIVED |

   b. Receive report from Supervisorial District Two relating to meetings attended through March 23, 2020. (ID# 100900)

   | 39.b RESULT: | RECEIVED |

   c. Receive report from Supervisorial District Three relating to meetings attended through March 24, 2020. (ID# 100906)

   | 39.c RESULT: | RECEIVED |

   d. Receive report from Supervisorial District Four relating to meetings attended through March 19, 2020. (ID# 100910)

   | 39.d RESULT: | RECEIVED |
e. Receive report from Supervisorial District Five relating to meetings attended through March 16, 2020. (ID# 100887)

**39.e RESULT: RECEIVED**

### Responses to Board Referrals

40. Held from March 10, 2020 (Item No. 36): Receive report relating to establishing a County Contractor Development and Bonding Assistance Program. (Office of the County Executive) (ID# 99582)

Held to date uncertain at the request of Administration.

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<thead>
<tr>
<th>40 RESULT:</th>
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<tr>
<td>MOVER:</td>
<td>Mike Wasserman, Vice President</td>
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<td>SECONDER:</td>
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<td>AYES:</td>
<td>Wasserman, Chavez, Cortese, Ellenberg, Simitian</td>
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41. Held from January 28, 2020 (Item No. 25): Receive report relating to progress on the development and implementation of a Pay Equity Strategic Plan for the County of Santa Clara. (ID# 100618)

Held to April 7, 2020 at the request of President Chavez.

<table>
<thead>
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<th>41 RESULT:</th>
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<tr>
<td>MOVER:</td>
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<td>AYES:</td>
<td>Wasserman, Chavez, Cortese, Ellenberg, Simitian</td>
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42. Under advisement from December 17, 2019 (Item No. 14): Receive report from County Counsel and Administration relating to workplace violence trends within the County of Santa Clara Health System, specifically Santa Clara Valley Medical Center, including Emergency Psychiatric Services and Barbara Arons Pavilion (SCVMC), VMC-O’Connor Hospital, and VMC-St. Louise Regional Hospital. (ID# 100630)

At the request of President Chavez, the Board directed Administration to report to the Board in six months relating to workplace violence trends within the County of Santa Clara Health System, specifically Santa Clara Valley Medical Center, including Emergency Psychiatric Services and Barbara Arons Pavilion (SCVMC), VMC-O’Connor Hospital, and VMC-St. Louise Regional Hospital.

| 42 RESULT: | RECEIVED |

43. Under advisement from October 8, 2019 (Item No. 17): Receive report from the Parks and Recreation Department relating to a proposed trail along the Santa Teresa Foothills. (ID# 100702)

| 43 RESULT: | RECEIVED |
44. Under advisement from March 10, 2020 (Item No. 25): Approve County sponsorship of the San Jose/Silicon Valley National Association for the Advancement of Colored People (NAACP) in the amount of $1,650 from the Office of the County Executive Fiscal Year 2019-2020 Budget, to support the 68th Annual Freedom Awards Gala. (ID# 100808)

44 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

45. Under advisement from March 10, 2020 (Item No. 27): Approve County sponsorship of the Annual Ethiopian Health Awareness Conference hosted by Ethiopian Community Services, Inc., in the amount of $2,990 from the Office of the County Executive Fiscal Year 2019-2020 Budget. (ID# 100811)

45 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

46. Receive report deferring response time of ninety days for items referred to Administration. (ID# 100903)

46 RESULT: RECEIVED

47. The following responses to date certain Board referrals are deferred to date uncertain:

a. Report relating to options for an analysis of system gaps and the feasibility of creating a diagnostic center for Children in Santa Clara County.


c. Report relating to options for implementing and funding 9-1-1 video-based calling and provision of dispatcher training and support.

48. The following responses to date certain Board referrals will be provided off-agenda:

a. Report from Custody Health Services relating to options for a staffing study.

c. Report from Office of Supportive Housing relating to a workplan for school district outreach and tools regarding affordable housing.

**Jail Reform Study Session - Held to Date Uncertain**

49. The Jail Reform Study Session, held from March 10, 2020, will be held to date uncertain.

At the request of President Chavez, the Board directed Administration to schedule the Jail Reform Study Session for September 2020.

a. Receive report from the Office of the County Executive, Office of the Sheriff, and Facilities and Fleet Department relating to the updated status of jail reform efforts.

b. Under advisement from December 17, 2019 (Item No. 30): Receive quarterly report from the Office of the County Executive, Office of Reentry Services, and the Office of the Sheriff relating to an inventory and evaluation of parenting programs and contact visitation in the jails at Elmwood Correctional Complex, Main Jail Complex, and Reentry Resource Center.

c. Under advisement from September 10, 2019 (Item No. 33): Receive report from the Behavioral Health Services Department relating to implementation of Jail Diversion programs.

d. Receive report from the Office of the County Executive relating to the implementation of the Community Awaiting Placement Supervision Program.

**County Executive**

50. Receive report from the Office of Labor Standards Enforcement relating to an update of labor standards enforcement efforts. (ID# 100573)

Removed from the Consent Calendar at the request of President Chavez.

Eight individuals addressed the Board.

50 RESULT: RECEIVED

51. Consider recommendations relating to granting Water Utility Franchise to San Jose Water Company. Resolution # BOS-2020-29 (ID# 100122)

Possible action:

a. Adopt Resolution declaring intent to grant Water Utility Franchise to San Jose Water Company.

b. Authorize the Clerk of the Board to set Tuesday, April 21, 2020, at no earlier than 10:00 a.m., as the date and time for Hearing to consider adoption of Ordinance granting Water Utility Franchise to San Jose Water Company.
51 RESULT:  APPROVED [UNANIMOUS]
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

52. Adopt Resolution authorizing the Registrar of Voters to conduct a Special Mail Ballot Election on May 5, 2020, as requested by the Board of Trustees of the Palo Alto Unified School District. Resolution # BOS-2020-30 (ID# 100580)

Deleted at the request of Administration.

52 RESULT:  DELETED [UNANIMOUS]
MOVER:  Mike Wasserman, Vice President
SECONDER:  Dave Cortese, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

53. Under advisement from September 10, 2019 (Item No. 13): Receive report from the Chief Information Security Officer and the Chief Privacy Officer relating to efforts to improve the security and integrity of elections in Santa Clara County. (ID# 100708)

53 RESULT:  RECEIVED

54. Receive report relating to anticipated Requests for Proposals. (ID# 100823)

54 RESULT:  RECEIVED

Office of Supportive Housing

55. Under advisement from October 8, 2019 (Item No. 23): Consider recommendations relating to establishing a temporary shelter program at the Civic Center. (ID# 99112)

Possible action:

a. Approve Request for Appropriation Modification No. 171 - $2,815,250 transferring funds from the General Fund Contingency Reserve to the Office of Supportive Housing and the Facilities and Fleet Department budgets relating to temporary shelter for homeless people. (4/5 Vote)

b. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate agreement with Amigos de Guadalupe relating to providing a motel shelter program for homeless families with children in an amount not to exceed $2,544,000 and a contract term that starts no earlier than April 1, 2020 and ends no later than September 30, 2022, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2022.
c. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a contract with Amigos de Guadalupe relating to providing supportive services and site operations management at the Civic Center site for unhoused adults in an amount not to exceed $1,226,250 and a contract term that starts no earlier than April 1, 2020 and ends no later than September 30, 2022, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2022.

d. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a contract with Pallet relating to purchase of shelter structures in an amount not to exceed $250,000 and a contract term that starts no earlier than April 1, 2020 and ends no later than March 31, 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on March 31, 2021.

e. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a contract with Project WeHope relating to provision of program hygiene services in an amount not to exceed $440,000 and a contract term that starts no earlier than April 1, 2020 and ends no later than September 30, 2022, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on September 30, 2022.

f. Approve establishment of Capital Project 263-CP20017 "Temporary Shelter at Civic Center."

g. Pursuant to County Ordinance Code section C22-7, grant a waiver of the toilet and bathing facilities requirements in County Ordinance Code section C22-3(7) for the temporary shelter program at the Civic Center after finding that, under the circumstances, compliance with the modified requirements will adequately provide for the health and safety of the shelter residents and the public.

Removed from the Consent Calendar at the request of President Chavez.

Three individuals addressed the Board.

At the request of Supervisor Cortese, the Board directed Administration to report to the Board on date uncertain relating to a program that will provide assistance for individuals without a referral from the Office of Supportive Housing, and further evaluation of the Thompson Court facility in Milpitas as a possible shelter site.

The Board approved the item, excluding certain portions specific to the Civic Center site.

At the request of Supervisor Chavez, the Board directed Administration to proceed with housing homeless families in motels and report to the Board on April 7, 2020 with
options for a less costly temporary shelter for families at the Civic Center, including optional sources of electricity.

| 55 RESULT: | APPROVED AS AMENDED [UNANIMOUS] |
| MOVER: | Cindy Chavez, President |
| SECONDER: | Susan Ellenberg, Supervisor |
| AYES: | Wasserman, Chavez, Cortese, Ellenberg, Simitian |

56. Adopt Resolution extending Shelter Crisis Declaration throughout Santa Clara County. Resolution # BOS-2020-31 (ID# 100627)

| 56 RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Mike Wasserman, Vice President |
| SECONDER: | Susan Ellenberg, Supervisor |
| AYES: | Wasserman, Chavez, Cortese, Ellenberg, Simitian |

57. Adopt Resolution delegating authority to the County Executive, or designee, to negotiate, execute, amend, and/or terminate acceptance of California Department of Housing and Community Development Infill Infrastructure Grant program funds as joint applicant with Eden Housing, Inc., for the 425 Auzerais Apartments affordable housing project, and negotiate, execute, amend and/or deliver a State of California Standard Agreement and any and all other documents required or deemed necessary for the Infill Infrastructure Grant funds, following approval by County Counsel as to form and legality, and approval by the Office of County Executive. Resolution # BOS-2020-26 (ID# 100714)

| 57 RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Mike Wasserman, Vice President |
| SECONDER: | Susan Ellenberg, Supervisor |
| AYES: | Wasserman, Chavez, Cortese, Ellenberg, Simitian |

58. Consider recommendations relating to intent to purchase real property necessary for the long-term preservation of affordable housing located at 3071 Driftwood Drive, San Jose, Assessor's Parcel No. 279-25-012. Resolution # BOS-2020-32 (ID# 100699)

 Possible action:

a. Adopt Resolution of Intention to Purchase Real Property located on 3071 Driftwood Drive, San Jose from Santa Clara County Central Fire District.

b. Authorize the Clerk of the Board to set Tuesday, April 21, 2020, at no earlier than 10:00 a.m. as the date and time to consider acquisition of Real Property.
58 RESULT:  APPROVED [UNANIMOUS]
MOVER:     Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:      Wasserman, Chavez, Cortese, Ellenberg, Simitian

COUNTY COUNSEL

59. Adoption of Salary Ordinance No. NS-5.20.100 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Attorney IV-County Counsel or Attorney III-County Counsel or Attorney II-County Counsel or Attorney I-County Counsel position, one Program Manager II position, and one Senior Paralegal or Paralegal position in the Office of the County Counsel.  (ID# 100713)
   • Introduce, waive reading, and preliminarily adopt on March 24, 2020.
   • Adopt (Final) on April 7, 2020.

59 RESULT:  ADOPTED (PRELIM.) [UNANIMOUS]  Next: 4/7/2020 9:30 AM
MOVER:     Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:      Wasserman, Chavez, Cortese, Ellenberg, Simitian

60. Under advisement from December 17, 2019 (Item Nos. 11 and 12): Adopt Resolution certifying an Environmental Impact Report; adopting a Mitigation Monitoring or Reporting Program; Granting a Use Permit, Cemetery Permit, Architecture and Site Approval, Design Review, Building Site Approval, and Grading Approval; and denying appeals for the Cordoba Center Project at 14045 Monterey Road, San Martin, unincorporated County. (File No. PLN16-2145) Resolution # BOS-2020-33 (ID# 100870)

60 RESULT:  ADOPTED [UNANIMOUS]
MOVER:     Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:      Wasserman, Chavez, Cortese, Ellenberg, Simitian

61. Consider recommendations relating to Compensation Agreement by and among the Successor Agency to the Redevelopment Agency of the City of Santa Clara, the City of Santa Clara, Santa Clara Parking District No. 122, Santa Clara Bridge District No. 01, and each of the affected taxing entities, including the approval of Conditions, Covenants, and Restrictions attached to the Compensation Agreement.  (ID# 100672)
   Possible action:
       a. Approve Compensation Agreement by and among the Successor Agency to the Redevelopment Agency of the City of Santa Clara, the City of Santa Clara, Santa
Clara Parking District No. 122, Santa Clara Bridge District No. 01, and each of the affected taxing entities, including the approval of Conditions, Covenants, and Restrictions attached to the Compensation Agreement, that has been reviewed and approved by County Counsel as to form and legality.

b. Authorize County Counsel to approve non-substantive changes prior to execution, including updating property legal descriptions, as necessary.

**61 RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Mike Wasserman, Vice President

**SECONDER:** Susan Ellenberg, Supervisor

**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

### 62. Consider recommendations relating to Conflict of Interest Codes. (ID# 100914)

Possible action:

a. Approve the Conflict of Interest Code for Alpha Public Schools.

b. Approve the Conflict of Interest Code for Campbell Union High School District.

**62 RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Mike Wasserman, Vice President

**SECONDER:** Susan Ellenberg, Supervisor

**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

### 63. Consider recommendations relating to implementation of a Home Detention Program, as authorized by Penal Code Section 1203.017, to allow releases of appropriate persons serving misdemeanor sentences in the County jails in order to meet a pressing need to reduce the jail population as a means of limiting the spread of Coronavirus Disease 2019 (COVID-19) among the jail population. Resolution # BOS-2020-27 (ID# 100917)

Possible action:

a. Adopt Resolution Ratifying March 12, 2020 Order by the Director of Emergency Services Authorizing the Sheriff to Implement a Home Detention Program Under Penal Code Section 1203.017 Consistent with Public Safety.

b. Approve Program Requirements for Release on Home Detention Program of the Office of the Sheriff, County of Santa Clara, Under California Penal Code Section 1203.017.

**63 RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Mike Wasserman, Vice President

**SECONDER:** Susan Ellenberg, Supervisor

**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian
64. Held from February 25, 2020 (Item No. 60): Adoption of Ordinance No. NS-300.940 adding Section A20-2.1 of Chapter I of Division A20 of the Santa Clara County Ordinance Code relating to Sheriff's Authority to Appoint Reserve Deputy Sheriffs. (ID# 100423)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

This Ordinance grants the Sheriff authority to deputize or appoint reserve or auxiliary deputies.

**64 RESULT:** ADOPTED (PRELIM.) [UNANIMOUS]  Next: 4/7/2020 9:30 AM

**MOVER:** Mike Wasserman, Vice President

**SECONDER:** Susan Ellenberg, Supervisor

**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

### Boards and Commissions

65. Receive announcement of appointments and reappointments by individual Board members to various Boards and Commissions:

a. Supervisor Wasserman: (ID# 100861)
   - i. Appoints RaeAnn L. Ramsey to the Behavioral Health Board, seat number 10.
   - ii. Appoints Nancy Acker to the Health Advisory Commission, seat number 2.

**65.a RESULT:** RECEIVED

66. Approve Board-As-a-Whole appointments and reappointments to various Boards and Commissions:

a. Supervisor Chavez nominates: (ID# 100866)
   - i. Andrew James for appointment to the Re-Entry Network, seat number 25.
   - ii. Anu Perumattam for appointment to the Re-Entry Network as the alternate for seat number 25.

**66.a RESULT:** APPROVED [UNANIMOUS]

**MOVER:** Mike Wasserman, Vice President

**SECONDER:** Susan Ellenberg, Supervisor

**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

b. Supervisor Wasserman nominates: (ID# 100874)
   - i. Dave Shuster for appointment to the Child Abuse Prevention Council, seat number 9.
66.b RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

67. Accept the resignation of Vincent Cabada from the Juvenile Justice Systems Collaborative. (ID# 100778)
67 RESULT: ACCEPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Law and Justice

68. Approve Seventh Amendment to Agreement with Global Tel-Link relating to providing inmate telephone calling services with no change to the maximum contract amount, and extending the agreement for a six-month period through September 30, 2020, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management. (ID# 100103)
68 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

69. Adopt Resolution authorizing the execution and delivery of a facility sublease for and ratifying all previous actions with respect to Santa Clara County Juvenile Project and authorizing certain actions in connection therewith. Resolution # BOS-2020-34 (ID# 100837)
69 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

70. Approve Request for Appropriation Modification No. 174 - $51,177 transferring funds from the General Fund Contingency Reserve to the Office of the District Attorney budget relating to positions for the County Gun Team. (4/5 Vote) (ID# 100719)
70 RESULT: APPROVED [UNANIMOUS]  
MOVER: Mike Wasserman, Vice President  
SECONDER: Susan Ellenberg, Supervisor  
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

71. Adoption of Salary Ordinance No. NS-5.20.101 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Attorney IV-District Attorney or Attorney III-District Attorney or Attorney II-District Attorney or Attorney I-District Attorney position and one Criminal Investigator II or Criminal Investigator I position in the Office of the District Attorney. (ID# 100765)  
   • Introduce, waive reading, and preliminarily adopt on March 24, 2020.  
   • Adopt (Final) on April 7, 2020.

71 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] Next: 4/7/2020 9:30 AM  
MOVER: Mike Wasserman, Vice President  
SECONDER: Susan Ellenberg, Supervisor  
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Finance Agency

72. Approve the revised County of Santa Clara Travel Policy. (ID# 97028)

72 RESULT: APPROVED [UNANIMOUS]  
MOVER: Mike Wasserman, Vice President  
SECONDER: Susan Ellenberg, Supervisor  
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

73. Adopt Resolution authorizing the San Jose-Evergreen Community College District to sell Election of 2016 General Obligation Bonds, Series B (Federally Tax-Exempt) and Series B-1 (Federally Taxable) on its own behalf in an amount not to exceed $425,000,000. Resolution # BOS-2020-35 (ID# 100548)

73 RESULT: ADOPTED [UNANIMOUS]  
MOVER: Mike Wasserman, Vice President  
SECONDER: Susan Ellenberg, Supervisor  
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Commendations and Proclamations

74. Commendations and Proclamations. (See Item No. 4)  
a. Adopt Commendation for Elizabeth Weal in recognition of her outstanding work as founder and Executive Director of Upward Scholars. (Simitian) (ID# 100739)
74.a RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

b. Adopt Commendation for Ronald Roybal as he retires after 33 years of service to
the County of Santa Clara. (Social Services Agency) (ID# 100640)

74.b RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Parks and Recreation Department

75. Under advisement from December 18, 2018 (Item No. 32): Consider
recommendations relating to All-Inclusive Playground Grant (AIPG) Program
Two - Round Two applications. (ID# 100054)

Possible action:

a. Approve AIPG Program Two - Round Two awards to seven projects in a
cumulative amount of $3,828,700.

b. Approve delegations of authority to the County Executive, or designee, to
negotiate, execute, amend, or terminate grant agreements with AIPG Program
Two - Round Two awardees in a cumulative amount not to exceed $3,828,700 with
contract terms of three years that start no earlier than March 24, 2020, and end no
later than three years after the date of full execution, with provision for extension of
up to two years, following approval by County Counsel as to form and legality, and
approval by the Office of the County Executive. Delegation of authority shall
expire on March 23, 2025.

75 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Consumer and Environmental Protection Agency

76. Approve Request for Appropriation Modification No. 176 - $280,000 increasing
expenditures in the Consumer and Environmental Protection Agency budget,
relating to Recycling and Waste Reduction Division. (4/5 Vote) (ID# 100751)
76 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

77. Adopt Resolution delegating authority to the County Executive or designee to submit applications for the Beverage Container Recycling City/County Payment Program and related authorizations, following approval by County Counsel as to form and legality, and approval by the Office of County Executive. Delegation of authority shall expire on March 24, 2025. Resolution # BOS-2020-28 (ID# 100775)

77 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Roads and Airports Department

78. Adopt Resolution requesting the use of radar speed enforcement by California Highway Patrol on North and South Cragmont Avenue, San Jose. Resolution # BOS-2020-37 (ID# 100388)

78 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

79. Adopt Resolution relating to mileage of County highways in Santa Clara County. Resolution # BOS-2020-38 (ID# 100481)

79 RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

80. Consider recommendations relating to Uvas Road and McKean Road pavement rehabilitation projects. (ID# 100549)

Possible action:

a. Approve the Project, adopt plans and specifications, and authorize advertisement of Contract Documents for the Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road, Federal Project Number STPL-5937(219) and direct the Clerk of the Board to open bids on Thursday, April 16, 2020, at 2:00 p.m., in the Office of the Clerk of the Board of Supervisors.
b. Approve the Project, adopt plans and specifications, and authorize advertisement of Contract Documents for the McKean Road Pavement Rehabilitation Project from approximately 0.24 miles south of Harry Road to Casa Loma Road, Federal Project Number STPL-5937(220) and direct the Clerk of the Board to open bids on Thursday, April 16, 2020, at 2:00 p.m., in the Office of the Clerk of the Board of Supervisors.

80 RESULT:  APPROVED [UNANIMOUS]
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

Facilities and Fleet Department

81. Receive report from the Facilities and Fleet Department relating to the Administration's recommendation for charging fees at Electric Vehicle Charging Stations at County Facilities. (ID# 99164)

Held to April 21, 2020 at the request of Supervisor Simitian.

81 RESULT:  HELD [UNANIMOUS]  Next: 4/21/2020 9:30 AM
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

82. Adopt Resolution of the Board of Supervisors of the County of Santa Clara establishing a fee schedule for electric vehicle charging station parking stalls on County property. Resolution # BOS-2020-36 (ID# 100824)

Held to April 21, 2020 at the request of Supervisor Simitian.

82 RESULT:  HELD [UNANIMOUS]  Next: 4/21/2020 9:30 AM
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

83. Adoption of Ordinance No. NS-1004.141 amending Section B12-157.2 of Article 3 of Chapter III of Division B12 of the County of Santa Clara Ordinance Code relating to Electric Vehicle (EV) Charging Stations. (ID# 100825)

• Introduce, waive reading, and preliminarily adopt on March 24, 2020.
• Adopt (Final) on April 7, 2020.

Held to April 21, 2020 at the request of Supervisor Simitian.
83. **RESULT:** HELD [UNANIMOUS]  
**MOVER:** Mike Wasserman, Vice President  
**SECONDER:** Susan Ellenberg, Supervisor  
**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

Next: 4/21/2020 9:30 AM

84. **Approve an increase in the Supplemental Work Allowance (SWA) for the Valley Health Center Gilroy Urgent Care Clinic, Contract No. 18-29, awarded to Dilbeck & Sons, Inc., increasing the SWA by $80,000 from $300,000 to $380,000, for a new total contract encumbrance of $6,594,024.** (ID# 100624)

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Mike Wasserman, Vice President  
**SECONDER:** Susan Ellenberg, Supervisor  
**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

85. **Consider recommendations relating to Bids for the East Wing Building Management System Upgrade Project (Project No. 263-BL19006).** (ID# 100701)

Possible action:

a. Award contract to Syserco, Inc., in the amount of $1,179,950 with a construction time of 180 calendar days.

b. Authorize the County Executive, or designee, as the Owner's Authorized Representative, with authority to issue Change Orders, as necessary, consistent with Public Contract Code section 20142.

c. Ratify Addendum No. 1 to the Bid Documents which modified or clarified the Bid Documents in response to contractor questions.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Mike Wasserman, Vice President  
**SECONDER:** Susan Ellenberg, Supervisor  
**AYES:** Wasserman, Chavez, Cortese, Ellenberg, Simitian

86. **Consider recommendations relating to the Construction Manager at Risk (CMAR) contract for the Valley Medical Center at Bascom Seismic Improvement Project (Project No. 263-CP19020).** (ID# 100613)

Possible action:

a. Award CMAR contract to Stronghold Engineering, Inc., in the amount of $76,089,010, with a contract time of 563 calendar days for the pre-construction phase and 1,768 calendar days for the construction phase.

b. Approve encumbrance of $7,609,000 as Supplemental Work Allowance for a total encumbered amount of $83,698,010.
c. Authorize the County Executive, or designee, as the Owner's Authorized Representative, with authority to issue Contract Modifications and Change Orders, as necessary, consistent with Public Contract Code Section 20142.

d. Approve delegation of authority to the County Executive, or designee, to execute a Change Order for a Final Guaranteed Maximum Price after subcontractor bidding has been completed by the CMAR.

e. Ratify Addenda No. 1 and 2 to the Bid Documents, which modified or clarified the Bid Documents in response to contractor questions.

86 RESULT:  APPROVED [UNANIMOUS]
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

87. Accept Project as complete and authorize the Clerk of the Board to execute Notice of Completion of Contract and Acceptance of Work on Contract No. 18-1, DTAC Building Renovation, Project No. 263-CP16030. Contractor - D.L. Falk Construction, Inc.  (ID# 100568)

87 RESULT:  APPROVED [UNANIMOUS]
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

88. Consider recommendations relating to Revenue Lease Agreement with Silicon Valley Medical Development, LLC.  (ID# 100504)

Possible action:

a. Approve First Amendment to Revenue Lease Agreement with Silicon Valley Medical Development, LLC relating to leasing County-owned real property located at 18550 De Paul Drive, Morgan Hill, Suite 207, increasing the maximum contract amount by $30,861 from $61,722 to $92,583, and extending the agreement for a six-month period through September 30, 2020, that has been reviewed and approved by County Counsel as to form and legality.

b. Approve First Amendment to Revenue Lease Agreement with Silicon Valley Medical Development, LLC relating to leasing County-owned real property located at 18550 De Paul Drive, Morgan Hill, Suite 208, increasing the maximum contract amount by $36,007 from $72,014 to $108,021, and extending the agreement for a six-month period through September 30, 2020, that has been reviewed and approved by County Counsel as to form and legality.

c. Authorize the County Executive, or designee, to manage the Leases, including extension options, within the terms of each Lease approved by the Board of Supervisors, through the expiration of each Lease or December 31, 2021.
88 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

89. Consider recommendations relating to Professional Services Agreement (PSA) with URS Corporation Americas. (ID# 100228)

Possible action:

a. Approve Twelfth Amendment to PSA with URS Corporation Americas relating to providing civil, geotechnical, and soils engineering services, increasing the maximum contract amount by $500,000 from $3,131,000 to $3,631,000 and extending the agreement for a 48-month period through December 30, 2025 that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.

b. Authorize the County Executive or designee, to be the Owner's Authorized Representative to negotiate, execute, amend, terminate, and take all necessary or advisable actions relating to this PSA for the completion of any Project Agreements for services during the term of the PSA, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 30, 2021.

89 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

Central Fire Protection District

90. Approve amendment to Santa Clara County Central Fire Protection District Personnel Rules and Regulations, Policy 108 - Employment Lists and Appointments. (ID# 100784)

The Board of Supervisors, sitting as the Governing Board of the Central Fire Protection District, took the following action:

90 RESULT: APPROVED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian
91. Adoption of Salary Ordinance No. CFPD-2020-4 amending Santa Clara County Central Fire Protection District Salary Ordinance No. CFPD-2020-1 adding the classification of Firefighter – Voluntary Reduced Rank before July 31, 2020; and deleting 165 Firefighter/Engineer or Firefighter or Firefighter Trainee positions and adding 165 Firefighter/Engineer or Firefighter or Firefighter – Voluntary Reduced Rank before July 31, 2020 or Firefighter Trainee positions. (ID# 100785)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

The Board of Supervisors, sitting as the Governing Board of the Central Fire Protection District, took the following action:

| 91 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] | Next: 4/7/2020 9:30 AM |
| MOVER: Mike Wasserman, Vice President |
| SECONDER: Susan Ellenberg, Supervisor |
| AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian |

South Santa Clara County Fire District

92. Adoption of Ordinance No. SoSCCFD-2020.1 amending Division A of the South Santa Clara County Fire District Ordinance Code adopting by reference Division B7 of the County of Santa Clara Ordinance Code, as recently amended, with certain amendments to address location conditions, as the District Fire Code. (ID# 100350)

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

This Ordinance adopts by reference Division 87 of the County of Santa Clara Ordinance Code ("County Fire Code") as recently amended.

The Board of Supervisors, sitting as the Governing Board of the South Santa Clara County Fire District, took the following action:

| 92 RESULT: ADOPTED (PRELIM.) [UNANIMOUS] | Next: 4/7/2020 9:30 AM |
| MOVER: Mike Wasserman, Vice President |
| SECONDER: Susan Ellenberg, Supervisor |
| AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian |
Final Adoption of Ordinances

93. Adoption of Salary Ordinance No. NS-5.20.72 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Program Manager II position, one Senior Training and Staff Development Specialist or Training and Staff Development Specialist position, and one Training and Staff Development Specialist or Associate Training and Staff Development Specialist II or Associate Training and Staff Development Specialist I position in the Office of the County Executive. (ID# 99988)

- Introduce, waive reading, and preliminarily adopt on March 10, 2020.
- Adopt (Final) on March 24, 2020.

Deleted at the request of Administration.

93 RESULT: DELETED [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

94. Adoption of Salary Ordinance No. NS-5.20.95 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Recording Division Supervisor I position and one Supervising Recordable Document Technician position, adding one Clerk-Recorder Office Specialist III or Clerk-Recorder Office Specialist II position and one Clerk-Recorder Supervisor position in the County Clerk-Recorder, and amending the Salary Schedule to abolish the classifications of Recording Division Supervisor I, Recording Division Supervisor II, and Supervising Recordable Document Technician. (ID# 100389)

- Introduce, waive reading, and preliminarily adopt on March 10, 2020.
- Adopt (Final) on March 24, 2020.

94 RESULT: ADOPTED (FINAL) [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

95. Adoption of Salary Ordinance No. NS-5.20.96 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Human Resources Assistant II or Human Resources Assistant I position in the County Library District and adding one Senior Human Resources Assistant or Human Resources Assistant II or Human Resources Assistant I position in the Employee Services Agency. (ID# 100636)

- Introduce, waive reading, and preliminarily adopt on March 10, 2020.
- Adopt (Final) on March 24, 2020.
95 RESULT: ADOPTED (FINAL) [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

96. Adoption of Salary Ordinance No. NS-5.20.97 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for classifications represented by Service Employees International Union, Local 521, excluding those classifications tied to other bargaining units, providing for two three-percent general wage increases and various salary realignments. (ID# 100697)
   • Introduce, waive reading, and preliminarily adopt on March 10, 2020.
   • Adopt (Final) on March 24, 2020.

96 RESULT: ADOPTED (FINAL) [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

97. Adoption of Ordinance No. NS-300.941 amending Chapter XIV of Division A6 of the Santa Clara County Ordinance Code relating to the County of Santa Clara-Province of Florence, Italy, Sister-County Commission. (ID# 100659)
   • Introduce, waive reading, and preliminarily adopt on March 10, 2020.
   • Adopt (Final) on March 24, 2020.

This Ordinance updates provisions concerning the County of Santa Clara-Province of Florence, Italy, Sister County Commission, updating the title of the Commission and clarifying language relating to reappointments, attendance, meeting schedule, and finances.

97 RESULT: ADOPTED (FINAL) [UNANIMOUS]
MOVER: Mike Wasserman, Vice President
SECONDER: Susan Ellenberg, Supervisor
AYES: Wasserman, Chavez, Cortese, Ellenberg, Simitian

98. Adoption of Ordinance No. NS-1014.44 amending section B12-36 of article 2 of chapter II of division B12 of the County of Santa Clara ordinance code relating to forty miles-per-hour speed limit zones. (ID# 100344)
   • Introduce, waive reading, and preliminarily adopt on March 10, 2020.
   • Adopt (Final) on March 24, 2020.

This Ordinance designates a portion of Palm Avenue between Monterey Road and the Coyote Valley Open Space Preserve Entrance as a 40 miles-per-hour speed zone.
98 RESULT:  ADOPTED (FINAL) [UNANIMOUS]
MOVER:  Mike Wasserman, Vice President
SECONDER:  Susan Ellenberg, Supervisor
AYES:  Wasserman, Chavez, Cortese, Ellenberg, Simitian

_______________________________
Cindy Chavez, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

_______________________________
Megan Doyle, Clerk
Board of Supervisors
(pd/fs/ng)
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Robert Menicocci, Social Services Agency Director
SUBJECT: First Amendment - Alum Rock Counseling Center - Parent Advocate Services

RECOMMENDED ACTION
Approve First Amendment to Agreement with Alum Rock Counseling Center relating to providing Parent Advocate Services increasing the maximum contract amount by $70,050 from $280,198 to $350,248 with no change to the term of the Agreement, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS
There is no negative impact to the County General Fund as a result of the Recommended Action. The funding for the Recommended Action is included in the Agency’s Fiscal Year (FY) 2019-2020 Adopted Budget. No additional revenue or expenditure appropriation is needed.

CONTRACT HISTORY
On November 15, 2018, the Social Services Agency (SSA) released a Request for Proposal (RFP) for Parent Advocate Services (RFP-SSA-FY19-0011). Alum Rock Counseling Center was selected for the contract award.

On May 21, 2019, the Board of Supervisors (Board) approved the original Agreement between SSA and Alum Rock Counseling Center for the provision of Parent Advocate Services in the amount of $280,198 for period July 1, 2019, to June 30, 2020, with the option of four additional one-year terms.

REASONS FOR RECOMMENDATION
The mission of SSA is to provide resources and opportunities in a culturally responsive manner to enhance the quality of life in our community by protecting, educating, and empowering individuals and families. In alignment with this mission, Parent Advocate Services provides individualized advocacy and mentoring to support parents in family reunification and family maintenance to foster hope during an often overwhelming, painful, and confusing process.
In accordance with Board Policy 5.3.5.1, the Board is the only body with the authority to enter into contracts and issue solicitations on behalf of the County, unless contracting authority has been specifically delegated to someone other than the Board pursuant to State law, County Ordinance Code, resolution or express action of the Board.

SSA is requesting approval of the First Amendment to this Agreement with Alum Rock Counseling Center to provide Parent Advocate Services. This Amendment will increase the maximum contract amount by $70,050 from $280,198 to $350,248 with no change to the term of the Agreement.

**CHILD IMPACT**

The recommended action will have a positive impact on the Safe and Stable Families indicator by providing a Parent Advocate to parents struggling with the child welfare system.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

Parent Advocate Services provides support and information to parents, to help them understand the child welfare system and cope with crises concerning child abuse and neglect. Having successfully navigated the Department of Family and Children’s Services (DFCS) Child Welfare System, the Parent Advocate Services provides individualized advocacy mentoring for families while they are receiving child welfare services, both in family reunification and family maintenance.

Parent Advocates support parents by serving as advocates and mentors to families dealing with family disruption and turmoil. Working collaboratively with the family’s social worker, they assess families for referrals to community resources and programs, assist the families in accessing services by providing transportation and linguistic services, and support parents during transition of children back into the home. Contract provisions extend services for a maximum of 18 months.

**CONSEQUENCES OF NEGATIVE ACTION**

The Department of Family Children Services will not amend the contract to provide individualized advocacy and mentoring to support parents in family reunification and family maintenance through Parent Advocate Services.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board will notify Jorge Montes, Alana Rainville, and Nancy Tran from the SSA following the processing of the legislative file.

**LINKS:**

- Linked To: 96091 : 96091
ATTACHMENTS:

- FY2020-1 - Alum Rock Counseling Center - Parent Advocate Services (PDF)
FIRST AMENDMENT TO THE CONTRACT BETWEEN THE COUNTY OF SANTA CLARA AND ALUM ROCK COUNSELING CENTER

This is the First Amendment to the Contract between the County of Santa Clara (COUNTY) and Alum Rock Counseling Center (CONTRACTOR) entered into on July 1, 2019, for the provision of Parent Advocate Services. The original contract was approved by the Board on May 21, 2019.

This Contract is amended as follows:
Effective April 7, 2020, the parties agree to comply with the provisions contained in the following exhibits, which are attached hereto and made a part of the Contract.

1. Replace Article IV, #14. COUNTY DATA AND COUNTY CONFIDENTIAL INFORMATION, which is attached hereto and incorporated herein by this reference.
2. Replace Exhibit A: Program Provisions with Exhibit A-1: Program Provisions, which is attached hereto and incorporated by this reference.
3. Replace Exhibit B: Work Plan – Logic Model with Exhibit B-1: Work Plan – Logic Model, which is attached hereto and incorporated by this reference.
4. Replace Exhibit C: Budget with Exhibit C-1: Budget, which is attached hereto and incorporated herein by this reference.
5. Replace Exhibit D: Scope of Service – Staffing with Exhibit D-1: Scope of Service, which is attached hereto and incorporated herein by this reference.

All other terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the original Contract and this Amendment, this Amendment controls.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR hereby agree to the terms of this Amendment to the Contract.

COUNTY OF SANTA CLARA

____________________________________
Cindy Chavez
President, Board of Supervisors
Date: __________

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

CONTRACTOR

____________________________________
Steve Eckert, Chief Executive Officer
Alum Rock Counseling Center
Date: __________

ATTEST:

____________________________________
Megan Doyle
Clerk of the Board of Supervisors
Date: __________

APPROVED AS TO FORM AND LEGALITY

____________________________________
Javier Serrano
Deputy County Counsel
Date: __________
Contract General Terms and Conditions

Article IV
Statutes, Regulations, and Policies

14. COUNTY DATA & COUNTY CONFIDENTIAL INFORMATION

a. “County Confidential Information” shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

b. “County Data” shall mean data and information received by CONTRACTOR from the County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between CONTRACTOR and County, all County Data shall remain the property of the County.

c. CONTRACTOR shall not acquire any ownership interest in the County Data or County Confidential Information. CONTRACTOR shall not, without the County’s written permission consent, use or disclose the County Data other than in performance of its obligations under this MOU.

d. CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data; protect against any anticipated threats or hazards to the security or integrity of County Data, protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to the County or any end user. Upon termination or expiration of this Agreement, Contractor shall seek and follow County’s direction regarding the proper disposition of County Data and County Confidential Information.

e. CONTRACTOR shall take appropriate action to address any incident or unauthorized access to County Data, including addressing and/or remedying the issue that result in such unauthorized access, notifying the County as soon as possible, and no later than 24 hours, of any incident of unauthorized access to County Data, or any other breach in CONTRACTOR’s security that materially affects the County or end uses; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions herein. Upon discovering any breach or incident that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-team@sccconnect.onmicrosoft.com within 24 hours. Contractor shall also comply with all of its other obligations in this Agreement. Should confidential and/or legally protected County Data be divulged to unauthorized third parties, CONTRACTOR shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code Sections 1798.29 and 1798.82 at
CONTRACTOR’s sole expense (if applicable). CONTRACTOR shall not charge the County for any expense associated with CONTRACTOR’s compliance with the obligations set forth in this section.

f. CONTRACTOR must require its employees and all persons performing services at its direction to comply with all applicable privacy laws and regulations, including but not limited to the provisions of Sections 827 and 10850 et seq. of the Welfare and Institutions Code (WIC) and California Department of Social Services (CDSS) Manual of Policies and Procedures, Division 19 Regulations.

g. Upon the disclosure of confidential information, inadvertent or otherwise, the COUNTY may terminate this MOU immediately and take legal action against CONTRACTOR. Any person who knowingly and intentionally violates the provisions Stated above is guilty of a misdemeanor and the COUNTY intends to prosecute such violators to the full extent of the law.

h. CONTRACTOR will inform all employees, agents, officers, and all persons performing services at its direction of the above provisions. All provisions of Article IV, Section 4 survive the termination of this MOU.
CONTRACTOR: Alum Rock Counseling Center

PROGRAM/PROJECT NAME: Parent Advocate Services

1. SCOPE OF WORK
CONTRACTOR will provide Parent Advocate Services to support parents in family reunification and family maintenance. CONTRACTOR will assign a Parent Advocate to clients referred from the Department of Family and Children's Services (DFCS). Parent Advocates must meet the qualifications listed in this contract. Clients may receive services for a maximum of 18 months. Exhibit B-1: Work Plan – Logic Model and Exhibit D-1: Scope of Service included with this Contract provides additional information and data pertaining to program activities and services, program goals, outcomes, and performance measures.

2. DELIVERABLES
a. Invoices
CONTRACTOR will submit invoices in a format approved by COUNTY and as outlined in Section 6 of this Exhibit. Invoices must be signed by the CONTRACTOR.

If CONTRACTOR does not provide any services for any month(s) during the term of this Contract, CONTRACTOR will submit a zero claim on the COUNTY’s designated invoice form.

b. SSA Outcome Measurement Reporting
CONTRACTOR will submit a quarterly report as outlined in Section 7 of this Exhibit and Exhibit B-1: Work Plan – Logic Model.

3. TERM OF CONTRACT
The term begins on July 1, 2019, and expires on June 30, 2020, unless terminated earlier or otherwise amended; with four one-year extension options.

4. MAXIMUM FINANCIAL OBLIGATION
COUNTY will reimburse CONTRACTOR actual allowable expenditures subject to the provisions of this Contract, for a total not to exceed $350,248 for Fiscal Year 2020.

5. BUDGET CONTINGENCY
This Contract is contingent upon the appropriation of sufficient funding by the County for the services covered by this Contract. Notwithstanding the termination provisions set forth herein, if funding is reduced or depleted by the County for services covered by this Contract, the County has the option to either terminate this Contract without notice (except that necessary to transition clients in the discretion of the County) and with no liability occurring to the County, or to offer an amendment to this Contract indicating the reduced amount.
6. **COMPENSATION TO CONTRACTOR**
   
a. **Cost Reimbursement Contract**
   
   CONTRACTOR will be reimbursed by COUNTY for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services as specified in this contract. These costs will also be in accordance with current cost principles and with all other requirements of this contract:
   
   1. For Non-Profit Agencies, OMB Circular A-122.
   2. For Local Governments, OMB Circular A-87.
   
   (i) If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same will be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR will have no claim whatsoever against COUNTY.
   
b. **Cost Reimbursement Claim**
   
   CONTRACTOR must submit to COUNTY a cost reimbursement claim in a form approved by COUNTY, by the tenth (10th) working day of each month for services performed during the preceding month.
   
   (i) Prior to submittal, cost reimbursement claims must be certified and signed by a responsible officer of CONTRACTOR with authority to certify that the information submitted by CONTRACTOR is accurate and CONTRACTOR is entitled to payment under the terms of the contract. COUNTY may rely on said certification in making payment, but this payment will not constitute a waiver of any of COUNTY’s legal rights or objections.
   
   (ii) If the cost reimbursement claim is in proper form and the items billed are payable under this contract, COUNTY will make payment to CONTRACTOR within twenty-one (21) working days after receipt of the cost reimbursement claim.
   
   (iii) COUNTY will not be required to make payment if the amount claimed is not in accordance with the provisions of this contract. All payments under this contract will be made directly to CONTRACTOR as a corporate entity. Under no circumstances will COUNTY be required to make payments in any amount pursuant to this contract to any other parties, including individual employees or creditors of CONTRACTOR.
   
   (iv) COUNTY is not obligated to reimburse CONTRACTOR for any expenditure not reported to COUNTY within sixty (60) calendar days after the end of the last month of the contract term.
   
7. **OUTCOME MEASUREMENT REPORTING**
   
   This contract requires SSA’s performance and outcome measurement reporting in order to demonstrate the impact of services on client populations. CONTRACTOR shall monitor, measure and report on the service outputs and outcomes outlined in
Exhibit A-1: Program Provisions

Exhibit B-1: Work Plan – Logic Model.

CONTRACTOR must submit to COUNTY a quarterly report using the form provided by the COUNTY. Instructions and training to complete the form can be found on https://www.sccgov.org/sites/ssa/dfcs/Pages/partners_training.aspx.

CONTRACTOR must submit the report by the tenth (10th) working day after each quarter for services performed during the preceding quarter.

Quarterly Program Reports

CONTRACTOR will submit Quarterly Program Reports no later than the following dates:

1. October 15, 2019
2. January 15, 2020
3. April 15, 2020
4. July 15, 2020

8. SERVICE PROVIDED
   a. CONTRACTOR must inform COUNTY of services and activities performed under this Contract and accept appropriately referred clients from the COUNTY for contract services as part of CONTRACTOR’s client base.
   
   b. CONTRACTOR must coordinate services with other organizations providing similar services in order to foster community cooperation and avoid unnecessary duplication of services.

9. CONTRACT REPRESENTATIVES
   a. CONTRACTOR designates Steve Eckert, Chief Executive Officer, as CONTRACTOR’s representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above named person has the primary authority and responsibility to carry out this Contract.
   
   b. COUNTY designates the Director of Social Services Agency, or designee, as its representative for the purpose of managing the services performed pursuant to this Contract.

10. NOTICES
    All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States Postal Service, postage prepaid with return receipt requested and addressed as follows:

    a. To COUNTY:
       Social Services Agency
       Office of Contracts Management
       333 West Julian Street
       San Jose, California 95110-2335
b. To CONTRACTOR: Alum Rock Counseling Center  
Steve Eckert, Chief Executive Officer  
777 N. First Street, Suite 444  
San Jose, CA 95112

11. **COUNTY’S CONTRACT TRANSITION PROCESS**  
CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles.
## Logic Model - Parent Advocate Services

**A. Contract Goal:**
Parent Advocates will provide crisis and on-going, time limited, support and information to DFCS referred clients; Parent Advocates will help parents as they navigate through the child welfare system.

### B. Situation
Placement stability and safety of children in the care of the parent(s) should be improved by providing the parent(s) with services designed to assist them in their reunification efforts. With Parent Advocate support the parent(s) should increase understanding of various assessments and case planned activities, attending support groups, providing mentoring services, and providing referrals to community programs.

### C. Activities/Services
- **Intake (Consents, Agreement to Services, & Review of Court Ordered Plan):**
  - 150 Clients
  - 150 Sessions

- **Individual Service Plan:**
  - 113 Clients
  - 113 Sessions

- **Case Management, Case Plan Support, Linkage and Referrals:**
  - 113 Clients
  - 2,700 Sessions

- **Child Family Team Meetings & Social Worker support meetings:**
  - 113 Clients
  - 226 Sessions

### D. Output

<table>
<thead>
<tr>
<th>D1. # of unduplicated clients/families served per FY</th>
<th>D2. # of Outputs per FY</th>
<th>D3. Output</th>
</tr>
</thead>
<tbody>
<tr>
<td>150 Clients</td>
<td>150 Sessions</td>
<td></td>
</tr>
<tr>
<td>113 Clients</td>
<td>113 Sessions</td>
<td></td>
</tr>
<tr>
<td>113 Clients</td>
<td>2,700 Sessions</td>
<td></td>
</tr>
<tr>
<td>113 Clients</td>
<td>226 Sessions</td>
<td></td>
</tr>
</tbody>
</table>

### E. Short/Long Term Outcome Measures

- **75% of clients who accept services will be enrolled within 14 days of receipt of referral from DFCS Contract Monitor.**
- **75% of clients who discharge from the program will report on the Parent Advocate Supplemental Questionnaire agreement in having the ability to navigate and access resources as a result of participation in the program.**
- **75% of clients who discharge from the program report on the Parent Advocate Supplemental Questionnaire agreement in having the tools and resources to maintain their child’s safety and prevent re-entry to DFCS as a result of participation in the program.**
- **60% of clients will successfully complete the program by reunifying with the families by program completion.**
**Agency Name:** Alum Rock Counseling Center  
**Contract Period:** July 1, 2019 - June 30, 2020  
**Project Name:** Parent Advocate Services

<table>
<thead>
<tr>
<th>Source of Funds</th>
<th>FY19-20 Amount</th>
<th>% of Total Funding</th>
<th>Commitment Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Services Agency (SSA)*</td>
<td>$350,248</td>
<td>100%</td>
<td>1</td>
</tr>
<tr>
<td>Other Funding Sources:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>0%</td>
<td>0%</td>
<td>0</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>0%</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Funding Resources</strong></td>
<td>$350,248</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

**Commitment Code**

1. Firm Commitment-Already have an agreement or letter confirming funding  
2. Anticipated Renewal of Existing Funding-Continuation of current year funding  
3. Anticipated Resource-Projection of previous fees or donations  
4. Application Pending-Application has been submitted, no confirmation at this time  
5. Pre-Application-Not yet submitted and expect funding

* The SSA line in FY 19-20 Amount, Column "B" should equal the Grand Total of Column "B" in the Budget Detail.  
** The Total Funding Resources in Column "B" should equal the Grand Total of Column "D" in the Budget Detail.
## Agency Name: Alum Rock Counseling Center

## Contract Period: July 1, 2019 - June 30, 2020

## Project Name: Parent Advocate Services

<table>
<thead>
<tr>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff Name and Job Title</strong></td>
<td><strong>Annual Salary</strong></td>
<td><strong>% of Time Allocated to this Contract</strong></td>
<td><strong>Number of Months</strong></td>
</tr>
<tr>
<td>Staff 1- 1.0 FTE Parent Advocate</td>
<td>$52,097</td>
<td>100.00%</td>
<td>12</td>
</tr>
<tr>
<td>Staff 2- 1.0 FTE Parent Advocate</td>
<td>$51,846</td>
<td>100.00%</td>
<td>12</td>
</tr>
<tr>
<td>Staff 3- 0.60 FTE Parent Advocate</td>
<td>$52,098</td>
<td>60.00%</td>
<td>12</td>
</tr>
<tr>
<td>Staff 4- 0.63 FTE Parent Advocate</td>
<td>$47,934</td>
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<tr>
<td>Staff 5 - 0.50 FTE Parent Advocate</td>
<td>$47,934</td>
<td>50.00%</td>
<td>6</td>
</tr>
<tr>
<td>Staff 6 - 0.25 FTE Associate Director</td>
<td>$80,000</td>
<td>25.00%</td>
<td>12</td>
</tr>
<tr>
<td>Staff 7- 0.05 FTE Chief Program Officer</td>
<td>$125,000</td>
<td>5.00%</td>
<td>12</td>
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<tr>
<td>Staff 8 - 0.05 FTE Intake and Billing Coordinator</td>
<td>$46,881</td>
<td>5.00%</td>
<td>12</td>
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<tr>
<td>Staff 9- 0.05 FTE Outcomes and Eval Manager</td>
<td>$80,156</td>
<td>5.00%</td>
<td>12</td>
</tr>
<tr>
<td>Staff 10- 0.05 FTE QA Director</td>
<td>$111,280.00</td>
<td>5.00%</td>
<td>12</td>
</tr>
<tr>
<td>Staff 11- 0.05 FTE- Clinical Director</td>
<td>$107,037.00</td>
<td>5.00%</td>
<td>12</td>
</tr>
</tbody>
</table>

**Total** | **$220,919**

*Total Salary Allocated to this Contract should equal the Salaries line in Contract Amount, Column "B" of the Budget Detail.

If there are any staffing changes during the contract term, contractor must submit to the County a revised "Staffing Salary". If the staffing change impacts any budget line items, Contractor must also submit to the County a revised budget request form. (Refer to Contract Program Provision Adjustment to Exhibit C-1: Budget)
Agency Name: Alum Rock Counseling Center  
Contract Period: July 1, 2019 - June 30, 2020  
Project Name: Parent Advocate Services

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Direct Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel Costs</td>
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<td></td>
<td></td>
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<tr>
<td>Salaries</td>
<td>$220,919</td>
<td>$220,919</td>
<td>$220,919</td>
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<tr>
<td>Payroll Taxes</td>
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<tr>
<td>Employee Benefits</td>
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<tr>
<td><strong>Subtotal Personnel Costs</strong></td>
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<tr>
<td><strong>Operating Expenses</strong></td>
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<td></td>
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<tr>
<td>Professional Fees</td>
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<td>$4,928</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Telephone</td>
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<td>$2,126</td>
</tr>
<tr>
<td>Travel &amp; Transportation</td>
<td>$6,000</td>
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<td>$6,000</td>
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<tr>
<td>Conferences &amp; Meetings</td>
<td>$919</td>
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<td>$919</td>
</tr>
<tr>
<td>Training</td>
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<td>$400</td>
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<tr>
<td>Insurance</td>
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<td>$1,897</td>
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<tr>
<td>Occupancy</td>
<td>$1,404</td>
<td></td>
<td>$1,404</td>
</tr>
<tr>
<td>Equipment rental</td>
<td>$939</td>
<td>$939</td>
<td>$939</td>
</tr>
<tr>
<td>Dues, Fees and Subscription</td>
<td>$1,383</td>
<td>$ -</td>
<td>$1,383</td>
</tr>
<tr>
<td><strong>Subtotal Operating Expenses</strong></td>
<td>$23,996</td>
<td>$ -</td>
<td>$23,996</td>
</tr>
<tr>
<td><strong>Indirect Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Overhead</td>
<td>$45,684</td>
<td>$ -</td>
<td>$45,684</td>
</tr>
<tr>
<td><strong>Subtotal Indirect Costs</strong></td>
<td>$45,684</td>
<td>$ -</td>
<td>$45,684</td>
</tr>
<tr>
<td><strong>Grand Total</strong>**</td>
<td>$350,248</td>
<td>$ -</td>
<td>$350,248</td>
</tr>
</tbody>
</table>

*Direct Costs* are those costs for activities or services that benefit “specific projects” and are usually charged directly to projects on an item-by-item basis.

**These expense accounts are examples only. Vendors are not required to use these.

***Indirect Costs** are costs incurred for a common or joint purpose benefiting more than one cost objective and are not readily identified with a particular grant, contract, project function or activity. Enter only total amount under the Administrative Overhead.

****The Grand Total for Column "D" should equal Total Funding Resources of Column "B" in the Resource Table.

If there are any budget changes in certain line item expenses during the course of FY, contractor must submit to the County a budget revision request form.
Table: Personnel Costs Narrative

<table>
<thead>
<tr>
<th>Personnel Costs</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>Salaries are listed for each position. Unless otherwise indicated, each staff position represents 1.00 FTE. The program will operate with five Parent Advocates Staff (3.73 FTE) and an Associate Director (.25FTE). The program will be supported by a Chief Program Officer (.05FTE), an Intake and Billing Coordinator (0.05 FTE), an Outcomes Manager (.05 FTE), a QA Director (0.05FTE), and a Clinical Director (0.05FTE).</td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>Payroll taxes for salaries to include Social Security tax, Medicare tax and Federal and State Unemployment tax withholdings. Payroll taxes are estimated at 9% of salaries.</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>Benefits for full-time employees to include Group Health Insurance, 403b and Workers’ Compensation. Benefits are estimated at 18% of salaries.</td>
</tr>
</tbody>
</table>

Table: Operating Expenses

<table>
<thead>
<tr>
<th>Operating Expenses</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Fees</td>
<td>Cost represents 3.66% of agency cost to outside services provided in various areas such as information technology, audit, etc. are allocated to all departments.</td>
</tr>
<tr>
<td>Supplies</td>
<td>Cost of program specific items such as workbooks, materials, videos/DVDs and other resources are directly charged to the program.</td>
</tr>
<tr>
<td>Telephone</td>
<td>All personnel are equipped with a mobile phone and all necessary accessories. Costs represents 3.66% of agency cost as allocated to all departments relative to the employee count in each department.</td>
</tr>
<tr>
<td>Travel &amp; Transportation</td>
<td>Mileage reimbursement is paid at the prevailing federal rate to staff supporting program or program related activities. Costs include staff travel throughout the community and necessary transportation of children or their family by a staff member in accordance with Exhibit D: County Travel Policy.</td>
</tr>
<tr>
<td>Conferences &amp; Meetings</td>
<td>Cost represents 3.66% of conferences and meetings are allocated to all departments relative to the employee count in each department.</td>
</tr>
<tr>
<td>Training</td>
<td>Cost of any outside training chosen that ARCC cannot provide internally.</td>
</tr>
<tr>
<td>Insurance</td>
<td>Cost represents 3.66% of the cost of liability insurance that is required contractually and represent property damage, auto liability, D&amp;O insurance, sexual misconduct, crime, professional liability and excess liability at the limits required. Costs are allocated to all departments relative to the employee count in each department.</td>
</tr>
<tr>
<td>Occupancy</td>
<td>Amount represent 3.66% of the cost of rent for the director in the 1245 Site.</td>
</tr>
<tr>
<td>Equipment rental</td>
<td>Cost represents 3.66% of equipment rental are allocated to all departments relative to the employee count in each department.</td>
</tr>
<tr>
<td>Dues, Fees and Subscription</td>
<td>Cost represents 3.66% of dues, fees and subscription are allocated to all departments relative to the employee count in each department.</td>
</tr>
</tbody>
</table>

Table: Indirect Costs

<table>
<thead>
<tr>
<th>Indirect Costs</th>
<th>Narrative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Overhead</td>
<td>Alum Rock Counseling Center allocates indirect costs (General &amp; Administrative) of shared departments such as Executive Management, Finance &amp; Accounting, Human Resources and Communications. Costs that cannot be specifically identified as supporting one particular program are pooled and allocated to all programs relative to the employee count in each program. General &amp; Administrative costs represent 15.00% of Total Program Expenses.</td>
</tr>
</tbody>
</table>
CONTRACTOR: Alum Rock Counseling Center

PROGRAM/PROJECT NAME: Parent Advocate Services

1. SERVICE DESCRIPTION
CONTRACTOR will provide Parent Advocate Services (PAS) to support parents referred by the Department of Family and Children's Services (DFCS) in family reunification and family maintenance. CONTRACTOR will assign a Parent Advocate to referred clients. Each Parent Advocate must meet the qualifications listed in this contract. Clients may receive services for a maximum of 18 months.

2. SERVICE ACTIVITIES
Parent Advocates assist families working towards reunification and to assure maximum responsibility for their own well-being, by directly interacting with family members individually or in a group setting. Services can also be provided to the children whose parents are in time-limited reunification. Services may only be provided for up to a maximum of 18 months from the time of the child’s removal from the family. Court Ordered Individual Service Plans (case plan) will state the maximum time-period allowed for services and amount of time service has been provided to client.

Service activities for Parent Advocates include, but are not limited to the following:

a. Contact clients to complete an intake, sending completed intake forms to DFCS Contract Monitor to ensure assigned Social Worker also receives a copy;

b. Meet with clients, at a minimum of one (1) time per month, to develop and document a needs assessment and individual service plan (based on court ordered case plan), identify achievements, and create, update, or acknowledge successfully completed court-ordered requirements;

c. Serve as a family advocate and provide clients with individualized advocacy and mentoring for families who are receiving child welfare services in the Family Reunification Program and with the transition of children’s return home;

d. Assist in coordination of services and work collaboratively through duration of services with the designated Social Worker, Social Worker Supervisor, and Program Manager or their designee:
   1. Must not lead in the development of services or function independently in the provision of services,
   2. Must provide services as part of the client’s team and support client in completing activities in client’s case plan,
   3. Consult and meet regularly with DFCS Social Workers for assigned clients to discuss family’s progress or concerns and provide written/verbal updates with the delivery of services that support a client’s case plan, and

e. Assist parents/caregivers on the following topics, which include but are not limited to, navigating the Child Welfare system, effectively resolve conflicts, and advocating for identified needs and articulate their concerns;

f. Assist clients, families, and caregivers with services that support DFCS and/or Court Ordered case plan;
1. Provide clients with services which include, but are not limited to, transportation, translation and interpretation, housing search, and application assistance; and
2. Provide clients with referrals and linkage to relevant community-based resources based on assessed needs, including emergency assistance, substance abuse prevention services, and assistance to address domestic violence with linguistic and culturally competent services.

g. Support clients in Court, but Parent Advocates shall not participate in Court proceedings or adversarial litigation unless responding to a lawful subpoena or at the direction of counsel for DFCS
   1. Parent Advocates shall not respond to any inquiries or requests for information from the parent’s or minor’s attorneys, or any representatives of those offices. If an advocate is contacted by either of those persons, the advocate shall consult with the DFCS monitor and assigned DFCS Social Worker. The DFCS Social Worker will inquire with County Counsel’s Office before any response is provided.

h. Co-facilitate Women’s Domestic Violence support groups in South County; and
i. Attend and participate in Child Family Team Meetings and Parent Orientation classes as requested by DFCS and relevant trainings/meetings as assigned by DFCS.

3. SERVICE REFERRAL PROCESS
CONTRACTOR will receive referrals from the DFCS through the following referral process:

a. DFCS Contract Monitor receives the referral (SCZ189) for access to Parent Advocate Services from the following individuals:
   1. Parent Advocate(s) upon attending DFCS Parent Orientations within 24 hours,
   2. Joint Decision Making (JDM) Facilitator upon participating in a Child Family Team Meeting,
   3. Assigned Dependency Investigations (DI) Worker via the DFCS 300 petition at time of jurisdiction in preparation for the Initial Hearing.

b. DFCS Contract Monitor reviews referral and identifies whether referral is appropriate for PAS by evaluating the following factors within 24 hours:
   1. Case Status: Family Reunification, Family Maintenance, or Pre-Disposition;
   2. Case Plan: CW/CMS accessible, or in progress within 10 days of referral; and
   3. Availability of parent contact information necessary to schedule PAS intake.
   Referrals that meet the above criteria, but have a case deemed by the worker as litigious or potentially can go to bypass will not be referred to PAS.

c. CONTRACTOR receives referrals that are deemed appropriate and Court Ordered Case Plans for each referral from DFCS Contract Monitor.

d. CONTRACTOR screens received referrals and must assign referral to Parent Advocate within three (3) business days of receipt of referral.

e. CONTRACTOR contacts client within five (5) business days of receipt of referral from DFCS Contract Monitor.

f. DFCS Contract Monitor will send Referral Acceptance form to client via assigned DFCS Social Worker (confirmed through CW/CMS).

g. The PAS Program Manager will provide copies of completed intakes to the DFCS Contract Monitor within three (3) business days from completion of intake. Upon
receipt of completed intakes, the DFCS Contract Monitor will inform clients’ assigned social workers of their enrollment in the program.

h. CONTRACTOR must communicate and respond timely to requests by DFCS Contract Monitor regarding service implementation and delivery.

i. CONTRACTOR must notify DFCS Contract Monitor within three (3) business days if Parent Advocate no longer meets qualifications required in contract.

j. CONTRACTOR must notify DFCS Contract Monitor and provide discharge forms within three (3) business days of closure of services for each client.

4. ADDITIONAL SERVICE REQUIREMENTS

Services must be delivered in compliance with the following requirements:

a. **Staffing Qualifications**
   
   CONTRACTOR must ensure that Parent Advocates meet the following staffing qualifications:
   
   i. Pass a background check and be fingerprinted by DFCS prior to beginning services,
   
   ii. Have experience facilitating or co-facilitating support groups and/or classes,
   
   iii. Have experience working with the community,
   
   iv. Have experience public speaking,
   
   v. Be certified in First Aid and CPR,
   
   vi. Possess a valid California Driver’s License, reliable transportation, and proof of insurance, and
   
   vii. Have successfully navigated the Santa Clara County Child Welfare System as a client and the Parent Advocate’s case must have been closed no less than one year prior to their date of hire.
   
    viii. If a Child Welfare referral is open on a Parent Advocate at any time during his/her employment, the Parent Advocate will not have any clients while the referral is open.
   
     ix. A Parent Advocate cannot be employed in the capacity of a Parent Advocate if he/she has a case open in the Child Welfare System at any time during his/her employment.

b. **Parent Advocate Supervision**

   i. PAS Program Manager must be stationed at the County Family Resource Center for at least one (1) day per week and at the Gilroy Family Resource Center at least (1) day per week.

   ii. Schedule of hours of Parent Advocates and PAS Program Manager must be posted at DFCS work area for questions and consultation with DFCS Social Workers.

   iii. DFCS will provide workspace at Family Resource Centers, which will be coordinated by DFCS Contract Monitor and DFCS Office Management Coordinator, to include desk, chair, telephone, computer, access to printer, conference rooms, and supplies, for Parent Advocates

   c. **Program Reporting Lines**

   CONTRACTOR must ensure timely communication with DFCS regarding service delivery by complying with the following reporting requirements:
i. Parent Advocates report to CONTRACTOR’s assigned PAS Program Manager.

ii. DFCS provides Contract Monitor for consultation.

iii. DFCS Contract Monitor and CONTRACTOR’s PAS Program Manager will meet regularly, in accordance to an agreed upon schedule, to discuss program implementation and ongoing service delivery.

iv. Notify DFCS regarding issues of concern, including child and parent safety within 24 hours.

d. Service Documentation and Client Files
CONTRACTOR must ensure that all documentation is retained for client files and comply with the following service documentation requirements:

i. Individual Service Plans will be provided to clients and social worker on a monthly basis.

ii. Individual Service Plan must include a needs assessment and service plan that support the goals and objectives for each client’s DFCS case plan.

iii. Individual Service Plan must include one or more activities from client’s DFCS case plan or an activity that the client decides is important and in relation to activities in the client’s DFCS case plan supporting reunification efforts or family stability.

iv. CONTRACTOR will provide an Individual Service Plan Completion summary to the DFCS Contract Monitor at the time of case closure or at the completion of 18 months of service provided, whichever arrives first.

e. Monthly Reporting Requirements
CONTRACTOR must submit monthly reports to DFCS Contract Monitor by the 10th working day of each month for services performed in the preceding month. Each monthly report must include the following information, which may be subject to change:

i. Client name,

ii. Date Referral Received,

iii. Date Parent Advocate Assigned,

iv. Assigned Parent Advocate;

v. Date Opened,

vi. Number of parents/caregivers,

vii. Ethnicity,

viii. Number of Children,

ix. Number of Children with disabilities,

x. Number of Parents with disabilities,

xi. Preferred Language,

xii. Geographical Service Area,

xiii. Discharge Date, and

xiv. Discharge Reason.
Provide the following information for each staff member who would be assigned to fulfill the terms of contract, if awarded, as a result of this solicitation process.

<table>
<thead>
<tr>
<th>#</th>
<th>Staff Name and Job Title</th>
<th>Activities Staff Person Will Perform</th>
<th>Education, Experience, and Qualifications</th>
<th>Language and Cultural Competence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Veronica Gamboa, LMFT Chief Program Officer</td>
<td>Will oversee the development and implementation of the program and provide overall business oversight for the project.</td>
<td>M.A. in Counseling Psychology with an emphasis in Latino Counseling from Santa Clara University; Licensed Marriage and Family Therapist since 2008. Trained in TFCBT, BSFT and Triple P Standard and Strengthening Families Program. Has 13 years experience in the Mental Health field.</td>
<td>English and Spanish speaking; Latina</td>
</tr>
<tr>
<td>2</td>
<td>Celina Chun, Associate Director</td>
<td>Will provide oversight of day to day operations of the program as well as supervision of program staff; will work collaboratively with partner agencies to ensure excellent service delivery.</td>
<td>B.A. in Psychology and minors in Sociology and Writing from University of California Merced; over 9 years of experience working with high-risk youth and families in County of Santa Clara; experience running programs with a focus on education, mentoring and youth development and collaborating with community partners and key stakeholders.</td>
<td>English speaking; Multiracial (Asian and Caucasian)</td>
</tr>
<tr>
<td>3</td>
<td>Maria Shielane Brioso, Parent Advocate Program Lead</td>
<td>Provide case management services to clients and their family; support the parent in completing court ordered case plan; coordinate/collaborate with social workers and DFCS staff. Present at Parent Orientation.</td>
<td>Personal experience with successfully navigating DFCS reunification process, 10+ years Parent Advocate experience. Experience working with the homeless community, linkage to THU, employment, low income housing, medical and emergency services.</td>
<td>English and Tagalog speaking; Filipino</td>
</tr>
<tr>
<td>4</td>
<td>Alyssa Calimpong-Hubbard, Parent Advocate</td>
<td>Provide case management services to clients and their family; support the parent in completing court ordered case plan; coordinate/collaborate with social workers and DFCS staff. Present at Parent Orientation.</td>
<td>Personal experience with successfully navigating DFCS reunification process, 10+ years Parent Advocate experience. Registered Recovery Worker CAADAC (RW#3918), Experience with linkage to emergency resources, domestic violence and sexual abuse survivors support groups.</td>
<td>English speaking; Filipino</td>
</tr>
<tr>
<td>5</td>
<td>Maria Lucero Reyes, Parent Advocate</td>
<td>Provide case management services to clients and their family; support the parent in completing court ordered case plan; coordinate/collaborate with social workers and DFCS staff. Present at Parent Orientation.</td>
<td>Personal experience with successful reunification of grandchildren, 10+ years Parent Advocate experience, experience in special education, behavior, grief, loss and separation. Expert in AA and ALANON.</td>
<td>English and Spanish speaking; Latina</td>
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<tr>
<td>6</td>
<td>Susan Barajas, Parent Advocate</td>
<td>Provide case management services to clients and their family; support the parent in completing court ordered case plan; coordinate/collaborate with social workers and DFCS staff. Present at Parent Orientation.</td>
<td>Personal experience with successfully navigating DFCS reunification process; experience with linkage to community resources.</td>
<td>English and Spanish speaking; Latina</td>
</tr>
<tr>
<td>7</td>
<td>Bilingual Parent Advocate (open position)</td>
<td>Provide case management services to clients and their family; support the parent in completing court ordered case plan; coordinate/collaborate with social workers and DFCS staff. Present at Parent Orientation.</td>
<td>H.S. Diploma or equivalent required; AA or technical/vocational/secretarial school diploma preferred, personal experience with successfully navigating DFCS reunification process, case management experience in a community based setting.</td>
<td>Bilingual English and Spanish speaking or English and Vietnamese speaking preferred</td>
</tr>
<tr>
<td>8</td>
<td>Alison Oliva, Intake and Billing Coordinator</td>
<td>Will process enrollments and support with data collecting.</td>
<td>Experience enrolling clients into Electronic Medical Records data base. Experience with coordinating internal and external activities related to admission and discharges. Experience with entering outcome data into agencies Electronic Medical Records data base.</td>
<td>English and Spanish speaking; Latina</td>
</tr>
</tbody>
</table>
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John Cookingham, Chief Financial Officer, SCVHHS
SUBJECT: Transfer of Nuclear Medicine Position Between SCVMC Funds

RECOMMENDED ACTION
Ratify the administrative transfer between funds of one Nuclear Medicine Technologist position from the Saint Louise Regional Hospital Enterprise Fund to the O’Connor Hospital Enterprise Fund.

FISCAL IMPLICATIONS
The recommended action would have no net fiscal impact to the Santa Clara Valley Medical Center Hospitals and Clinics (SCVMC) budget. The add/delete between hospitals does not require an appropriation modification. The FY 19-20 costs and savings will be absorbed within the existing payroll budgets for each hospital.

The recommended action would result in an ongoing salaries and benefits cost increase of approximately $204,289 at O’Connor Hospital (VMC-O’Connor), and an ongoing cost reduction of approximately $198,527 at Saint Louise Regional Hospital (VMC-Saint Louise). The ongoing net cost of $5,762 will be offset by reduction in Services and Supplies at VMC-O’Connor.

CONTRACT HISTORY
Not applicable.

REASONS FOR RECOMMENDATION
SCVMC submitted an urgent add/delete request for the addition of 1.0 FTE Nuclear Medicine Technician position at VMC-O’Connor and the deletion of 1.0 FTE Supervising Clinical Lab Scientist at VMC-Saint Louise effective March 9, 2020. Board of Supervisors approval is required for add/delete requests between funds. Both Hospitals are under Budget Unit 921 but VMC-O’Connor positions are in Fund 62 (O’Connor Enterprise Fund) while
VMC-Saint Louise positions are in Fund 63 (Saint Louise Regional Hospital Enterprise Fund).

The Nuclear Medicine Technologist position was urgently needed in the Nuclear Medicine Department at VMC-O’Connor to provide complete coverage for imaging studies. Prior to the move, the department was staffed with only a single Nuclear Medicine Technologist position, which was insufficient to provide full-time coverage. At the time of the County’s acquisition of the Verity hospitals, VMC-O’Connor had only a single filled Nuclear Medicine Technologist, and since the County only created positions for existing and filled Verity employees, only one Nuclear Medicine Technologist position was created. The hospital system has relied on temporary staffing to provide coverage since the acquisition but needed a second position to ensure consistent coverage by well-qualified staff. The situation became urgent once the extra help employee who provided necessary coverage reached their maximum hours and was no longer available.

In anticipation of this, the Nuclear Medicine department and hospital leadership at VMC-O’Connor had made every effort to identify a position within VMC-O’Connor to delete and use for the administrative add/delete that would create the needed Nuclear Medicine Technologist position. Unfortunately, the past few months were marked by extensive changes to positions across all three hospitals as the system has strategically deleted positions to offset additions made in previous salary ordinances and realigned positions among hospitals and their departments to meet urgent operational needs. Because of all these changes, VMC-O’Connor was unable to find a position to swap for a Nuclear Medicine Technologist before their extra help staff reached the maximum hours limit. In order to avoid interruption to services, SCVMC leadership decided to shift a position from VMC-Saint Louise to meet the need. A vacant Supervising Clinical Lab Scientist was identified for the deletion.

The recommended action would grant retroactive approval for this add/delete which became effective March 9, 2020.

**CHILD IMPACT**

The recommended action would have a positive impact on children by continuing to provide the same level of service in the Nuclear Medicine Department at VMC-O’Connor.

**SENIOR IMPACT**

The recommended action would have a positive impact on seniors by continuing to provide the same level of service in the Nuclear Medicine Department at VMC-O’Connor.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

The Nuclear Medicine Department utilizes two gamma cameras and one DEXA bone density machine and provides comprehensive services including nuclear cardiac stress imaging studies. In order to provide coverage into the evening hours, and on weekends, an additional Nuclear Medicine Technologist position was required.
CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the recommended action would result in an inability to provide the necessary coverage for imaging studies provided by the Nuclear Medicine Technologist. Studies would be unavailable at certain times and service would be delayed or will require transportation to the VMC at Bascom campus.

STEPS FOLLOWING APPROVAL

Please send notification to Meenesh Bhimani, MD.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John Cookinham, Chief Financial Officer, SCVHHS
SUBJECT: Salary Ordinance Amendment related to positions in SCVMC Finance

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.109 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Application Administrator position and adding one Senior Management Analyst or Management Analyst position in Santa Clara Valley Medical Center.

- Introduce, waive reading, and preliminarily adopt on April 7, 2020.
- Adopt (Final) on April 21, 2020.

FISCAL IMPLICATIONS
Approval of the recommended action will not require modification to the Fiscal Year (FY) 2020 Adopted Budget for Santa Clara Valley Medical Center (VMC at Bascom). The proposed action would increase the FY 2020 salaries and benefits budget for VMC at Bascom by approximately $2,347. The ongoing FY 2021 salaries and benefits budget increase would be $17,421. The net cost increase in payroll would be offset by a reduction in the services and supplies budget by the same amount.

CONTRACT HISTORY
Not applicable.

REASONS FOR RECOMMENDATION
Board of Supervisors’ approval is necessary for this add/delete request, because the classification of the position to be deleted (SEIU) and the classification of the position to be added (CEMA) are represented by different bargaining units.

VMC at Bascom requests the deletion of one Application Administrator position and the addition of one alternately staffed Senior Management Analyst/Management Analyst position. The knowledge and skillset required to perform healthcare analytic tasks are best
met by the qualifications of an alternately staffed Senior Management Analyst/Management Analyst position.

Healthcare financial accounting, budgeting, and reporting for the County of Santa Clara Health System (Health System) is highly specialized. The Health System generates monthly interim financial statements based on accrual accounting principles. These statements are submitted to the Board’s Health and Hospital Committee (HHC) on a monthly basis for all three hospitals. The hospitals also use comprehensive performance management (CPM) tools to routinely monitor the financial and operational performance of their departments. This performance monitoring assumes the ability to conduct financial analyses of budget variances, follow up with cost center managers on significant variances, and report to management any action undertaken to control those variances.

**CHILD IMPACT**
The recommended action will have no/neutral impact on children.

**SENIOR IMPACT**
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**
The County Health System includes three public hospitals: Santa Clara Valley Medical Center (VMC-Bascom), O’Connor Hospital (VMC-O’Connor), and Saint Louise Regional Hospital (VMC-Saint Louise), in addition to several General Fund health departments (Public Health, Behavioral Health, Custody Health, Community Health, and Emergency Medical Services) that serve county residents.

The Health System Chief Financial Officer/Controller needs periodic reporting of “planned versus actual” variance analyses at cost center levels and seeks explanations from responsible managers for major variances. An alternately staffed Senior Management Analyst (B1N)/Management Analyst (B1P) position would be suitable to meet these needs of the Health System.

The Application Administrator position to be deleted is in an SEIU Local 521-represented classification, while the position to be added, Senior Management Analyst/Management Analyst, is in a CEMA-represented classification. The chronology of the communication of the proposed action with the relevant labor organizations is as follows:

- SEIU was duly notified of the potential action via registered mail and email on September 13, 2019, and then again via registered mail and email on March 11, 2020. To date, no response has been received from SEIU.
- CEMA was duly notified of the potential action via registered mail and email on March 11, 2020. CEMA has concurred with the recommended action.

The Technology Services and Solutions (TSS) Department and the Employee Services Agency (ESA) support the recommended action.
CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the recommended action will negatively affect SCVMC’s ability to shift focus to address its current business needs.

STEPS FOLLOWING APPROVAL

The Clerk of the Board of Supervisors is requested to send notification to the SCVHHS Chief Financial Officer, John Cookinham.

ATTACHMENTS:

- NS-5.20.109 – VMC – Delete one Application Administrator and add one Sr. Mgmt. Analyst or Mgmt. Analyst (PDF)
ORDINANCE NO. NS-5.20.109

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 51 – SANTA CLARA VALLEY MEDICAL CENTER– BU 921 the following shall be deleted:

1. G1D Application Administrator

SECTION 2:

In SECTION 51 – SANTA CLARA VALLEY MEDICAL CENTER– BU 921 the following shall be added:

1. B1N Senior Management Analyst
   OR B1P Management Analyst

SECTION 3:

This Ordinance shall take effect April 21, 2020. This Ordinance shall be implemented on May 4, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _______________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

______________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

______________________________________
Megan Doyle
Clerk of the Board of Supervisors

BO-4/7/2020

Form Approved by County Counsel 10/07
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Laura E. Rosas, Chief Executive Officer - VHP
SUBJECT: Appropriation Modification for Valley Health Plan Position Adds and Deletes

RECOMMENDED ACTION

Approve Request for Appropriation Modification No. 175 - $1,003,808 transferring funds within the Valley Health Plan budget relating to position adjustments due to increased enrollment and projected expansion of services.

FISCAL IMPLICATIONS

There will be no impact to the County General Fund as a result of the recommended action. Funds for Fiscal Year (FY) 2020, in the amount of $1,003,808, and ongoing funds of $6,467,604 are necessary to support the positions being added and are available in the existing VHP budget.

The F-85 will reduce Object 2 expenses in the current and ongoing budget for VHP to support the additional resources in the recommended action. In FY 2020, during the Mid-Year Budget Review, VHP adjusted revenues and expenses as a result of enrollment and revenue increases. This action increased the VHP operational expense budget by $4,697,646 for the current year with a corresponding ongoing adjustment. The additional operational expense will be used to partially offset the increase of adding these additional resources. The remaining amount to be offset would be the reduction of the department’s Object 2 budget for services and supplies with no General Fund impact.

REASONS FOR RECOMMENDATION

VHP is working on an urgent staffing augmentation plan to appropriately staff current growing and evolving VHP health plan operations to better serve the membership, the provider network, and overall operations within the department.

PHARMACY SERVICES

Since 2016, VHP membership has increased by 49% and the pharmacy drug budget has grown by 32%. The VHP Pharmacy Services unit requires additional staffing resources to support current and ongoing program growth and development that include new strategies for Pharmacy Services to perform management of a medical drugs program. A medical drug is
defined as a physician administered drug (PAD) that generally belongs in the health plan medical benefit (with some exception) and is appropriate for provider and member. Aside from additional members and growth in the pharmacy drug budget, VHP has additional pharmacy regulatory requirements that involve significant in-depth analysis to ensure regulatory compliance and upcoming procurement/solicitations for contracts that support the pharmacy services program and benefit.

Pharmacy Services has been successful in managing the pharmacy benefit, and VHP would like to expand the medical drugs in the medical benefit and to enhance the current process. The infrastructure will mirror Pharmacy Services management of the pharmacy benefit and allow Pharmacy Services to expand to PADs by performing the following:

1. Staying on top of new drug development, evaluating the risk to the plan, and developing strategies to manage new drugs;
2. Evaluating the current landscape of PADs to develop a methodical approach with strategies for the management of PADs that would ensure rational, clinically appropriate, safe, and cost-effective drug therapy; and
3. Continuing to expand, develop, and implement strategies over time.

The developments in the drug market are never ending and cannot be ignored. As VHP sees more drug developments move into the medical benefit space, VHP needs to evaluate and monitor the expenditure more closely.

Add 1.0 FTE Pharmacist Specialist position to participate in the coverage determination (Certification, Prior Authorization, Medical Exception, and Exception to Coverage) process by reviewing all requests against approvable medical criteria and presenting all coverage denial recommendations as necessary to the Medical Doctor for final decision. Additionally, this position would: monitor the quality and efficiency of the coverage determination process, including coverage criteria, denial language, and communication with prescribers; assist with preparing Pharmacy and Therapeutics (P&T) material for medical drugs; and develop, conduct, and prepare reports on activities for drug utilization as well as identify trends, problems, or other matters affecting the health plan.

Add 1.0 FTE Pharmacist Data Specialist-VHP position to assist with data entering, monitoring and researching member profiles for prior authorization requests, and ad hoc reports. This position would also review clinical documentation against applicable criteria submitted by physicians and pharmacists and determine approval or denial of request for prior authorization. Additionally, this position would document drug referral/authorization, conduct patient claims review, enter operational pharmacy overrides, and check quality to ensure compliance.

Add 1.0 FTE alternately staffed Management Analyst or Associate Management Analyst position to create a new process flow and maintain consistency relating to the new pharmacy regulatory requirements, such as the SB 1052 Standard Formulary Template, SB 17 Drug Transparency, MetaStar Initial Validation Audit, AB 315 Pharmacy Benefits Management (PBM) Registration, and SB 1048 CII Partial Fill. Additionally, this position would develop policies and procedures, maintain oversight of regulations standards, and
provide in-depth analysis on performance of claims data/reports from different regulatory bodies.

**UTILIZATION MANAGEMENT**

The VHP membership has dramatically increased, and the Utilization Management (UM) unit is experiencing a corresponding increase in the number of authorization/referral requests assigned to VHP Utilization Review Coordinators (URCs) or registered nurse staff, which requires essential changes in review processes and workflows that contribute to increased time nurses spend on each request. The review processes and workflows include the increased number of medical-necessity denial reviews by both the VHP-URCs and the medical doctors as required by state and federal regulations as well as ongoing improvement of thorough documentation in the review process and application of new practices, including letters of agreement, delay, and modified denials. The changes implemented are vital to ensure quality reviews, consistent decision making across staff, and regulatory compliance. The UM unit is undertaking several innovations; for example: a new IT tool to support Case Management, population health, UM, HEDIS, and other regulatory and healthcare requirements. While these innovations will achieve greater efficiencies, the health plan will be growing to address the regulatory and operational requirements of California Advancing and Innovating Medi-Cal (CalAIM). CalAIM is a multi-year initiative by the Department of Health Care Services (DHCS) to improve quality of life and health outcomes for the California population by implementing broad delivery system, program, and payment reform across the Medi-Cal program. In addition, COVID-19 is expected to impact UM resources. Utilization of in-hospital and outpatient goods and services is expected to increase as a result of COVID-19, the duration of which is uncertain. The additional VHP-URCs also would better prepare VHP for any future epidemic.

In addition, UM is requesting additional resources to assure timely authorization processing, auditing, and oversight to address recent Department of Managed Health Care (DMHC) findings. UM plans to segment the current structure into four distinct groups: Intake, Prior Authorization, Concurrent Review, and Case Management. This change is in line with industry standards and would improve employee efficiency, skill-set mastery, and job satisfaction. These distinct groups are also in the best interest of members. In the current model, VHP-URCs are tasked in all areas and act as generalists, which makes for a more complicated workday and assignment, as well as duplicative work and high workloads. The post-stabilization repatriation process also needs to be improved and expanded, which requires significant time and resources. With specialization, VHP-URCs will be able to process their unique authorization types faster as there will be subject matter experts. Cross training will allow VHP-URCs to grow in their fields as well as allow for alternate coverage when there is a need.

Add **7.0 FTE Utilization Review Coordinator - VHP positions** to perform UM responsibilities for all contracted and non-contracted facilities as described above, which includes but is not limited to utilization review, discharge planning, outpatient referrals, after-care, and case management. Additionally, these positions would review cases per established medical criteria.
CASE MANAGEMENT

The Case Management (CM) unit provides case management programs (one-on-one advocacy support and care, care coordination, and patient education)—including complex case management and condition case management—for members identified with chronic, complex, or high-risk health conditions and those with care gaps. Members have access to comprehensive programs, including Complex Case Management, Condition Case Management, and Autism Spectrum Disorder (ASD) Case Management. This work will expand significantly under CalAIM. In addition, VHP currently outsources many of these functions to a vendor that has not met the expectations of VHP and does not position VHP to be able to achieve National Committee for Quality Assurance (NCQA) accreditation under CalAIM. As this contract currently contains an MFO of approximately $6 million, the elimination of this contract will more than fund the increase in staff resources. In addition, this aligns the County’s commitment to prioritize County staffing over vendor procurement.

CM is requesting additional resources based on the following factors:

• Per the California Department of Managed Health Care (DMHC), VHP must provide information in its “threshold” languages—English, Spanish, and Vietnamese. Currently, CM does not have enough language and culturally appropriate resources on the team.

• CM plans to expand its concurrent review onsite at in-network facilities.

• VHP has projects/interventions, such as partnering with Santa Clara Family Health Plan (SCFHP) on using the Health Information Form/Member Evaluation Tool (HIL/MET), to target the senior persons with disabilities (SPD) population. These projects/interventions require additional staffing resources.

• VHP plans to progressively hire more CM staff, including additional VHP Utilization Review Coordinators, to bring the Medi-Cal program in-house.

Add 1.0 FTE alternately staffed Medical Social Worker II or Medical Social Worker I position to conduct comprehensive assessment through the high-risk assessment (HRA) process; identify barriers; and coordinate care among members, caregivers, and providers to reach good quality of care outcomes. This position would provide social work services to health plan members with complex bio-psycho-social adjustment issues and their families. This position would also develop appropriate intervention plans with members and their families based on careful assessment of situational bio-psycho-social factors. Additionally, this position would interpret and communicate relevant bio-psycho-social, emotional, and economic factors to health care staff.

Add 1.0 FTE Community Outreach Specialist position to assist clinical/behavioral case managers with: comprehensive assessment through the high-risk assessment (HRA) process; locating designated populations; and providing preventive education, referrals, and paraprofessional counseling. Additionally, this position would develop and maintain cooperative working relationships with all community agencies and groups providing services relevant to assigned populations. This position would also provide information to community agencies and groups on programs and services offered by the department and
other agencies as well as on related laws and regulations.

**MEMBER SERVICES**

VHP is expected to assume full responsibility of the Covered California (CoCA) member services call center by the end of Q1 2021, at which time the business management solutions (BMS) statement of work currently with Cognizant will expire. Currently, VHP is working on an initiative to in-source CoCA member calls and provider claims inquiries in-house. Phase One was the integration of all claims payment activities for CoCA. Completion of this initiative would afford VHP the ability to better control and improve the quality of member/provider interactions and enhance member/provider satisfaction and retention. Phase Two includes in-sourcing all member services activities currently being conducted by Cognizant. Reducing VHP’s annual expenses to Cognizant is consistent with the County’s stated goal of not using non-County resources to support on-going operations.

**Add 1.0 FTE Program Manager II position** to design and implement a VHP member outreach and engagement program aligned with CalAIM. This position would support outreach activities to members to improve VHP’s HEDIS scores, ensuring members receive preventative services in accordance with national preventative standards. This position would also complete health risk assessments to support the stratification of members in cohorts to be managed by Case Management, for conditions such as diabetes, obesity, COPD, CHF, and other chronic health conditions.

**Add 4.0 FTE VHP Member Services Representative positions** to answer phones as well as screen and refer CoCA member calls. These positions would provide members and providers with information about the VHP network, health plan options, and benefits. Additionally, these positions would sustain the growth of the membership to meet the demands of VHP members for all lines of business (LOB).

A robust analysis using the Erlang calculator and trending annual membership growth of 20-25% identifies that VHP needs to increase its Member Service Representative staff to ensure quality and efficiency when supporting the demands of VHP members. Currently, Cognizant employs nine (9) full-time employees for the current phone center support of 16,000 CoCA members. Without the increase of requested staff, VHP is at high risk of not meeting regulator and organizational demands for all LOB, which would impact customer satisfaction scores.

**PROVIDER CONTRACTS ADMINISTRATION and PROVIDER NETWORK DEVELOPMENT**

The Provider Contracts Administration (PCA) and Provider Network Development (PND) units require additional staffing resources to sustain the strategic initiatives and membership growth of VHP, which are dependent upon VHP’s ability to develop and maintain an adequate network of contracted providers as described in Health and Safety Code sections 1367.03 and 1367.035 as well as Title 28 of the California Code of Regulations, Section 1300.67.2.2. PCA focuses on maintaining the existing provider network as well as the ongoing maintenance, structure, and organization of all managed care contracting activities, whereas PND focuses on establishing new provider relations, network expansion, continued
development, and strategic initiatives.

Historically, VHP has marketed and maintained a contracted network of providers, who provide care and services to VHP’s membership within the County’s geographic region. As VHP looks to expand its existing product lines and grow via product and geographic expansion, VHP must develop and maintain a provider network suited to meet California Department of Managed Health Care (DMHC) regulatory requirements and Covered California demands for a provider network that is sought after by commercial and government shoppers (potential members).

**Provider Contracts Administration and Provider Network Development**

**Add 1.0 FTE Program Manager III position** for the strategic planning and execution of all provider contracts and network development. Core duties include management and leadership of processes for continuous improvement of provider contract execution and renewal. The PCA & PND Program Manager III would manage existing PCA and PND staff. The units would focus on renewing contracts with existing provider networks covering both Region 7 and potential future geographic expansion efforts. This position would also be responsible for the recruitment and training of new PCA and PND staff as well as leading the implementation of complex contracts. Additionally, this position would lead and oversee negotiations with provider organizations who convert from fee-for-service to primary care or full professional capitation, including contract installation and ensuring that VHP’s core systems are appropriately configured. The financial value of the contract portfolio managed by this position exceeds $300 million.

VHP requires an individual with extensive managed care knowledge and plan-to-plan delegation contract completion experience, including the delegation of financial responsibility (DOFR), the delegation of administrative responsibilities (DOAR). In addition, the individual must and have previously led financial and contract language negotiations. This position would oversee the implementation of the analytic tools necessary to evaluate unit price and project inflationary trends or rate increases overtime, as well as annually review and adjust, as necessary, contracted rates to align with VHP’s financial requirements. Additionally, this position would be responsible for conducting an annual evaluation of all material provider contracts to ensure they are performing in accordance with VHP’s expectations. As VHP and the County grow into additional product offerings and regions, having an effective leader in this position would derive benefits for members and providers as better support and oversight on provider contracts and network will be achieved.

**Network Development Geographic Expansion**

**Add 1.0 FTE Health Care Services Business Development Analyst (HCSBDA) position** for negotiation efforts pertaining to VHP’s professional providers program to secure agreements with professional providers supporting the targeted efforts of contracting around the referral patterns associated with six new targeted hospitals. These professional provider services agreements (e.g., with hospital-based physicians, ancillary providers, or other small group medical professionals) will be from moderate to high complexity, involving the development of direct plan/provider relationships that expand the network of providers available to render services for VHP members. Additionally, this position is responsible for
the implementation, control, monitoring, and evaluation of managed care contracting services to ensure compliance with contract terms and regulations for assigned portfolio of contracts.

Add 2.0 FTE HCSBDA positions responsible for a more complex designated area of focus to support necessary negotiation efforts and secure agreements for network development of behavioral health provider groups and facilities, the six (6) new hospitals, and post-acute care facilities. The HCSBDAs would act as primary contact/liaison during the contract implementation process between VHP and providers as well as for any operational establishment processes within the health plan. Additionally, the HCSBDAs would review contracts from multiple providers desiring to contract with the health plan to provide services for VHP members.

Add 1.0 FTE alternately staffed Management Analyst or Associate Management Analyst position to focus on negotiation efforts pertaining to VHP’s professional provider network expansion efforts with an area of focus to support individual physician and practitioner contracting. These professional provider services agreements of low or moderate complexity involve the development of direct plan/provider relationships that expand the network of providers available to render services for VHP members. This position would ensure the managed care contracts meet network development initiatives as well as regulatory, accrediting agency, and/or all County requirements. An existing budgeted position would support the medical groups and independent physician associations (IPAs) referring to the hospitals and hospital-based providers.

Network Development – Region 7 Enhancement and Maintenance

Add 2.0 FTE HCSBDA positions responsible for more complex network development negotiation efforts to enhance and maintain VHP’s current network of five participating hospitals—plus the addition of two (2) other hospitals that are currently non-participating—and the development of an expanded behavioral health network to support the growing needs of VHP members. The HCSBDAs would perform cost and utilization analysis of inpatient, outpatient, participating, non-participating, professional, and institutional provider services.

Network Development – Ancillary Provider Groups/Organizations

Add 1.0 FTE HCSBDA position responsible for network expansion efforts focused on ancillary provider groups/organizations (e.g., laboratories, durable medical equipment and supplies, orthotics, and prosthetics). The HCSBDA would develop and negotiate managed care contracts with providers to participate in Commercial Employer Group, Covered California, and Medi-Cal Managed Care provider networks.

The PCA unit would undertake the single case letters of agreement (LOA) process, including managing, overseeing, negotiating, and executing the LOA. The current PCA Program Manager II position would be responsible for the ongoing maintenance and updates of all the contract templates to maintain compliance with County standards, regulatory requirements, and accrediting agency requirements. One (1) existing PCA analyst would be redirected to focus on provider contract performance analysis and become a resource in contract modeling to enhance the negotiation techniques for PCA and PND. A second existing PCA analyst would be redirected to focus on the acquisition, implementation, and development of a
Contract Management Solution, envisioned to replace the existing contract database and become the centralized repository of contracts and the exception approval process. This solution would also house a library of alternate approved contractual terms for PCA to use as a resource during contract negotiations. In addition, PCA would be focused on the enhanced development of individually contracted physicians and practitioners, while the Provider Relations (PR) unit maintains and renews standard template agreements with existing providers given a defined set of parameters. Providers requesting terms, conditions, or rates outside the parameters would be directed back to PCA.

The eight (8) additional positions requested would provide the internal structure necessary to develop and sustain a contracted provider network that supports VHP’s strategic initiatives and trending annual membership growth. In addition, these staffing resources would allow the existing PCA and PND staff to focus efforts on the continued maintenance and expansion of institutional ancillary providers, including: laboratories and durable medical equipment, orthotics, prosthetics, and supplies (DMEOPS); non-hospital facilities, including skilled nursing facilities (SNF), sub-acute (SA) infusion centers, long-term acute care (LTAC) facilities, dialysis centers, urgent care centers, and behavioral health facilities; and medical groups and independent physician association (IPA). Existing staff would also focus on LOAs, the development of new industry standard managed care template agreements, and contract modeling and system analysis. Lastly, the additional resources would improve the timeliness of executing contract renewals, and an enhanced network of contracted providers would reduce the volume of out-of-network LOA requests—supporting the timely access and geographic delivery of medically necessary services for VHP members.

**PROVIDER DATA MANAGEMENT**

As VHP continues to grow and evolve, the increasing number of provider group/provider networks and contracts are creating a more complex configuration and increased workload for the Provider Data Management (PDM) unit. PDM is currently understaffed to manage the significant and growing volume of work that is necessary to maintain the current business and meet projected growth. The provider not found (PNF) claims are currently at one of the highest levels the health plan has experienced in the last several years. As of November 25, 2019, the current on-hand inventory is 7,400 claims (average age of claim is 39.3 days), which accounts for 29% of the current claims inventory. At the beginning of 2020, the inventory was under 2,000 claims and the average age was under 20 days. PDM has partnered with VHP Claims to continue process improvements and address the growing inventory issue. With the current processes in place, PDM is required to research these claims prior to sending them to VHP Claims for processing (to pay or deny), which consumes almost 50% of the QNXT team’s daily time to work with these claims/providers.

**Add 1.0 FTE alternately staffed Senior Management Analyst or Management Analyst position** for preparing all the provider data required for regulatory network filings, timely access reporting, and the provider survey in addition to providing the monthly network submission to Covered California (CoCA). PDM would be provided with the checks and balances it needs to ensure accurate data is provided to the various regulatory agencies. PDM would create a standard work intake process where PDM can track all work received,
completed, and outstanding. Additionally, this position would also distribute work to appropriate team members as well as ensure work is completed on time and, if necessary, reassess and redistribute work to ensure timeliness. This intake process includes claims assignments, rosters, and inquiries from internal or external units/departments. This position also captures key metrics from the work intake process, which provides overall visibility of current on-hand inventory.

**Add 3.0 FTE alternately staffed Business Configuration Analyst or Associate Business Configuration Analyst positions** to document business requirements, develop configuration requirements, and maintain detailed documentation for each type of provider as well as the different lines of business. Additionally, these positions would maintain the current provider data, compare the rosters against QNXT, and create the files for the automated load process into QNXT. They would also work with the Provider Credentialing unit to review their data and ensure accuracy prior to being loaded into QNXT; otherwise, data becomes difficult to correct later and can cause errors with claims processing.

PDM is requesting additional staffing resources based on several factors:

- **Claims Workflow:** With the upgrade of QNXT and the implementation of a claims workflow module in April 2020, the current plan is for PDM to take on a frontline responsibility for some specific provider claims edits. This plan will significantly increase the workload needed to review the PNF claims, strategize for the next steps, and route to VHP Claims for further processing once resolved.

- **Santa Clara Family Health Plan (SCFHP) – Out of Area Claims:** Under the new agreement with SCFHP, VHP assumed responsibility for out of area claims effective January 1, 2019. The need to deny claims for tax forms has significantly increased and affected the overall inventory of PNF claims as VHP has not dealt with many of these providers before the new agreement. Due to the size of the membership, this will continue to generate a similar volume of PNF claims inventory.

- **Mid-Level Providers:** PDM is implementing the newer guidelines for payment of mid-level providers, which includes certified and licensed nurse practitioners, midwives, and nurse anesthetists. Historically, these mid-level providers have not been loaded into QNXT. As part of the provider data centralization project, mid-level providers must be built in QNXT to support reporting, rosters, etc. Additionally, these mid-level providers can bill and be reimbursed under their own National Provider Identifier (NPI), independent of a supervising physician, per regulatory guidelines. PDM must load each of these providers with their supervising physician contract resubmittal that will generate the notice for subsequent claims.

- **Integrated Healthcare Association (IHA) – Statewide Provider Directory:** VHP’s CoCA agreement requires the health plan to participate in the IHA statewide directory. The initial part of this process will replace VHP’s current monthly CoCA provider network submission. However, a new process where return file with provider data corrections will need to be addressed and the data updated in QNXT and the credentialing system.
• Network/Provider Redesign: The upcoming network/provider set-up redesign will increase the level of complexity in the provider set-up and require additional staffing resources to maintain the new set-up. Under this provider configuration, providers can be under different provider groups by lines of business (LOB). Additionally, this configuration requires significant attention to each individual provider, their provider groups, credentialing status, and LOB.

If these staffing resource requests are not approved, the PDM unit would be unable to keep up with the volume of providers that need to be maintained in the system and the claims inventory will grow and impact the regulatory required claims payment timelines. Also, the current plans to reconfigure the provider set-up will be significantly delayed.

FINANCE

Broker Commission Payment Analytics

Add 1.0 FTE alternately staffed Management Analyst or Associate Management Analyst position to perform operational oversight, business oversight, and analytical duties associated with the broker commission payments and payment system. Additionally, this position would conduct studies, develop procedures, and determine budgetary requirements on the development of the broker commission process.

In FY 2021, a sales automation tool will be implemented which contains a module to calculate commission payments to brokers. This position would oversee the process end-to-end from system-to-system to ensure proper, accurate, and timely payments are made. This position would also be responsible for a growing range of duties including working with accounting staff to coordinate the timing of quarterly payments. Additionally, this position would assume other duties which are more analytical in nature for process coordination and fiscal related communications as well as dispersal of information to VHP management related to budget process, department unit budget monthly reporting, and development of Finance’s data lost preventions (DLPs) coordination.

VHP is in contract with approximately 1,000 different brokers and broker entities who have been certified to sell VHP products to the community. Brokers are integral to VHP’s individual lines of business (Covered CA and the Individual & Family Plan) as they represent to the community a basis of information about the products VHP offers and are given a forum to present products and sell them. They are the first line of defense for the community seeking enrollment to VHP. The broker community earns commission payments based on the number of enrollees they bring to VHP. VHP is responsible for tracking membership against the brokers and whether members are actively paying their premiums on time. Each timely payment equates to a commission payment to the responsible broker. Brokers bring in approximately 60% of the individual membership to VHP, so it is a vital operation to keep commission payments accurate and timely. This position would be vital to the overall process of commission payments and function as the subject matter expert (SME) on the system and the business owner/contact for all the components of connection to the sales/commission system, including file interface relations with SAP and QNXT and business counterparts. From an analytics perspective, this position would also be responsible for analytical data required for reporting to executive leadership and the Board.
As the Finance unit assumes additional work processes due to growth, new regulatory oversight, and new systems/products management, the gap among operational process, management coordination, and communication has been expanding with existing staff, who are consumed in project development duties, serving as SMEs and advisors on projects and implementation of systems. To close the gap, this position would analyze methods for Finance to better serve the internal clients at VHP by becoming a conduit of information and communication.

**Broker Sales Automation Tool and AutoPay Accounting**

**Add 1.0 FTE alternately staffed Accountant III or Accountant II position** to support new programs that Finance will acquire in FY 2021. Two (2) notable acquisitions are the development of a broker sales automation tool—which would bring the commission calculations and payments to Finance—and an autopay feature available to individual members starting in year 2020. These new acquisitions would create additional accounting work that is needed for oversight management reporting and regulatory reporting as well as financial audits and programs status updates.

Additionally, existing processes have been identified to transition to Finance as it presents a reliable fiscal support environment for processes, such as payroll and refund processing. Finance currently has no vacancies to serve these programs and other programs that Finance may acquire. This is a step toward Finance’s effort to establish a well-rounded, accounting-based infrastructure to better serve the needs of the growing department and membership.

**BILLING & ENROLLMENT**

The Billing & Enrollment unit is currently at the midpoint of a phased process for creating and building up its two teams: enrollment and billing. The enrollment side has phased in the positions necessary to support VHP’s enrollment and eligibility functions. In any health plan, the accuracy and timeliness of enrollment data is vital to the plan operations as enrollment is the foundation of all services. Now that the enrollment side been established, the billing side will begin the second phase of the build out. Billing services have been handled by the business management solutions (BMS) contract as part of the current vendor agreement between VHP and Cognizant for the VHP core system. The BMS agreement is set to expire in August 2020 and will leave a gap in the operations of VHP. There are currently three (3) vacancies in Billing & Enrollment that will be going into active recruitment to fill this gap.

**Add 1.0 FTE alternately staffed Management Analyst or Associate Management Analyst position** to conduct systems and analytical studies on organizational, procedural, and budgetary requirements for the development of the billing and enrollment processes and other processes as directed. Additionally, this position would leverage a variety of information applications and databases—including QNXT, MedInsight, and other systems—to collect, analyze, and prepare reports as well as develop communication plans to disperse the updated enrollment information to department units and senior staff. Lastly, Billing & Enrollment is working toward building an infrastructure that includes communication and reporting metrics. This position would understand and evaluate current processes and make recommendations on process improvements. Documentation of all work processes and
establishing training programs are also a priority to maintain compliance standards for accreditation requirements.

Billing & Enrollment is requesting an additional position based on several factors:

- Additional manual workarounds due to growth of membership and increased volume of fall-out enrollments. The enrollment file automation requires additional oversight due to conversion from flat file transfer to standard 834 electronic data interchange (EDI) transfer, which includes daily review of enrollment numbers and any manual manipulation required due to errors, fall-outs, and outliers.

- Multiple system and trading partner implementations involving file reliability and EDI process flow oversight. Frequently, the enrollment team is the first to be informed of any errors from file loads, which is vital to maintaining uninterrupted service levels to both members and clinical providers that have a direct patient impact due to unreliable eligibility data. Billing & Enrollment is also the liaison for all partners that transfer eligibility data for business operations.

**SALES & BROKER RELATIONS**

The Sales & Broker Relations unit focuses on educating the community, shoppers (potential members), and appointed brokers on the benefits that VHP offers. The Sales & Broker Relations unit is expected to tailor VHP’s sales strategy and educational materials for each target population group. As plan-based enrollers, the sales team provides direct enrollment assistance to shoppers for the specific individual and off-exchange products that VHP offers. The team must keep abreast of year-to-year procedures, requirements, limitations, patient-centered benefit design, medical cost-shares, and percentage of coverage for each benefit rate as well as deadlines, and plan and metal-level details.

The analysts in Sales & Broker Relations also validate, test, and reconcile broker of record and commission data to ensure that the brokers are paid correctly based on VHP business logic and tier-based commission structure. As VHP continues to expand and implement automated solutions, the analysts would manage multiple data sources and compare and analyze eligibility and broker of record data. For instance, they would validate the broker of record inputs from VHP’s core systems against the inbound data coming from Covered CA (CoCA). The analysts would identify data script errors, conduct manual updates/revisions, and develop root-cause analysis for larger data integrity issues. The analysts would also maintain and validate an accurate book of business for each broker and process agent/agency broker agreements to appoint brokers as VHP agents. The Sales & Broker Relations analysts track enrollment/retention data for broker-assisted enrollments, the number of appointed agents, percentage of members who paid their premium payments on time, and the number of brokers who are complaint versus noncompliant per Broker agreements.

*Data-Focused*

The Sales & Broker Relations unit is currently facing many data-integrity issues due to the lack of an automated reconciliation process to validate broker of record data in QNXT. As broker enrollments continue to grow, VHP needs to validate the data accurately and timely to avoid commission-related issues for brokers. Currently, almost 60% of all enrollments are
broker-assisted for the CoCA and Individual & Family Plan (IFP) lines of business and 10,000 VHP members rely on brokers to enroll or maintain their plan. The Sales & Broker Relations unit is also working on implementing a sales automation solution that will allow individuals and brokers the ability to use a “shop, quote, and enroll” tool as well as offering a broker portal that will require an interface with QNXT. The Sales & Broker Relations unit needs to ensure that all broker or record data in QNXT is correct and reconciled against CalHEERS data before the data is inputted into the new sales automation solution.

**Add 1.0 FTE alternately staffed Senior Management Analyst or Management Analyst position** to perform data reconciliation, track manual updates, maintain broker of record data, and ensure that all broker of record data in QNXT is validated before integrating QNXT with a sales automation solution. Additionally, this position would audit broker of record data and reconcile data among the VHP core system, QNXT, and CalHEERS. The broker relations side must be adequately staffed to focus on sales strategies, maintain broker of record data accuracy, and ensure regulatory compliance.

**Spanish-Speaking**

The Sales & Broker Relations unit recognizes the need to increase engagement and support for brokers/agents in Region 7 and potential geographic expansions. Brokers/agents are currently responsible for 59% of all CoCA and Individual & Family Plan (IFP) enrollments. Increased sales strategies and alignment with marketing tactics are vital to the success of future enrollment periods, including member retention. Currently, VHP does not have a Spanish-speaking analyst/representative on the sales team, yet almost 40% of all calls to Sales & Broker Relations are from Spanish-speaking shoppers, and this percentage expected to increase as VHP expands. According to the U.S. Census, 26% of residents in Santa Clara County are Latino. Having an in-house Spanish-speaking staff resource would allow the sales side to better engage with and reach out to the Spanish-speaking residents in VHP’s market areas.

**Add 1.0 FTE alternately staffed Senior Management Analyst or Management Analyst (Spanish-Speaking) position** to educate shoppers, appointed brokers, CoCA navigators, and community enrollers about VHP’s procedures, requirements, limitations, patient-centered benefit design, medical cost-shares, and percentage of coverage rates as well as deadlines and plan and metal-level details in English and Spanish. This position would be trained to support all Spanish-speaking clients and prospective members and provide direct enrollment assistance, in Spanish, as clients navigate the CoCA portal, online application and its requirements, as well as the VHP off-exchange IFP application. Currently, these efforts can take from 45 minutes to two (2) hours due to barriers using the translation service and their lack of knowledge of Spanish health insurance key terms. This position would be especially important since VHP anticipates an increased growth in membership from the Latino communities in VHP’s expansion regions.

There is an increased need for VHP to be involved in more broker-related events to improve broker satisfaction and support, and VHP could engage community enrollers and CoCA navigators who connect with VHP’s target population. As Marketing & Communications increases engagement opportunities with community outreach events, VHP is receiving more
shopper calls and visits, many from Spanish-speaking individuals, to the sales team. There is a need to hire a sales representative who is culturally and linguistically suitable to support the County’s Latino-based community as reaching out to the Latino population is an area for potential growth for VHP. By adding a Spanish-speaking sales resource, VHP would provide better service to Spanish-speaking shoppers as communication would be channeled appropriately through a resource who speaks their respective language.

MARKETING & COMMUNICATIONS

The Marketing & Communications (M&C) unit has been tasked with two major initiatives: Customer Acquisition and Customer Retention. The success of both initiatives hinge on the creation of a positive user experience across multiple digital channels. Both potential and existing customers demand a logical web design, swift and accessible communication through social media channels, and the ability to have a consistent customer experience across multiple platforms.

Add 1.0 FTE Social Media/Internet Communications Specialist position to support the development and execution of strategic marketing campaigns for new member enrollment and retention. Additionally, this position would create, implement, and maintain a public communication internet presence and broad-based social media strategies as well as represent VHP’s public and media outreach efforts across social, internet, and emerging media.

With VHP’s transition to a public facing health plan, M&C has an increased expectation to have an active presence on appropriate social media and digital platforms. Additionally, the County has emphasized social media and digital engagement as priority communication formats for all departments. To meet these new demands and align more closely with County priorities, M&C needs additional staffing. This position would establish a level of engagement, knowledge, and skill in internet etiquette, response time, social media platform appropriateness, social media campaign development, and web management necessary to address the growing genre of social media and web-related avenues of the community. The cost of poor web design and implementation and inconsistent or non-responsive social media interactions is a significant contributor to the loss of customer loyalty.

ADMINISTRATION & HUMAN RESOURCES

Add 1.0 FTE alternately staffed Senior Management Analyst or Management Analyst position to lead VHP’s dynamic recruitment and personnel management (workforce planning) team, which includes but is not limited to the management of a managed care professional network marketing program, the coordination of Accreditation Association for Ambulatory Health Care (AAAHC) and National Committee for Quality Assurance (NCQA) accreditation standards for new hire onboarding for over two dozen department sub-units, and the development and management of HR business contracts. Additionally, this position would assist the VHP executive team in its organizational development plans and activities. Finally, this position would collaborate with the Employee Services Agency on a long-term department-wide class study with a focus on right-sizing current classifications to the appropriate managed care specific classifications with the additional goal of creating new classification series for staff career advancement opportunities.
The Administration & HR unit provides centralized administrative support to VHP leadership/management, employees, candidates (potential employees), members, and shoppers (potential members), with employee relations, recruitment and hiring, training and development, budget, and other administrative (including front desk, clerical, and communication) functions. The recruitment and personnel management (workforce planning) team is currently led by an Unclassified Senior Management Analyst, whose term will end in October 2020. With over 241 positions and 66 vacancies, VHP is in urgent need of a full-time classified position to lead its workforce planning efforts.

ACCREDITATION

National Committee for Quality Assurance (NCQA) Health Plan Accreditation (HPA) will be a requirement in the next two (2) to five (5) years, mandated by both Covered California and the California Department of Managed Health Care (DMHC). Building an NCQA accredited organization requires a full-time Program Manager III to interpret regulations, lead special projects, and build the structure to support the leadership team. When VHP previously had NCQA accreditation, much of the work was done by consultants. NCQA accreditation necessitates dedicated staff and a sophisticated level of analysis and report writing.

Add 1.0 FTE Program Manager III position responsible for managing the efforts of VHP in attaining and maintaining accreditation through NCQA. As part of VHP’s senior management team, this position would oversee the accreditation process, which includes working closely with all managers and stakeholders in establishing and refining accreditation policies and procedures—such as for data collection and surveys—as well as conducting pre-audits to review the quality and completeness of performance analysis. Additionally, this position would conduct gap analysis and facilitate stakeholder collaboration for all projects assigned, including ongoing work stream facilitation in support of NCQA accreditation survey readiness. This position would also create, monitor, and execute project work plans and deliverables, including working with the Quality Improvement Manager with ongoing NCQA program planning and management. Moreover, this position would manage the Accreditation staff.

The current Accreditation unit, which comprises of one coded Program Manager I and one coded Management Analyst, is currently managing the Accreditation Association for Ambulatory Health Care (AAAHC) program. They are responsible for ensuring VHP maintains AAAHC accreditation while the NCQA accreditation program is established. The Program Manager III position would enable operational improvement within the Accreditation unit, which is necessary to meet VHP’s NCQA accreditation and other organizational goals. The Program Manager III would serve as resource manager, auditor, organizer, planner, problem-solver, facilitator, and ambassador, both internally and externally. In effect, the Program Manager III would manage all aspects of the accreditation processes, ensuring that appropriate phases are defined, interdepartmental deliverables are coordinated, and reports are properly analyzed—and, most importantly, bring NCQA accreditation a step closer to fruition.

VHP is currently experiencing significant challenges meeting new and existing standards and guidelines for AAAHC and NCQA. Limited resources for the Accreditation unit has been a
critical factor; as a result, scope of work has been restricted and in-depth improvement analysis required by the accreditation bodies, Health Effectiveness Data and Information Set (HEDIS) performance measures, and Consumer Assessment of Healthcare Providers and Systems (CAHPS) survey needs to be completed. If this position is not filled, VHP would be at risk of being out of compliance with Covered California and Santa Clara Family Health Plan (SCFHP) contracts.

**BUSINESS CONFIGURATION**

**Add 1.0 FTE Program Manager II position** responsible for managing the configuration, design, and maintenance of the core claims administration system (i.e., QNXT) for VHP. As part of VHP’s senior management team, this position would work closely with all stakeholders in developing and overseeing workflow improvements. Business processes include claims adjudication; creating and running queries using MS Access and SQL for the purpose of system validations and audits related to claims, benefits, and contracts; maintenance of the Covered California line of business (e.g., provider data, contracts, benefits, pricing, etc.); analyzing new provider contracts for coverage, policy, reimbursement development, and implications for system edits; reviewing, designing, and configuring provider contracts in the claims system; collaborating with the Provider Contracts Administration (PCA) unit to ensure compliant and accurate configuration and maximize claims auto adjudication; loading all code sets into the claims system (e.g., CPT, HCPCS, Revenue, Modifiers, UB04 Data, etc.); ensuring that all updates made will not negatively impact the organization; making recommendations regarding configuration changes to benefits, contracts, Utilization Management (UM) documents, and service group additions for new or changed codes; loading and maintaining all fee schedules for claims processing (e.g., Medi-Cal and CMS fee sets), including ASP, DME, CLIA LAB, RBRVS, APC, DRG, etc.; maintaining custom fee schedules specific to contracts; performing pre-adjudication claims reviews (configuration testing) to ensure proper configuration of contracts, benefits, and authorizations; and unit testing as well as assisting with documentation of test scenarios for implementation of new business and system upgrades.

The Business Configuration unit currently lacks a full-time manager position, which is being filled with an external consultant. The Program Manager II position would hire, train, supervise, and validate the work of two (2) Business Configuration Analyst positions, one (1) Unclassified Senior Management Analyst position, and one (1) Management Analyst position. Reporting to the VHP-Chief Operations Officer, this position would work collaboratively with the Senior Business Configuration Analyst, who serves as a subject matter expert (SME). If this position is not established, VHP would not be able to complete necessary work to support regional/network provider expansion and the increase in membership.

**CLAIMS**

**Add 1.0 FTE Professional Coding Analyst position** in Claims. This position would possess the coding certification necessary to serve as a subject matter expert (SME), review medical records documentation, audit billing information, and ensure billed charges are accurate. This position would also fill in the current gap of coding expertise for VHP and...
conduct studies and reviews of coding issues related to high dollar claims. High dollar claims are claims billed amounts of more than $100,000. Currently, VHP is not reviewing high dollar claims as VHP has a structure and process arranged through a vendor to review high dollar claims. The total actual savings with the vendor’s (Zelis) review for the past two (2) years was more than $4 million. If this position conducts studies and reviews of coding issues, the return on investment should parallel the same trajectory as the vendor’s review of high dollar claims. Additionally, this position would perform analysis and carry out projects that require coordination with multiple departments and units for the implementation of coding educational materials for external providers and VHP internal staff.

**Delete 1.0 FTE vacant alternately staffed Coder II or Coder I position** in Claims. While the Coder II or Coder I position has the same certification requirement as a Professional Coding Analyst position, the required knowledge, ability, and typical tasks set the two classifications apart. The Claims unit requires the Professional Coder Analyst position instead of the vacant alternately staffed Coder II or Coder I because the Professional Coding Analyst position responsibilities align more closely with VHP’s current operational needs. For example, the Coding analyst job specifications go beyond those of the Coder II or Coder I and better align with and enhance VHP operations in the following ways:

- The Professional Coding Analyst would query and request for any missing, unclear, or conflicting documentation related to International Classification of Diseases (ICD) and current procedural terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes from providers.

- The Professional Coding Analyst would conduct coding reviews and recommend workflow changes to maximize coding and charges accuracy.

- The Professional Coding Analyst would be expected to escalate, when needed, charge errors and/or coding discrepancies to Compliance for review at the Fraud and Waste Committee.

- The Professional Coding Analyst would educate and guide providers to capture revenue accurately instead of the Coder II’s responsibility of obtaining account clarification and corrections from providers.

- The Professional Coding Analyst would provide professional fee coding expertise to department managers, nurses, physicians, and claims examiners.

- The Professional Coding Analyst would serve as the institutional SME and resource for interpretation and application of coding rules and regulations pertaining to professional services.

Although the Coder III is a higher-level position than the current vacant Coder II position, the Professional Coding Analyst position differs from the Coder III position as the Coder III’s duties are coding and abstracting of nature, whereas the Professional Coding Analyst’s capacity involves performing analytic studies and preparing reports on coding and accuracy of provider submitted procedure codes. The Professional Coding Analyst would also fill in the missing gap for development of provider education curriculum and training materials of correct coding guidelines. A key difference between the two classifications is the
Professional Coding Analyst would have extensive and continuous interaction with the Information Services unit to assist with resolving problematic configuration settings and computer system issues related to coding. Currently, VHP does not have any full-time certified coders supporting units, such as Claims, Utilization Management, and Appeals & Grievances. The Professional Coding Analyst would be the knowledge powerhouse with an extensive understanding of medical records and ability to conduct analytical studies related to the accuracy of billing and coding to achieve revenue control and prevent payment of incorrectly coded claims.

The Professional Coding Analyst position would not only fill in the coding expertise gap but also educate and guide VHP Claims, Utilization Management, Appeals & Grievances, and Configuration with the coding guidelines as updates and changes are continuous from the National Correct Coding Initiative Edits (NCCI). Additionally, the opportunities are far reaching for external provider and internal staffing education as an incumbent with the certification from the American Academy of Professional Coders (AAPC) or the American Health Information Management Association (AHIMA) would be able to produce materials to support the correct coding conventions for accurate claims reimbursement. The additional staff resource would allow for the ability of VHP Claims to provide insurance claims analysis, resolution of claims issues, and implementation of coding educational materials.

VHP initially attempted an administrative add and delete request action of deleting the one vacant alternately staffed Coder II or Coder I position and adding the one Professional Coding Analyst position. Since the Coder classification series are represented by the bargaining unit SEIU 521, VHP needs concurrence from SEIU 521 to move forward with the proposed administrative add and delete request action. In August 2019, VHP sent SEIU 521 a notice of the proposed add and delete action. SEIU 521 did not concur with such action and requested to meet with VHP. In November 2019, VHP and SEIU 521 met and discussed the action further; however, no agreement was reached.

The Employee Services Agency supports the recommended action.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

Valley Health Plan (VHP) is a Knox-Keene licensed health maintenance organization (HMO) owned and operated by the County of Santa Clara. VHP has received accreditation from the Accreditation Association for Ambulatory Health Care (AAAHC) and is a Qualified Health Plan (QHP) for Covered California and the California Health Benefit Exchange. VHP is committed to promoting managed care principals, such as paneled physician practices, health education, disease management, preventative care, utilization management, and community
outreach to improve the health and well-being of its members. The plan administrative performance is regulated by the State of California through the Department of Managed Health Care (DMHC) for both financial and medical operations. The ongoing successful operation of VHP contributes to the financial viability of the County.

With over 241 positions and 66 vacancies, VHP’s current strategy to enhance its recruitment efforts includes but is not limited to: marketing VHP as an employer of choice through social media platforms such as LinkedIn; promoting VHP’s vacant positions in professional networks such as Health Plan Alliance, California Health Facts, and the California Association of Health Plan; and utilizing professional outreach services to attract managed care talent. VHP is also allocating in-house resources, such as a dedicated website, recruitment email, and phoneline, to streamline VHP recruitment services.

**CONSEQUENCES OF NEGATIVE ACTION**

Valley Health Plan (VHP) would not be adequately staffed/supported to move toward the desired self-sustaining organizational model to provide the services essential for VHP business operations, would be at risk of incurring significant fines and penalties, and would be non-compliant with the Department of Managed Health Care (DMHC) regulations.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board of Supervisors will notify Daryl Ricasa, Stacy Burnell, and Kevin Luu at Valley Health Plan via email at daryl.ricasa@vhp.sccgov.org, stacy.burnell@vhp.sccgov.org, and kevin.luu@vhp.sccgov.org upon completed processing.

**LINKS:**

- Linked To: 100309 : Adoption of Salary Ordinance No. NS-5.20.106 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Coder II or Coder I position and adding one Accountant III or Accountant II or Accountant I position, three Business Configuration Analyst or Associate Business Configuration Analyst positions, one Community Outreach Specialist position, six Health Care Services Business Development Analyst positions, four Management Analyst or Associate Management Analyst positions, one Medical Social Worker II or Medical Social Worker I position, one Pharmacist Specialist position, one Pharmacy Data Specialist - Valley Health Plan position, one Professional Coding Analyst position, two Program Manager II positions, two Program Manager III positions, four Senior Management Analyst or Management Analyst positions, one Social Media/Internet Communications Specialist position, seven Utilization Review Coordinator-VHP positions, and four VHP Member Services Representative positions in Valley Health Plan.

**ATTACHMENTS:**

- F85 175 LF 100308 Resource Add 4.7.20 BOS  (PDF)
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Request For Appropriation Modification
Fiscal Year = 2020

3/24/20
Prepared By:

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3/24/20

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Packet Pg. 635

Attachment: F85.175 LF 100308 Resource Add 4.7.20 BOS (100308 : Appropriation Modification for Valley Health Plan Position Adds and...
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# County Of Santa Clara
Request For Appropriation Modification

**Fiscal Year = 2020**

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3/24/20

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**Form ID# Included:**
24528,

**Transfer (From) To Fund Balance:**

**Grand Total:**

0.00 0.00
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Laura E. Rosas, Chief Executive Officer - VHP
SUBJECT: Salary Ordinance Amendment for Valley Health Plan Position Adds and Deletes

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.106 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Coder II or Coder I position and adding one Accountant III or Accountant II or Accountant I position, three Business Configuration Analyst or Associate Business Configuration Analyst positions, one Community Outreach Specialist position, six Health Care Services Business Development Analyst positions, four Management Analyst or Associate Management Analyst positions, one Medical Social Worker II or Medical Social Worker I position, one Pharmacist Specialist position, one Pharmacy Data Specialist - Valley Health Plan position, one Professional Coding Analyst position, two Program Manager II positions, two Program Manager III positions, four Senior Management Analyst or Management Analyst positions, one Social Media/Internet Communications Specialist position, seven Utilization Review Coordinator-VHP positions, and four VHP Member Services Representative positions in Valley Health Plan.

- Introduce, waive reading, and preliminarily adopt on April 7, 2020.
- Adopt (Final) on April 21, 2020.

Please refer to Legislative File #100308.

LINKS:
- Linked From: 100308 : Approve Request for Appropriation Modification No. 175 - $1,003,808 transferring funds within the Valley Health Plan budget relating to position adjustments due to increased enrollment and projected expansion of services.

ATTACHMENTS:
- NS-5.20.106 - VHP - Delete and add various positions in VHP (PDF)
ORDINANCE NO. NS-5.20.106

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 50 – VALLEY HEALTH PLAN – BU 725 the following shall be deleted:

1. J05  Coder II
   OR  J06  Coder I

SECTION 2:

In SECTION 50 – VALLEY HEALTH PLAN – BU 725 the following shall be added:

1. B77  Accountant III
   OR  B78  Accountant II
   OR  B80  Accountant I
   3. F8B  Business Configuration Analyst
      OR  F8A  Associate Business Configuration Analyst
*795*

1. E04  Community Outreach Specialist
   OR  B1R  Associate Management Analyst

*157*

1. Y03  Medical Social Worker II
   OR  Y04  Medical Social Worker I
   1. P40  Pharmacist Specialist
   1. R2S  Pharmacy Data Specialist - Valley Health Plan
   1. B9S  Professional Coding Analyst
   2. B3N  Program Manager II
   2. B3H  Program Manager III
   4. B1N  Senior Management Analyst
   OR  B1P  Management Analyst
   1. C9B  Social Media/Internet Communications Specialist

Attachment: NS-5.20.106 - VHP - Delete and add various positions in VHP  (100309 : Salary Ordinance Amendment for Valley Health Plan
SECTION 3:

This Ordinance shall take effect April 21, 2020. This Ordinance shall be implemented on May 4, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ______________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

_____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of Supervisors.

Attest:

_____________________________________
Megan Doyle
Clerk of the Board of Supervisors
DATE: April 7, 2020

TO: Board of Supervisors

FROM: John P. Mills, Director, Employee Services Agency

SUBJECT: New Classification - Traffic Signal Systems Supervisor

RECOMMENDED ACTION

Approve job specification and amend Classification Plan to add classification of Traffic Signal Systems Supervisor.

FISCAL IMPLICATIONS

The cost of the two (2) new of Traffic Signal Systems Supervisor positions within the Roads and Airports Department for the remainder of FY 2019-20 is approximately $30,000 and will be absorbed within Roads and Airports’ existing appropriations. The annualized cost of adding these new positions is approximately $185,000.

CONTRACT HISTORY

Not applicable.

REASONS FOR RECOMMENDATION

The Roads Department maintains and operates approximately 632 miles of urban and rural roadways and expressways in the unincorporated areas of Santa Clara County. The County of Santa Clara is the only county in California that maintains its own expressway system.

It was determined that, to best serve the needs of the County, there should be two distinct sides to the Signal and Electrical Operations group. The Inspection and Maintenance side will have responsibility for the inspection and maintenance of the equipment and facilities used in Traffic Signal Operations, and the Signal Operations side will focus on the repair and maintenance of the actual traffic signal systems themselves. Each of these areas will be supervised by the proposed new classification of Traffic Signal Systems Supervisor. This classification will be responsible for providing insight and information to the Principal Civil Engineer and be able to serve as a Subject Matter Expert on the traffic signal systems, a critical link between the engineering side and the field side. The new classification contains the appropriate definition, typical tasks, employment standards, and compensation to perform the duties to be assigned. Additionally, it is recommended to abolish the Electronic Systems Supervisor classification, as it is no longer being utilized.
CHILD IMPACT
The recommended action will have no/neutral impact on children.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
Roads and Airports Department management identified a need for a position to work in collaboration with the Traffic Operations Group, and to oversee and supervise the Traffic Operations Center. Employee Services Agency – Human Resources (ESA-HR) accepted the study to identify and create a new classification.

The proposed Traffic Signal Systems Supervisor classification will oversee the critical operations of the Traffic Operations Center, which includes the supervision of all staff assigned to the installation, operation, inspection, maintenance, repair, and modification of traffic signal systems, lighting, and electrical/electronic systems. This classification will be responsible for receiving trouble calls, investigating alarms at signalized intersections and pump stations, and taking immediate and appropriate action. In addition, this new classification will supervise all Senior Electrical/Electronic Technicians, Electrical/Electronic Technicians, and Electrical/Electronic Assistants, who are assigned to maintain signalized traffic intersections. The proposed Traffic Signal Systems Supervisor classification will be an integral part of the Signal Operations Unit and will focus on Signal Operations and Inspection and Maintenance, and will report to a Principal Civil Engineer, responsible for the oversight of the two closely related Traffic Engineering and Signal Operations groups.

The Traffic Signal Systems Supervisor will have expertise in the electrical and electronic systems that form the foundation of the County-wide traffic signal system. This classification will be responsible for providing insight and information to the Principal Civil Engineer and be able to serve as a Subject Matter Expert on the traffic signal systems. Due to the large geographic area that Santa Clara County covers, it is appropriate to have two (2) positions in the new classification. One (1) position will oversee the Signal Operations side and one (1) position will oversee the Inspection and Maintenance side of Signal & Electrical Operations. Additionally, having two (2) Traffic Signal Systems Supervisor positions allows the Roads Department to better plan for the workloads of their respective areas and provides each Traffic Signal Systems Supervisor with the ability to gain a deeper understanding of the required areas. This increased knowledge will allow each Traffic Signal Systems Supervisor to make responsible recommendations about technological changes and developments affecting the County-wide signal systems.

The original salary survey required looking outside of the comparable jurisdictions, as there was only one comparable classification within the five (5) comparable counties. Many local jurisdictions utilize their own classifications for work done in and around their area. Two (2) jurisdictions, the Municipal Transit Authority and the City of San Jose, had specifications
that were sufficiently similar that they could be considered as comparable. Including these comparable classifications in the salary survey increased the average significantly and showed the recommended salary of the proposed Traffic Signal Systems Supervisor to be 10.2% below the average. While the employment standards for the two (2) classifications added to the salary survey are slightly higher, it is not recommended to increase the employment standards of the Traffic Signal Systems Supervisor. The County of Santa Clara strives to attract qualified employees to work in the County, and based upon the amended salary survey, it is recommended that the salary of the Traffic Signal Systems Supervisor be placed at an hourly rate of $49.28 – $59.90. This salary, while approximately 0.8% under the average, supports the slightly lower employment standards, while still providing a competitive wage in the current market, allowing the County to attract and retain highly qualified applicants.

County Employees’ Management Association (CEMA) concurs with the recommended actions.

CONSEQUENCES OF NEGATIVE ACTION
The department will be hindered in its ability to efficiently maintain the traffic controls for over 600+ miles of roadway.

STEPS FOLLOWING APPROVAL
The Clerk of the Board of Supervisors is requested to notify the ESA Agenda coordinators of completed processing.

LINKS:
- Linked To: 100891 : Adoption of Salary Ordinance No. NS-5.20.105 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Electrical Systems Supervisor position and adding two Traffic Signal Systems Supervisor positions in the Roads Department and amending the Salary Schedule to abolish the classification of Electrical Systems Supervisor and add the classification of Traffic Signal Systems Supervisor.

ATTACHMENTS:
- Classification Study Report - Traffic Signal Systems Supervisor(PDF)
- Traffic Signal Systems Supervisor Salary Survey (PDF)
- Traffic Signal Systems Supervisor Job Specification (PDF)
CLASSIFICATION REPORT

Date: February 27, 2020

To: Harry Freitas, Director
Roads and Airports Department

Fattima Contreras, Senior Human Resources Analyst

From: Employee Services Agency – Human Resources

Reviewed by: Anita Asher, Human Resources Manager

Subject: Classification Report – Traffic Signal Systems Supervisor

Background
The Roads and Airports Department management identified a need for a position to work in collaboration with the Traffic Operations Group, and to oversee and supervise the Traffic Operations Center. Employee Services Agency – Human Resources (ESA-HR) accepted the study to identify and create a new classification.

Organization:
The Roads Department maintains and operates approximately 632 miles of urban and rural roadways and expressways, in the unincorporated areas of Santa Clara County; it is the only county in California that maintains its own expressway system. The Department’s mission is to maintain, operate, and enhance the County’s roadways, as well as sustain a high quality of living by ensuring the safety of the traveling public and accommodating road travelers. The Roads Department achieves this mission through three functional areas: traffic management, infrastructure development, and property management.

Road Maintenance and Signal Operations is comprised of six units: Administration; East, West and South Road Maintenance yards; Roads Engineering; and Traffic Engineering and Signal Operations.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith
Findings/Analysis:
It was determined that, to best serve the needs of the County, there should be two
distinct sides to the Signal and Electrical Operations group. The Inspection and
Maintenance side will have responsibility for the inspection and maintenance of the
equipment and facilities used in Traffic Signal Operations, and the Signal Operations
side will focus on the repair and maintenance of the actual traffic signal systems. Each
of these areas will be supervised by the proposed new classification of Traffic Signal
Systems Supervisor.

The proposed Traffic Signal Systems Supervisor classification will oversee the critical
operations of the Traffic Operations Center, which includes the supervision of all staff
assigned to the installation, operation, inspection, maintenance, repair, and modification
of traffic signal systems, lighting, and electrical/electronic systems. This classification
will be responsible for receiving trouble calls, investigating alarms at signalized
intersections and pump stations, and taking immediate and appropriate action. In
addition, this new classification will supervise all Senior Electrical/Electronic
Technicians, Electrical/Electronic Technicians, and Electrical/ Electronic Assistants,
who are assigned to maintain signalized traffic intersections. The proposed Traffic
Signal Systems Supervisor classification will be an integral part of the Signal
Operations Unit and will focus on Signal Operations and Inspection and Maintenance,
and will report to a Principal Civil Engineer, responsible for the oversight of the two
closely related Traffic Engineering and Signal Operations groups.

The Traffic Signal Systems Supervisor will have expertise in the electrical and
electronic systems that form the foundation of the County-wide traffic signal system.
This classification will be responsible for providing insight and information to the
Principal Civil Engineer and be able to serve as a Subject Matter Expert on the traffic
signal systems.

The definition of the Traffic Signal Systems Supervisor is: “Under direction, to
supervise the installation, operation, inspection, maintenance, repair, and modification
of traffic signal systems, lighting, electrical/electronic systems and components, and
signal lighting facilities, and has overall responsibility for the Traffic Operations
Center.”

Examples of the typical tasks performed by the Traffic Signal Systems Supervisor
include:
• Supervises the Traffic Operations Center, including the installation, operation, inspection, maintenance, repair, and modification of traffic signal systems, lighting and electrical/electronic systems;
• Plans, assigns, trains, supervises, counsels, and reviews the daily work of traffic signal staff;
• Interviews and selects or recommends selection of new staff;
• Coordinates and oversees emergency repairs and other electrical work as needed;
• Operates and maintains the Traffic Operations Center and monitors Traffic Management System alarms;
• Adjusts or supervises adjustment of traffic signal timing for planned or unplanned incidents; ensures proper and safe operation of traffic signals;
• Develops and implements diagnostic techniques for traffic signal systems, controllers, and other electrical systems;
• Develops and maintains a schedule for preventive maintenance programs, and oversees and provides assistance as needed to perform scheduled maintenance;
• Supervises the investigation of complaints and responds to concerns related to traffic signal lighting and related equipment malfunctions;
• Coordinates with other public jurisdictions that interface with traffic control, signals, and related systems;
• Estimates time and material costs for various traffic signal projects;
• Maintains knowledge of current technology and vendor equipment; trains and provides relevant technical support to staff on traffic signal computer programs and peripheral equipment;
• Reviews design plans and specifications and makes recommendations concerning constructability, installation, and modifications of proposed traffic signal or lighting systems, and coordinates and communicates with engineering staff.

The employment standards include the following training and experience note that specifies the most typical way to obtain required knowledge and abilities:

The required knowledge and abilities are attained through possession of a high school diploma or equivalent,

and

Three (3) years of experience in the electrical/electronic field, which must have included work on traffic signals and systems, and two (2) years of experience comparable to the
Senior Electrical/Electronic Technician in the County of Santa Clara, which must include lead or supervisory duties.

Completion of an approved four (4) year electrical apprenticeship may substitute for two (2) years of the required work experience, but cannot be substituted for the lead or supervisory experience.

**Salary Analysis**

A review of the five comparable counties, including Alameda, Contra Costa, San Mateo, Santa Cruz and the City and County of San Francisco, was conducted. However, there was not a comparable classification found in four of the five local jurisdictions. Only Alameda County was found to have a classification with a comparable definition, tasks, and employment standards to the proposed Traffic Signal Systems Supervisor. Additional research found comparable classifications in Sacramento County and the City of Campbell. The average top hourly rate for this classification in these jurisdictions was $48.79 hourly.

In the County of Santa Clara, the Traffic Signal Systems Supervisor will have supervision over the Senior Electrical/Electronic Technician classification, among others, which is paid $49.02 hourly at top step, therefore; it is recommended that the salary for the Traffic Signal Systems Supervisor be $44.34 – $53.90 hourly. This is approximately 9% above the market average, making it competitive in the local job market and allowing for a 10% difference between the Supervisory class and the salary of the highest subordinate classification supervised, the Senior Electrical/Electronic Technician.

Due to the large geographic area that Santa Cara County covers, it is appropriate to have two (2) positions in the new classification. One (1) position will oversee the Signal Operations side and one (1) position will oversee the Inspection and Maintenance side of Signal & Electrical Operations. Additionally, having two (2) Traffic Signal Systems Supervisor positions allows the Roads Department to better plan for the workloads of their respective areas and provides each Traffic Signal Systems Supervisor with the ability to gain a deeper understanding of the required areas. This increased knowledge will allow each Traffic Signal Systems Supervisor to make responsible recommendations about technological changes and developments affecting the County-wide signal systems.
Addenda
A meet and confer was held with CEMA on January 28, 2020, at which time CEMA presented several class specifications from other jurisdictions to consider an increase to the salary recommendation of the new classification.

The original salary survey required looking outside of the comparable jurisdictions, as there was only one comparable classification within the five (5) comparable counties. Many local jurisdictions utilize their own classifications for work done in and around their area. Two (2) jurisdictions, the Municipal Transit Authority and the City of San Jose, had specifications that were similar enough that they could be considered as comparable. Including these comparable classifications in the salary survey increased the average significantly and showed the recommended salary of the proposed Traffic Signal Systems Supervisor to be 10.2% below average. While the employment standards for the two (2) classifications added to the salary survey are slightly higher, it is not recommended to increase the employment standards to the TSSS. The County of Santa Clara strives to attract qualified employees to work in the County, and based upon the amended salary survey, it is recommended that the salary of the TSSS be increased to $49.28 – $59.40. This 10.2% increase will provide a competitive wage in the current market, allowing us to attract and retain highly qualified applicants.

Recommendations
1. Adopt the new classification of Traffic Signal Systems Supervisor and compensate it at $49.28 – $59.40 hourly.
2. Add two (2) Traffic Signal Systems Supervisor positions in BU 603.
3. Delete one (1) vacant Electrical Systems Supervisor position in BU 603.

Fiscal Implications
The annual cost to add two Traffic Signal Systems Supervisor positions is approximately $233,334.

Attachments
- Traffic Signal Systems Supervisor Job Specification
- Salary Analysis worksheet
Under direction, supervises, assigns, reviews, and participates in the work of staff responsible for the installation, diagnosis, repair, maintenance, modification of traffic signal systems, electrical/electronic maintenance and repair, and related work as required.

**Agency**

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<th>Definition</th>
<th>Employment Standards</th>
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<td>Traffic Signal Supervisor</td>
<td>Under general supervision, to direct the county-wide traffic signal operation, and to perform related work as required.</td>
<td>The equivalent of two years of full-time experience as a Traffic Signal Technician in Alameda Co. or in a related class requiring experience in the operation, maintenance and repair of electrical and electronic equipment of the type used in traffic signals. OR Four (4) years full-time experience in the maintenance and repair of electrical and electronic equipment, at least one year of which must have been in a supervisory capacity. (Completion of a two-year course in repair of electrical or electronic equipment used in traffic signals may be substituted for one year of required work experience, but not for the required supervisory experience.)</td>
<td>$ 55.20</td>
<td>$ 55.20</td>
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Traffic Signal Systems Supervisor

Definition
Under direction, to supervise the installation, operation, inspection, maintenance, repair, and modification of traffic signal systems, lighting, electrical/electronic systems and components, and signal lighting facilities, and has overall responsibility for the Traffic Operations Center.

Distinguishing Characteristics
The Traffic Signal Systems Supervisor supervises technical staff and performs, or assists in performing, the most difficult inspection, repair, and testing of electrical/electronic traffic signal systems and components. This classification serves as a specialist in traffic signal system technology, such as traffic signal synchronization, computerization, and equipment. The Traffic Signal Systems Supervisor makes recommendations and advises on impacts to the County-wide signal system.

The Traffic Signal Systems Supervisor classification is distinguished from the Principal Civil Engineer – Roads and Airports classification in that the Principal Civil Engineer – Roads and Airports is a management-level classification with responsibility for the activities of the Engineering and Operations divisions, including oversight of the Traffic Engineering and Signal Operations groups, whereas the Traffic Signal Systems Supervisor has responsibility for the direct supervision of staff assigned to the installation, operation, inspection, maintenance, repair, and modification of traffic signals and related equipment.

The Traffic Signal Systems Supervisor classification is distinguished from the Senior Electrical/Electronic Technician classification in that the Senior Electrical/Electronic Technician independently performs construction inspection, the more complex maintenance and repair of traffic signals, lighting, voice and data cabling, telecommunications equipment, electrical/electronic systems and related equipment, and acts in a lead capacity over the Electrical/Electronic Assistants and Technicians, whereas the Traffic Signal Systems Supervisor has full supervisory responsibility over the Traffic Operations Center staff.
Typical Tasks

- Supervises the Traffic Operations Center, including the installation, operation, inspection, maintenance, repair, and modification of traffic signal systems, lighting and electrical/electronic systems;
- Plans, assigns, trains, supervises, counsels, and reviews the daily work of traffic signal staff;
- Interviews and selects or recommends selection of new staff;
- Coordinates and oversees emergency repairs and other electrical work as needed;
- Operates and maintains the Traffic Operations Center and monitors Traffic Management System alarms;
- Adjusts or supervises adjustment of traffic signal timing for planned or unplanned incidents; ensures proper and safe operation of traffic signals;
- Develops and implements diagnostic techniques for traffic signal systems, controllers, and other electrical systems;
- Develops and maintains a schedule for preventive maintenance programs, and oversees and provides assistance as needed to perform scheduled maintenance;
- Supervises the investigation of complaints and responds to concerns related to traffic signal lighting and related equipment malfunctions;
- Coordinates with other public jurisdictions that interface with traffic control, signals, and related systems;
- Estimates time and material costs for various traffic signal projects;
- Maintains knowledge of current technology and vendor equipment; trains and provides relevant technical support to staff on traffic signal computer programs and peripheral equipment;
- Reviews design plans and specifications and makes recommendations concerning constructability, installation, and modifications of proposed traffic signal or lighting systems, and coordinates and communicates with engineering staff;
- Reviews purchase orders, payments, and charges for signal and lighting installations and communication utility service charges;
- Prepares written reports on operations, equipment evaluation, maintenance, and measures of effectiveness;
- Assists with budget preparations;
• Serves as liaison with other County operations and outside agencies relative to the work and responsibilities of the Traffic Operations Center;
• May be assigned as a Disaster Service Worker, as required;
• Performs other related duties, as required.

Employment Standards
Sufficient education, training, and experience to demonstrate the possession and direct application of the following knowledge and abilities.

Training and Experience Note: The required knowledge and abilities are attained through possession of a high school diploma or equivalent, and

Three (3) years of experience in the electrical/electronic field, which must have included work on traffic signals and systems, and two (2) years of experience comparable to the Senior Electrical/Electronic Technician in the County of Santa Clara, which must include lead or supervisory duties.

Completion of an approved four (4) year electrical apprenticeship may substitute for two (2) years of the required work experience, but cannot be substituted for the lead or supervisory experience.

Special Requirements:
• Ability to travel to alternate locations in the course of work. If driving, possession of a valid California Driver's License prior to appointment and the ability to qualify for and maintain a County driver authorization.

Knowledge of:
• Methods and procedures used to operate, repair and maintain traffic signal control systems, lighting systems, and various electronic control systems;
• Principles and practices of training, supervision, and effective discipline;
• Theory and principles of electrical and electronic equipment and circuits, including the operation, maintenance and installation of digital and analog electronic systems;
• Laws, ordinances, and regulations governing electrical construction;
• Computer systems operation, maintenance, and installation;
• Principles and practices of traffic engineering;
• Occupational hazards and safety precautions;
• Computer use and common applications, such as word processing, spreadsheet, databases and e-mail applications.

**Ability to:**

• Plan, assign, train, supervise, and counsel staff;
• Read and interpret construction plans, specifications, electronic schematics, and diagrams;
• Develop procedures for preventive maintenance programs;
• Estimate time and material costs for electrical construction;
• Write clearly and concisely and prepare a variety of reports with recommendations;
• Develop and implement traffic signal timing plans and coordination plans;
• Operate computer-based traffic signal equipment and systems;
• Mitigate complaints related to traffic signal malfunctions;
• Develop and maintain effective working relationships with contractors, public safety personnel, staff, co-workers, and the general public;
• Operate a variety of office software and equipment.

**Physical Requirements:**

• Required to work on-call on a rotational basis and may be required to work after hours and on weekends in the event of emergencies.

NEW – 01/13/2019 – FC
NS-5.20.105
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Salary Ordinance Amendment related to Traffic Signal Systems Supervisor Classification Study

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.105 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees deleting one Electrical Systems Supervisor position and adding two Traffic Signal Systems Supervisor positions in the Roads Department and amending the Salary Schedule to abolish the classification of Electrical Systems Supervisor and add the classification of Traffic Signal Systems Supervisor.

- Introduce, waive reading, and preliminarily adopt on April 7, 2020.
- Adopt (Final) on April 21, 2020.

Please see Legislative File #100918.

LINKS:
- Linked From: 100918: Approve job specification and amend Classification Plan to add classification of Traffic Signal Systems Supervisor.

ATTACHMENTS:
- NS-5.20.105 - ESA - Various actions related to the Traffic Signal Systems Supervisor Classification Study (PDF)
ORDINANCE NO. NS-5.20.105

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 46 – ROADS DEPARTMENT – BU 603 the following shall be deleted:

1 K89 Electrical Systems Supervisor

SECTION 2:

In SECTION 46 – ROADS DEPARTMENT – BU 603 the following shall be added:

2 M6A Traffic Signal Systems Supervisor

SECTION 3:

The Salary Schedule shall be amended to delete the classification and salary listed below:

K89 Electrical Systems Supervisor

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30.a Packet Pg. 661

Attachment: NS-5.20.105 - ESA - Various actions related to the Traffic Signal Systems Supervisor Classification Study (100891 : Salary
SECTION 4:
The Salary Schedule shall be amended to add the classification and salary listed below:

M6A  Traffic Signal Systems Supervisor

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SECTION 5:

This Ordinance shall take effect April 21, 2020. This Ordinance shall be implemented on May 4, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

________________________
Megan Doyle
Clerk of the Board of Supervisors
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: New Executive Leadership Classification - California Children's Services Medical Director

RECOMMENDED ACTION
Approve job specification and amend Classification Plan to add classification of California Children's Services Medical Director.

FISCAL IMPLICATIONS
Please see Legislative File #100949.

CONTRACT HISTORY
Not applicable.

REASONS FOR RECOMMENDATION
The County needs a physician classification that is fully dedicated to providing proper medical oversight, guidance, and direction for the California Children’s Services (CCS) Program. Approval of the proposed job specification and linked Executive Leadership Salary Ordinance Amendment is necessary to specify the typical tasks, employment standards, and compensation for the required duties to be performed by the position.

CHILD IMPACT
The recommended action will have a positive impact on children as this position will provide medical leadership and oversight for local programs, policy development, and implementation of coordinated services for children with special healthcare needs.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
The Employee Services Agency (ESA), in conjunction with Public Health Department leadership, reviewed the current demands and future expectations for the CCS Program. In an effort to provide critical infrastructure for the implementation of key operational priorities for the CCS Program, a classification review was completed and identified that a fully focused medical leadership position was necessary.

Since 2002, the CCS Medical Director (Class Code-P04 Assistant Public Health Officer) has been a multi-functional position that has included (1) the primary role of providing medical direction for the CCS Program, (2) the secondary role of providing medical direction for the Child Health and Disability Program and other programs within the Maternal, Child, and Family Health Branch of the Public Health Department, and (3) the Assistant Public Health Officer role, which includes disaster/emergency response and 24/7 after-hours on-call responsibilities. Due to the complex nature of the CCS Program and the broader healthcare context, there has been increasing demand for the CCS Medical Director to focus time and expertise solely on that program. Furthermore, there has been a decline in medical guidance for CCS at the state level, placing more demands on the local CCS Medical Director.

Currently, there is no full-time dedicated position to provide proper guidance and direction for the CCS Program within the Public Health Department. Given the level of expertise and specialization required for the CCS Medical Director, as well as the current salary for the Assistant Public Health Officer classification, it has consistently been a challenge to recruit and retain employees in this role. Over the past six years, the department has had to recruit for CCS Medical Director twice. Both times, hiring was a challenge, taking more than six months to hire, with few candidates applying that met employment standards. In reviewing the compensation for this position, it was determined that the County is below the market average. Therefore, ESA recommends an increase in salary to be more competitive with surrounding Bay Area counties. The comparable counties used in the salary survey were the City and County of San Francisco, Alameda County, and San Mateo County.

After assessing the duties to be assigned, it was concluded that the Assistant Public Health Officer classification does not appropriately reflect the current role and level of responsibility needed, so ESA is recommending that the CCS Medical Director classification be created.

ESA will return to the Board in June 2020 with an amendment to the Executive Leadership Salary Ordinance to delete the Assistant Public Health Officer position responsible for the CCS Program to off-set the cost associated with the addition of the CCS Medical Director position.

In order to recruit individuals who will be successful in the position and to provide the highest quality of leadership, it is necessary to establish the appropriate classification that is reflective of the duties and typical tasks to be performed, and that specifies the knowledge, skills, abilities, and employment standards required. The recommended salary for the new classification of California Children’s Services Medical Director will ensure a competitive compensation package for recruitment and retention of individuals whose background and experience match the needs of this critical position.

It is recommended that the Board of Supervisors approve the creation of this new classification, along with the addition of the position, and that this classification be
established as an Executive Leadership classification, in the same manner as other Medical Director classifications.

**CONSEQUENCES OF NEGATIVE ACTION**

The Public Health Department would not have a fully dedicated executive leadership position for the successful medical guidance and direction of the California Children’s Services Program.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board of Supervisors is requested to send MinuteTraq notification of completed processing to Patricia Carrillo, Director, Executive Services, Employee Services Agency; Jennifer Paredes-Fricano, Agenda Coordinator, Human Resources Department, Employee Services Agency; and Sara Cody, Public Health Officer and Public Health Director, Public Health Department.

**LINKS:**

- Linked From: 100949 : Adoption of Executive Leadership Salary Ordinance No. NS-20.19.05 amending Santa Clara County Executive Leadership Salary Ordinance No. NS-20.19 relating to compensation of employees adding one California Children's Services Medical Director position in the Santa Clara Valley Health and Hospital System, Public Health Department, and amending Exhibit A of Executive Leadership Salary Ordinance No. NS-20.19 to add the classification of California Children's Services Medical Director.

**ATTACHMENTS:**

- California Children's Services Medical Director Job Specification (PDF)
California Children’s Services (CCS) Medical Director

THE POSITION

Under general direction, the Medical Director for the California Children’s Services (CCS) program provides medical direction and leadership for the program. This position determines medical eligibility for CCS services and provides medical oversight in the provision of care coordination and case management by registered nurses and provides consultation to the Chief occupational/physical therapist, and social workers. This position may act as the Director of the program as deemed necessary, and reports to the Public Health Officer.

TYPICAL TASKS

- Oversees all determinations of medical eligibility, medical benefits, and medical necessity for CCS Clients, which may include the supervision of eligibility/authorizations of nurse case managers.

- Provides oversight of quality of care and the continual improvement of services and medical outcomes, including participation in MTU Utilization Review.

- Addresses authorization denial and appeals; and participates in Fair Hearings.

- Monitors hospital adherence to CCS standards for Specialty Care Centers, including meeting and conferring with noncompliant providers.

- Provides leadership in policy development and implementation regarding coordination of services for children with special health care needs, and in the provision of optimal pediatric care in collaboration with all relevant agencies.

- Represents the County and CCS Program at regional and state CCS committees and convenings.

- Oversees provider relations activities, including provider communications, technical assistance to CCS providers regarding State policy, and training and information about CCS program.
• Provides medical oversight and education to the CCS Medical Therapy Program and its physicians,

• Collaborates with local health plans to ensure coordination and continuity of care and attends quarterly MOU meetings with health plans.

• Oversees CCS Medical Therapy conference team.

• Assists with recruitment of pediatricians and pediatric sub-specialists for CCS paneling.

• Participates in recruiting, selecting, onboarding and supervision of CCS clinical managers; and Chief (CCS) Therapist.

• Coordinates with CCS Administrator to provide daily support and appropriate direction to staff on issues pertaining to CCS eligibility, authorizations, and case management.

• Collaborates with the Director of Public Health Nursing Services for nurse practice policies and protocols.

• Ensure compliance with all CCS State policies and regulations.

• During a public health emergency, share 24/7 after-hours night and weekend call with other public health physicians for public health related issues.

• May be assigned as a Disaster Service Worker, as required; and

• Performs related duties, as required.
EMPLOYMENT STANDARDS

Considerable education, significant training and experience to demonstrate the ability to perform the above tasks and possession and application of the knowledge and abilities listed below:

Must be a licensed Physician in California.

The successful candidate will have at least (5) five years’ experience as a licensed physician, including (2) years of management experience in the planning, organization, and coordination of a local government and/or community based public health program, that includes (1) year experience in administrative or supervisory position.

Board Certified or Eligible in Pediatrics, or a related specialty is required. Board Certified or Eligible in a pediatric subspecialty is highly desired.

Knowledge of:

- Children with special health care needs and the California Code of Regulations governing CCS eligibility standards.
- Clinical medicine, public health and health care, management and administration.
- Federal, state and local laws governing public health programs for children with special health care needs.
- Principles and procedures of program development, implementation, evaluation and quality assurance/improvement.
- Principles of governmental organization, public financing and budgeting; and
- Current developments in local public health programs.

Ability to:

- Serve as the Public Health liaison to the local medical community and County medical association.
- Understand, interpret and apply provisions of federal, state and local legislation, rules
and regulations pertinent to the administration of appropriate programs.

- Facilitate interaction and collaboration among a complex mix of public agencies and community-based organizations.

- Speak before professional and community groups.

- Assist in the preparation and implementation of a comprehensive budget for CCS and other relative program(s) and assist in the control of expenditures; and

- Effectively plan, direct, supervise and evaluate work of subordinate staff.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Salary Ordinance Amendment related to California Children's Services Medical Director

RECOMMENDED ACTION
Adoption of Executive Leadership Salary Ordinance No. NS-20.19.05 amending Santa Clara County Executive Leadership Salary Ordinance No. NS-20.19 relating to compensation of employees adding one California Children's Services Medical Director position in the Santa Clara Valley Health and Hospital System, Public Health Department, and amending Exhibit A of Executive Leadership Salary Ordinance No. NS-20.19 to add the classification of California Children's Services Medical Director.

- Introduce, waive reading, and preliminarily adopt on April 7, 2020.
- Adopt (Final) on April 21, 2020.

FISCAL IMPLICATIONS
The cost to implement the recommended action is approximately $64,500 for Fiscal Year (FY) 2019-20, and will be absorbed by the Public Health Department’s existing appropriations. The ongoing impact for FY 2020-21 is approximately $382,000, which will be offset by the future deletion of a vacant Assistant Public Officer position and an increase in the County’s allocation under the State of California Children’s Services program.

LINKS:
- Linked To: 100944 : Approve job specification and amend Classification Plan to add classification of California Children's Services Medical Director.

ATTACHMENTS:
- Executive Leadership Salary Ordinance No. NS-20.19.05 - California Children's Services Medical Director (DOC)
ORDINANCE NO. NS-20.19.05

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-20.19 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In Exhibit A to Ordinance No. NS-20.19, under the Section entitled SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM, the following shall be added:

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SECTION 2:

This Ordinance shall take effect April 21, 2020. This Ordinance shall be implemented on May 4, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ______________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

______________________________
Cindy Chavez, President
BOARD OF SUPERVISORS

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

______________________________
Megan Doyle
Clerk of the Board of Supervisors

QT 4/21/2020

Form Approved by County Counsel 7/19/2019
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Approve Tentative Agreement with the County Employees Management Association

RECOMMENDED ACTION
Approve Tentative Agreement with the County Employees Management Association, Operating Engineers Local No. 3, American Federation of Labor - Congress of Industrial Organizations for a Successor Labor Agreement for period April 6, 2020 through June 23, 2024, including equivalent applicable terms for unrepresented confidential administrative employees and related coded and uncoded classifications.

FISCAL IMPLICATIONS
The Tentative Agreement provides for a three percent (3%) general wage increase for CEMA-represented employees after ratification and upon implementation of the first wage increase, except for CEMA-represented nursing-related classifications. The Tentative Agreement also provides for a three percent (3%) general wage increase in each succeeding contract year for the remaining four years of the labor contract, except for CEMA-represented nursing-related classifications. The Tentative Agreement also provides for continuing the historical tie of the wage rate of employees in CEMA-represented nursing-related classifications identified in Section 2.6 with general wage increases implemented for the Registered Nurses Professional Association (“RNPA”). The CEMA-represented nursing-related classifications identified in Section 2.6 will receive general wage increases tied to any increases for RNPA over the next four years, through June 23, 2024. The cost to implement the general wage increase for employees in classifications represented by CEMA for the remainder of Fiscal Year 2020 is approximately $3,628,979, and the annualized cost is approximately $14,717,527.

The Tentative Agreement also provides for a reduction in the employee’s contribution to the Employer’s share of CalPERS. CEMA-represented employees in the Classic CalPERS retirement tier will receive a three percent (3%) reduction in their contribution of PERSable wages to the Employer’s CalPERS share after ratification and upon implementation of the
first reduction; the Classic employees will receive an additional reduction of two percent (2%) in Fiscal Year 2021. CEMA-represented employees in the PEPRA CalPERS retirement tier will receive a three percent (3%) reduction in their contribution of PERSable wages to the Employer’s CalPERS share after ratification and upon implementation of the first reduction; the PEPRA employees will receive an additional reduction of two and one-quarter percent (2.25%) in Fiscal Year 2021. The cost to implement this reduction for the remainder of Fiscal Year 2020 is approximately $3,103,327, and the annualized cost is approximately $12,585,714.

The Tentative Agreement also provides for salary realignments of varying percentages for several CEMA-represented classifications. The cost to implement the salary realignments for the remainder of Fiscal Year 2020 is approximately $503,859, and the annualized cost is approximately $2,043,428.

The Tentative Agreement also provides for a one-time, non-PERSable, lump-sum contract signing bonus. The cost to implement the contract signing bonus for Fiscal Year 2020 is approximately $9,010,966. As this is a one-time cost, there is no associated annualized cost.

Because the unrepresented confidential administrative classifications and related coded and uncoded classifications historically receive the same equivalent applicable terms as CEMA, such as general wage increases and cost-sharing of medical premiums and OPEB contribution rates, it is necessary to provide the equivalent applicable terms implemented for CEMA’s successor labor agreement to the unrepresented confidential administrative classifications and related coded and uncoded classifications.

The total cost to implement the Tentative Agreement for CEMA for the remainder of Fiscal Year 2020 is approximately $16,271,411, and the annualized cost is approximately $29,795,138.

**CONTRACT HISTORY**

Not applicable.

**REASONS FOR RECOMMENDATION**

The terms and conditions of the June 23, 2014-June 23, 2019 Summary of Changes to the 2013-2014 Memorandum of Agreement between the County and CEMA, approved by the Board of Supervisors on October 7, 2014, were extended through March 22, 2020. The recommended action is needed to implement the Tentative Agreement for a successor labor agreement, effective April 6, 2020 through June 23, 2024.

**CHILD IMPACT**

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith
Agenda Date: April 7, 2020
The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**
Representatives from the County began negotiating with representatives from CEMA, pursuant to direction provided by the Board of Supervisors in Closed Session, on April 26, 2019. On March 24, 2020, negotiations between the County and CEMA resulted in a Tentative Agreement for a five-year labor agreement, for the period from April 6, 2020 through June 23, 2024. CEMA submitted the Tentative Agreement to their membership for ratification. CEMA anticipates ratification of the Tentative Agreement by its membership on April 6, 2020.

The following are highlights of the Tentative Agreement:

* Term of Agreement - April 6, 2020 through June 23, 2024;
* Three percent (3%) general wage increase in each contract year;
* One-time, non-PERSable, lump-sum contract signing bonus;
* Reduce employee contribution to Employer’s CalPERS share;
* Continue the tie of future general wage increases for the CEMA-represented nursing-related, classifications to future general wage increases as negotiated by RNPA;
* Employees will contribute $15.00 per pay period to OPEB;
* Discuss the feasibility of adding a Retiree Health Reimbursement Account;
* Increase the annual Professional Development Allowance to $350,000;
* Increase bilingual differential to $200 per month;
* Eliminate the “first day sick” provision;
* Eliminate the “compaction” provision;
* Implement a “no strike/no lockout” provision.

**CONSEQUENCES OF NEGATIVE ACTION**
The County will be unable to implement the Tentative Agreement reached with CEMA.

**STEPS FOLLOWING APPROVAL**
The Clerk of the Board of Supervisors is requested to send MinuteTraq notification of completed processing to Jennifer Paredes-Fricano, Employee Services Agency, Human Resources Department.

LINKS:
- Linked From: 100995 : Adoption of Salary Ordinance No. NS-5.20.107 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for classifications represented by the County Employees Management Association, Operating Engineers Local No. 3, American Federation of Labor - Congress of Industrial Organizations providing for two three-percent general wage increases and various salary realignments.

ATTACHMENTS:
- SCCo-CEMA MOA 4.6.2020-6.23.2024 Tentative Agreement - FINAL (PDF)
MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA

AND

COUNTY EMPLOYEES MANAGEMENT ASSOCIATION

AFFILIATED WITH OPERATING ENGINEERS LOCAL UNION NO. 3 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS AFL-CIO

JUNE 23, 2014 THROUGH APRIL 6, 2020 THROUGH JUNE 23, 2024

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APPENDIX B – Salary Schedule

ADMINISTRATIVE LEAVE LETTER
MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the County of Santa Clara (County) and the County Employees Management Association (CEMA) a California Corporation, which is affiliated with Operating Engineers, Local Union #3, AFL-CIO.

This Memorandum is the result of both parties meeting and conferring in good faith. The parties agree that the rates of pay contained herein comply with Section 709 of the Charter of the County of Santa Clara for the full term of this Agreement, which is June 23, 2014 April 6, 2020 through June 23, 2024.
ARTICLE 1 – RECOGNITION

Section 1.1 – Exclusive Bargaining Representative
The County recognizes County Employees Management Association (CEMA) as exclusive bargaining representative for all classified and unclassified employees in coded classifications within the Supervisory-Administrative bargaining unit.

For the purposes of this Agreement, an employee shall be defined as a person employed in a coded classification in the bargaining unit covered by this Agreement.

These employees are considered management employees and are expected to perform the duties and responsibilities required to accomplish their job. Premium pay and other special compensation are inapplicable to CEMA represented employees (except for cash overtime or compensatory time off for those classifications designated by the County as non-exempt under the Fair Labor Standards Act, and except for bilingual pay, uniform allowance, night shift differential, pest advisory differential and vacation add-back as provided in this Agreement).

Employees who are designated as exempt under FLSA in this Unit are considered salaried. The rates of pay shown in the Appendices reflect the appropriate salary which is due to the level of responsibility and the inapplicability of the various forms of premium pay and special compensations.

The County has designated the following classifications to be non-exempt under the provisions of the Fair Labor Standards Act:

B1T  Associate Management Analyst A
B1R  Associate Management Analyst B
J30  Credentials Specialist
B9C  Health Care Financial Analyst Associate
B5Y  Health Care Program Analyst I
B5Z  Health Care Program Analyst Associate
B18  Human Relations Coordinator I
B95  Liability Claims Adjuster I
B1W  Management Aide
X20  Supervising Probation Counselor
T29  Park Ranger Supervisor

Employees in the above classifications shall receive overtime pay in accordance with FLSA.

For non-exempt employees who do not meet the FLSA criteria for different work periods, overtime is defined as time worked beyond forty (40) hours in any seven (7) consecutive day work period or eight (8) hours in any one day (twenty-four hours) period. Non-exempt employees assigned under FLSA to work periods other than seven (7) or fourteen (14) consecutive day work periods, shall have work periods and daily overtime defined accordingly.

New language is underlined.
Deleted language is struck through.
As allowed by the 7k exemption for law enforcement employees, the County has designated a fourteen day work period. Overtime is defined as time worked beyond eighty (80) hours in a fourteen consecutive day work period or a regular scheduled shift duration in any workday.

Time for which pay is received but not worked, such as holiday, STO, sick leave, and authorized compensatory time off, is counted towards the base period. Employees shall not be assigned irregular work hours to avoid the payment of overtime. The County Executive shall determine by administrative order those classes and positions which shall be eligible for overtime work and for cash payment.

When overtime work is assigned and is authorized by an appointing authority to be worked, compensation for such time worked by non-exempt employees shall be time off with pay computed at the rate of one and one-half (1 1/2) hours off for every hour of overtime worked, except that such overtime work shall be paid in cash at the rate of one and one-half (1 1/2) times the regular hourly rate when specifically authorized by administrative order of the County Executive. Compensatory time off accruals/balance shall be limited to a maximum of two hundred and forty (240) hours.

All compensatory time off must be taken within twelve (12) months of the date the overtime was worked. Any balance remaining after twelve (12) months shall be paid in cash at the regular rate. Compensatory time balances shall be paid in cash on separation. An employee may elect in advance to receive compensatory time off credit in lieu of cash compensation for overtime where compensatory time off is allowed, if the appointing authority agrees.

**Section 1.2 – Workload**

Most employees in CEMA represented classifications are salaried employees who work the necessary hours to fulfill the duties of the position without overtime pay. Depending on the circumstances employees may work more or less than 40 hours in a particular work week. The County acknowledges that consistently working excess hours beyond a 40 hour work week may not be in the interest of employees or the County. If an employee thinks they are working excessive hours on a regular basis, they can request that CEMA and the County evaluate the impact of the workload on the employee.

The County and CEMA agree to jointly develop and offer to employees in CEMA represented classifications and Executive Managers training that would facilitate workload evaluation discussions including the following components:

- a) Communication skills between employee and employer,
- b) Reaffirmation and identification of priorities,
- c) Time management and its impact on workload,
- d) How to rebalance workload,
- e) Other issues as applicable.

**Section 1.3 Documents Sent Electronically via E-Mail**

The parties agree that documents sent electronically via e-mail are an acceptable form of communication and proof of service for timeline requirements and is allowed specifically in place of Certified U.S. Mail, wherever required in the labor contract. The “timestamp” of the e-mail by
the receiving party is controlling. If there is a dispute, the sending party’s e-mail record may be used to assist in resolving any timeline requirements. Still unresolved timeline requirements may be items of further dispute relative to the subject matter at hand. Items sent by Certified U.S. mail will still be acceptable, but not required.

The parties may designate which type of document will go to a specific e-mail address. Each party will give the other party the name or names of persons and their e-mail address as official recipient of such documents. Evidence of “full” mailboxes resulting in non-acceptance by the receiving party, or evidence or receiving party e-mail system malfunction experienced by the sending party automatically extends the timeline by one full County business day.

Section 1.4
The County shall send CEMA a courtesy copy of all Recommended Disciplinary Actions and Final Disciplinary Actions issued to CEMA represented employees. The form of delivery shall be via electronic mail. The courtesy copy shall be sent to CEMA’s designated point-of-contact within one (1) business day of issuing the Recommended Disciplinary Action or Final Disciplinary Action to the employee. For purposes of appeal, it shall be the employee’s responsibility to adhere contractual timelines. CEMA agrees to indemnify the County for any claims alleging breach of privacy resulting from CEMA receiving courtesy copies of the Recommended Disciplinary Actions and Final Disciplinary Actions for CEMA represented employees who are not CEMA members.

Employees subject to the Public Safety Officers Procedural Bill of Rights Act (“POBAR”) of 1974 are excluded from this section.
ARTICLE 2 – SALARIES AND OTHER COMPENSATION

Section 2.1 – Basic Wage
Salaries for the term of the agreement for represented classifications are contained in Appendix B.

2% Wage Increase for Structural Changes:
For the period between December 23, 2013 and June 22, 2014 the County provided 4% wage increase (equivalent to a 2% annual wage increase) in exchange for structural changes made herein. Effective June 22, 2014, at 11:59 p.m. the wage increase amount shall decrease from approximately 4% to 2%.

General Wage Increases:
Effective May 4, 2020 the County shall provide a 3% general wage increase for all employees in the bargaining unit, except for those employees in the classifications listed in Section 2.6 below, who shall not receive the 3% general wage increase.

Effective Pay Period 20/14, June 15, 2020 June 23, 2014, the County will provide a 3% wage increase for all employees in the bargaining unit, except for those employees in those classifications listed in Section 2.6 below, who shall not receive the 3% general wage increase.

Effective Pay Period 21/14, June 28, 2021 June 22, 2015, the County will provide a 3.25% general wage increase for all employees in the bargaining unit, that will be combined with 6.21% self-funded wage for a total of 9.46%, except for those employees in those classifications listed in Section 2.6 below, who shall not receive the 3.0% general wage increase.

Effective Pay Period 16/22/14, June 27, 2016, the County will provide a 3.0% general wage increase for all classifications in the bargaining unit except for those employees in those classifications listed in Section 2.6 below, who shall not receive the 3.0% general wage increase.

Effective Pay Period 18/14, June 25, 2018, the County will provide a 3.0% general wage increase for all classifications in the bargaining unit except for those employees in those classifications listed in Section 2.6 below.

Self-Funded Raise (June 24, 2013 through August 18, 2013):
For the period of June 24, 2013, through August 18, 2013, the County provided a self-funded 4.581% wage increase for “classic” employees who paid 5.08% towards the employer PERS share.

Self-Funded Raise Effective August 19, 2013:
Classic Miscellaneous Employees

New language is underlined.
Deleted language is struck through.
The employee shall continue to pay towards employer PERS share a total of 8.011% (contribution of 5.08% plus existing contribution 2.931%). In addition, the employee will continue to pay a total of 1% on the employee’s PERS share. Total employee paid contribution for PERS is 9.011%. In return for the ongoing payment of 5.08% towards the employer PERS share, the County provided equivalent self-funded wage increase which is approximately 4.581%.

**Self-Funded Raise Effective June 22, 2015**

Effective June 22, 2015, employees in the Classic Miscellaneous tier, except those employees in classifications tied to another bargaining unit listed in Section 2.6, shall contribute an additional amount equal to 7% of PERSable wages to the Member (employee) contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

**Classic Safety Employees**

The employee will continue to contribute 5.08% towards employer PERS share in addition to the existing contribution the employee makes to the employee/member share. In return for the ongoing payment of 5.08% towards the employer PERS share, the County will provide equivalent self-funded wage increase which is approximately 4.581%.

Effective June 22, 2015, employees in the Classic safety tier classifications of X44 Probation Manager and X20 Supervising Probation Counselors shall contribute an additional 7% of PERSable wages to the Member (employee) contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

Effective June 22, 2015, Employees in the Classic safety tier classifications of T29 Park Ranger Supervisor and B6K Manager of Park Ranger Operations shall contribute additional 2% of PERSable wages to the Member (employee) contribution to PERS in exchange and additional 5% to the Employer contribution to PERS for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

<p>| Employer Paid Member Contribution Exchange – PERS Classic Employee Contribution – 6/22/2015 |
| --- | --- | --- |</p>
<table>
<thead>
<tr>
<th>Employee Contribution</th>
<th>Employer Contribution</th>
<th>Total Employee Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before</td>
<td>After*</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Safety</strong> 8% (1 + 7)</td>
<td>8.011% (5.08 + 2.931)</td>
<td>9.011% 16.011%</td>
</tr>
<tr>
<td><strong>Safety</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probation 9% (7 + 2)</td>
<td>5.08%</td>
<td>7.08% 14.08%</td>
</tr>
<tr>
<td>Park 9% (2 + 7)</td>
<td>10.08% (5.08 + 5)</td>
<td>12.08% 19.08%</td>
</tr>
</tbody>
</table>

**Public Employee Pension Reform Act (PEPRA) Miscellaneous Employees**

New language is underlined.
Deleted language is struck through.
These employees shall contribute no less than that paid to PERS by the classic miscellaneous employees (this includes amounts for both employer and employee share). In return the County will provide equivalent self-funded wage increase which is approximately 4.581%.

Effective June 22, 2015, employees in the PEPRA Miscellaneous tier shall contribute an additional 7% of PERSable wages to the Employer’s contribution to PERS in exchange for the 6.21% self-funded wage increase as described above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

**Public Employee Pension Reform Act (PEPRA) Safety Employees**

These employees shall contribute no less than that paid to PERS by the classic safety employees (This includes amounts for both employer and employee share). In return the County will provide equivalent self-funded wage increase which is approximately 4.581%.

Effective June 22, 2015, employees in the PEPRA Safety tier shall contribute an additional 7% of PERSable wages to the Employer’s contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

| Employer Paid Member Contribution Exchange – PERS PEPRA Employee Contribution 6/22/2015 |  |
|---|---|---|---|
| Employee Contribution | Employer Contribution | Total Employee Contribution |
| Non-Safety 6.50 | 9.011 (2.511% + 7.0%) | 11.011% 16.011% |
| Safety |  |  |
| Probation 10.75% | 12.08%(1.33 + 7.0) | 12.08% 19.07% |
| Park 10.75% | 12.08%(1.33 + 7.0) | 12.08% 19.07% |

**Self-Funded Raise Effective November 9, 2015 for Classifications in Section 2.6**

Effective November 9, 2015, classifications listed in Section 2.6, shall contribute an additional amount equal to 7% of PERSable wages to the Member (employee) contribution to PERS in exchange for the 6.21% self-funded wage increase as described in Section 2.1 above. This is in addition to any PERS contribution amount paid by the employee for the previous self-funded increase of August 19, 2013.

**Section 2.2 – Evening/Night Shift for Certain Nurse Classifications and Computer Operations Shift Supervisor**

a) The following classifications, when assigned to work evening shifts on a regular, ongoing basis, shall receive an additional $320.00 biweekly. Evening shift shall be defined as any
scheduled shift of at least eight hours beginning on or after 2:00 p.m. and ending on or before 2:00 a.m.

S80 Admin Nurse II
S12 Utilization Review Coordinator

b) The following classifications, when assigned to work night shifts on a regular, ongoing basis, shall receive an additional $580.00 biweekly. Night shift shall be defined as any scheduled shift of at least eight hours beginning on or after 10:00 p.m. and ending on or before 10:00 a.m.

S80 Admin Nurse II
S12 Utilization Review Coordinator

c) Effective October 13, 2014 May 4, 2020, the following classifications, when assigned and approved by an executive manager to work evening shifts on a regular, ongoing basis shall receive an additional $212.00 - 250.00 biweekly. Evening shift shall be defined as any scheduled shift of at least eight hours beginning on or after 2:00 pm and ending on or before 2:00 a.m.

One (1) G24 Computer Operations Shift Supervisor position
Two (2) D41 Law Enforcement Records Supervisor positions
Two (2) G70 Custody Support Assistance Supervisor positions
One (1) X20 Supervising Probation Counselors position
One (1) G91 Supervising Communications Dispatcher position
Two (2) H12 Janitor Supervisor positions
One (1) U9D Supervising Protective Services Officer position
One (1) C84 Health Care Program Manager position
One (1) Y32 Social Services Program Manager I DFCS position
One (1) M21 Fleet Maintenance Supervisor position

During the term of this agreement, the County may authorize additional classification(s) to be included in this section which may be assigned to an evening shift. If such an assignment is made, the evening shift differential will be $250.00 paid bi-weekly.

Should an FLSA non-exempt CEMA represented classification be added to this section, the evening shift differential shall be $3.12 per hour. The evening shift differential shall be paid for each hour worked during the qualifying hours stated in this section.
d) Effective October 13, 2014-May 4, 2020 the following classifications, when assigned and approved by an executive manager to work night shifts on a regular, ongoing basis shall receive an additional $264.00-300.00 biweekly. Night shift shall be defined as any scheduled shift of at least eight hours beginning on or after 10:00 p.m. and ending on or before 10:00 a.m.

   One (1) Computer Operations Shift Supervisor position

   One (1) D41 Law Enforcement Records Supervisor position

   One (1) X20 Supervising Probation Counselor position

   One (1) G91 Supervising Communications Dispatcher position

   Two (2) H12 Janitor Supervisor positions

   Two (2) U9D Supervising Protective Services Officer positions

During the term of this agreement, the County may authorize additional classification(s) to be included in this section which may be assigned to a night shift. If such an assignment is made, the evening shift differential will be $300.00 paid bi-weekly.

Should an FLSA non-exempt CEMA represented classification be added to this section, the night shift differential shall be $3.75 per hour. The night shift differential shall be paid for each hour worked during the qualifying hours stated in this section.

e) Effective May 4, 2020 the midnight shift differential shall be $3.75 per hour for Supervising Probation Counselors assigned to a Modified 12 Plan. The midnight shift differential shall be payable to Supervising Probation Counselors for each hour worked after 6:00pm and before 6:00am or after 10:00pm and before 6:00am when the Supervising Probation Counselor is regularly assigned to a Modified 12 Plan.

Section 2.3 – Pest Advisory Differential
A Park Field Support Manager who obtains and maintains a valid Agricultural Pest Control Advisor License issued by the State of California and is assigned to perform pest control advisory functions shall be compensated at a range approximately seven and a half percent (7.5%) higher than that specified for regular positions in this classification. This differential shall be limited to one position in Parks.

Section 2.4 – Bilingual Differential
CEMA represented employees who meet the requirements set forth in Section 52: Special Compensation F. Language Translations Differential of the Salary Ordinance shall continue to be eligible for bilingual pay. Effective August 14, 2008-May 4, 2020, such bilingual pay shall be one-two hundred fifty-dollars ($150-200) per month.
Section 2.5 – Nurse Longevity Pay

a) Incumbents in these nursing-related classifications and any new or successor classifications, as determined by ESA/HR that are related to a nursing classification and allocated to CEMA shall be eligible for salary step six after accumulation of thirty-six (36) months of competent service at the fifth step of the current classification.

Incumbents in these nursing-related classifications shall be eligible for compensation at a rate five percent (5%) higher than Step 5 after accumulation of thirty-six (36) months of competent service at the fifth step of the current classification.

b) Incumbents in these nursing-related classifications shall be eligible for up to an additional 5% pay above the established maximum in the broad range after accumulation of thirty-six (36) months of competent service at the top of the salary range in the current classification.
Section 2.6 – Nurse Realignments

a) The following classifications and any new or successor classifications, as determined by ESA/HR that are related to a nursing classification and allocated to CEMA, during the term of this Agreement, shall be aligned with the appropriate classes in RNPA:

S80 Administrative Nurse II
B56 Clinical Risk Prevention Prog Mgr
B05 Director of Cardiovascular Svcs
S03 Infection Control Nurse Supervisor
**S56 Infection Control Nurse Manager**
B6F Manager, Adult Custody Mental Health Services
S66 Nurse Manager Artificial Kidney Unit
S43 Nurse Manager Burn Center
S31 Nurse Manager Children Shelter Custody Health
S42 Nurse Manager Critical Care
S53 Nurse Manager Emergency Department
S65 Nurse Manager Labor Del Pernl Evl Prd
S63 Nurse Manager Medical Surgical Nursing
S84 Nurse Manager Mental Health Nursing
S64 Nurse Manager Mother Infant Care Center
S81 Nurse Manager Neonatal ICU
S55 Nurse Manager Operating Room Services
S67 Nurse Manager Pediatrics-ICU
S61 Nurse Manager Post Anesthesia Care Unit
S62 Nurse Manager Rehabilitation
P70 Nursing Info Systems Mgr
S18 Patient Services Case Coord
C70 Public Health Nurse Manager I
C69 Public Health Nurse Manager II
C87 Quality Improvement Coordinator - SCVMC
S20 Quality Improvement Manager - Alc & Drug Srv
S07 Quality Improvement Manager - AMB CHS
S01 Quality Improvement Manager - Hospital
S69 Quality Improvement Manager Inpt Nursing
S13 Quality Improvement Manager - MH Ops
S72 Quality Improvement Manager - A P SV
P62 Specialty Programs Nurse Coordinator
S71 Trauma Program Coordinator
B12 Utilization Management QA Mgr
S12 Utilization Review Coordinator
S19 Utilization Review Coordinator - VHP
S10 Utilization Review Supervisor
H55 DIR Q&U Amb & Comm Hlth/Mng Cr

New language is underlined.
Deleted language is struck through.
b) CEMA nursing related classifications listed in Section 2.6 shall not be subject to the wage reduction of 2% on June 22, 2014. Should RNPA negotiate a general wage increase during Fiscal Year 2015, the wage of CEMA nursing managers shall be reduced by 2% and then the wage increase equivalent to the wage increase negotiated by RNPA shall be added to the CEMA nursing manager wage.

Section 2.7 — Compensation Compaction Review Process and Outcomes

a) Definition

Compensation compaction exists when there is an insufficient difference in the compensation between a supervisory classification/position and its subordinate classification(s)/position(s). Compensation compaction becomes an issue for the County when the County’s Employee Services Agency (ESA) determines that a supervisor or manager is not compensated appropriately above subordinates for performance of supervisory duties and/or when it is difficult to recruit for a supervisory or management position because lower-level qualified employees believe that the added responsibility of a promotion is not worth the small difference in salary.

Compaction can result from a classification study that increased the salary for a subordinate classification or from contract negotiations that afforded the lower classification a significant realignment. Another factor found to contribute to compaction includes pay differentials that are available to the subordinate class but not to the supervisory classification. Even though the County does not have a policy stating a minimum percentage of salary difference between a supervisor and a subordinate classification, general compensation principles indicate that a supervisor with the same skill-set as a subordinate should earn more than the subordinate.

b) Review Process — Below is the process that an employee in a CEMA represented classification may undertake to ensure that the employee’s position is properly compensated in relation to the position(s) supervised.

1) Employee

If an employee believes that there is insufficient difference in compensation between the employee’s position and one or more subordinate positions, the employee will complete the Compensation Compaction Review Request Form. The employee will forward the form to his/her immediate supervisor/manager and request to meet to discuss the information provided.

2) Supervisor

Within ten County business days of receiving the form, the immediate supervisor/manager will review the form for accuracy of the reporting relationship
identified, attach an organizational chart to the form and schedule a meeting with the employee to discuss the request. After the immediate supervisor/manager meets with the employee, the immediate supervisor/manager will send the form to the Department Head with comments, including possible solutions if ESA determines that compaction exists.

3) **Department Head**
The Department Head will review the form and organizational chart, make comments and send the completed form to ESA for a determination of whether compaction exists. A copy of the completed form shall be provided to the employee. The Department Head may take interim action(s) within existing management authority to address the possible compaction pending the decision from ESA. The Department shall notify CEMA of the interim action(s) and meet and confer upon request.

4) **Review of Submitted Requests**
Either party can request a meeting to determine the order in which requests will be evaluated. Consideration will be given to the order in which the request was submitted, severity of the compaction, ease of solution, duration of compaction and the County’s resources and business needs.

5) **ESA**
ESA will review the request and verify the accuracy of the salary data, taking into consideration the factors that create compaction, and determine whether there is an insufficient difference in compensation between the positions under review. ESA will confer with the Department and develop a final recommendation.

ESA will send CEMA the findings and recommendation(s) and the basis for its findings. CEMA will have ten (10) County business days to review and request a meet and confer with the County over the results of its review. CEMA will provide the findings and recommendations to the employee.

If ESA finds that the position may not be appropriately classified, the employee will complete a Position Description Questionnaire and the position will be studied. ESA’s findings as a result of the study will be posted to CEMA. CEMA will have ten (10) County business days to review and request to meet and confer with the County over the results of the study.

e) **Outcomes of the Review Process**
The County has the ability to address compaction administratively by reassigning supervisory responsibilities or reorganizing reporting relationships, as examples.

If administrative solutions are not practicable and ESA has determined that compaction exists, a future compensation adjustment is warranted. Even if there is a finding of compaction, the employee will not be eligible for an adjustment in compensation during the term of this agreement.
Below is a solution that allows the County to address compaction for a specific position within a classification without adjusting the salary for the classification.

Compaction Compensation for a Single Position within a Classification:
When compensation compaction exists between a supervisory position (as compared to a classification) represented by CEMA and that position’s subordinate(s), the County may compensate the supervisor up to ten (10) percent above the supervisor’s step. That compaction compensation shall be subject to the approval of the Personnel Director based on the ongoing, regular assignment to supervise such positions in accordance with Merit System Rules A25-347—“Supervisory employee” defined.

The County shall review positions receiving this compaction compensation not less than annually to ensure that the compensation continues to be warranted. Should it be determined that such compensation is no longer warranted, this compaction compensation shall cease.

d) General Terms
If there is a finding that compensation compaction does not exist, a request for compaction review of the position may not be re-submitted unless there are changes in circumstances related to the position, including but not limited to the following: a reorganization, reclassification or realignment of subordinate classes, or changes that result from contract negotiations.

Requests for review will be included on the quarterly classification study report and reviews will be completed within a year of the compaction review request. If the review cannot be completed within one year, ESA will notify CEMA. If a classification study is conducted the parties will agree on a reasonable completion date.

The Compensation Compaction Review Process and Outcomes is not subject to the grievance procedure.

Section 2.7 – Classification Study
With the exception of calendar year 2020, workers may request a classification study during the month of March, or such time as designated by the Director of Personnel, but in any event no less than one (1) month per calendar year. Requests shall be submitted to ESA-Human Resources (ESA-HR) on the authorized online request form.

A Committee, made up of representatives from ESA-HR and the Union, will meet annually one (1) month after the close of the window, to determine which submitted requests will be accepted for study, which requests will be placed in a deferred status, and which requests will be denied. The Committee will base their consideration on a number of factors, which may include classification levels, compaction, recruitment or retention difficulties, fiscal impact, and new responsibilities assigned but not covered on existing job specifications. The Committee will finalize the list and the scope of each study (i.e. full classification study, job specification revision, salary review, etc.) within three (3) months after the first meeting. The maximum number of requests accepted by the committee for study shall be capped at thirty (30) per year, but upon completion of the accepted studies, ESA-HR may continue to work studies in the deferred status. Requests in the deferred status not initiated for study by ESA-HR before the next
window may be considered by the committee without requiring a new request, however, an updated PCQ and job application may be requested.

If the request is incomplete, ESA-HR will notify the worker to complete the request, along with a due date for completing the request.

ESA-HR will notify workers of the status of their request (i.e. accepted, deferred, or denied) and the scope where appropriate.

Workers who are under study shall not be permitted to submit a request. Workers whose classification study was denied shall not be permitted to request another classification study until one additional window has passed.

If the study is denied, the worker may appeal to the Director of Personnel. The appeal shall be submitted in writing within ten (10) working days of the receipt of the denial. The Director of Personnel shall determine the procedure of the appeal. The Director shall provide the Union with the list of the appeal decisions.

The Director will provide a list of accepted studies, including those accepted on appeal, and the expected completion date.

If ESA-HR determines some assigned duties fall outside of the worker’s classification, ESA-HR will notify the appointing authority to remove such duties within ten (10) working days of that determination.

Any duties performed at a higher-level while receiving work-out-of-class pay will not be considered.

If a study is accepted or approved on appeal, the completed study shall be posted to the Union no later than 12 months after the date of acceptance or favorable appeal determination, unless otherwise agreed to by both parties.

If it is recommended that the worker be reclassified, all Merit System Rules that apply to regular classification studies, such as test requirements, meeting the employment standards, serving a new probation period, etc. shall apply.

Section 2.8 – Automatic Check Deposit

All employees hired after the effective date of this agreement shall be paid by automatic check deposit. By January 2007 all employees hired prior to the effective date of this agreement shall be paid by automatic check deposit.

Section 2.9-Side Letter on 24-hour Differential for Special Duties

24 hour differential for Certain Exempt Employee

a) Employees in the Supervisory-Administrative bargaining unit who are exempt from FLSA overtime are, and shall continue to be, expected to perform required duties without additional compensation regardless of the number of hours worked. There may be a limited number of
unique, exempt positions that have been authorized in advance by the County Executive or his/her designee where an employee may be required to perform duties or to remain available to perform duties at any time over a continuous 24 hour period. No employee shall receive this differential for work in a position that has not been authorized in advance to receive this differential, or for performing duties or remaining available to perform duties for less than 24 continuous hours. No employee who is eligible for overtime pay, either under the FLSA or by the terms of the Memorandum of Agreement (MOA) between County of Santa Clara and County Employees Management Association, shall be eligible for this differential. Employees who are on an approved Voluntary Reduced Work Hour (VRWH) agreement shall not be eligible for this differential. CEMA may recommend positions for the County Executive to consider authorizing for this differential, but the decision on eligible positions will be made solely by the County Executive or his/her designee, in writing.

The purpose of this Side Letter section is to establish a differential for employees in authorized positions who are required in writing, by an Executive Manager, to be available for a continuous 24 hours of duty. The 24 hours may or may not include some of the employee's regular core hours. It is the sole discretion of the County to determine the need for or to assign an individual employee to these 24 hour assignments.

Assignments eligible for compensation shall be for one or more days, and an employee who is assigned pursuant to this Side Letter section shall receive three hundred twenty dollars ($320) four hundred and forty eight dollars ($448) when assigned for a full pay period. Such assignments shall be solely at the discretion of the County Executive or his/her designee. Employees assigned for less than a full pay period shall receive thirty-two dollars ($32) for each assigned day, up to a maximum of three hundred twenty dollars ($320) four hundred and forty eight dollars ($448) per pay period. Assignments to authorized positions may be made to one employee, or rotated among two or more employees, at the Executive Manager's sole discretion. Assignments are based on specific individual responsibilities and business need, and therefore duties may be added, at management's discretion. Duties required while assigned to a 24-hour special assignment covered by this Side Letter section shall be limited to duties within the scope of the job specification of the employee assigned.

Employees assigned to a qualifying assignment on a continuous and on-going basis shall be authorized to receive the 24-hour Differential for Special Duties prior to commencing the assignment. Employees assigned to a qualifying assignment on an intermittent or short term basis are excluded from this section.

b) Employees exempt from FLSA overtime eligibility may continue to be required to work beyond 40 hours in a workweek with no additional compensation, except as specifically provided in this Side Letter section. The County will continue to expect-and may require-exempt employees, whether directed in writing or not, to perform tasks outside of the employee's regular core hours, without additional compensation.

c) When assigned to 24-hour Special Duties, the employee must remain reachable by phone and email, and cannot engage in any conduct that could impair the employee's ability to perform his/her job duties, including physically returning to a work site, decision making or completing required job tasks.
d) Employees in positions assigned to work Special Duties as described in this Side Lettersection, may request not to be assigned for any reason. The Executive Manager shall consider the request for either temporary or permanent exemption from assignment to 24-hour duties covered by this Side Lettersection, but the decision to grant the request shall be within the County's sole discretion and shall not be subject to the grievance procedure.

e) An employee exempt from FLSA overtime eligibility who has been assigned 24-hour duty on a continuous basis for six months or more may request not to be assigned 24-hour duty for a four month period. Approved paid or unpaid absences of one pay period or less shall not be considered a break in a continuous assignment of 24-hour duty. The employee's request must be in writing and must be provided to the employee's Executive Manager at least thirty (30) calendar days before the time requested for relief from 24-hour duty. The Executive Manager shall grant the request when possible. If the employee's request is not, the rate of compensation for 24-hour duty for that employee shall be increased beginning with the date that the requested relief would have begun, to forty-eight dollars ($48) for each assigned day, up to a maximum of four six hundred and eighty-seventy two dollars ($480672) per pay period; and this increased rate will continue for each 24-hour duty period the employee is assigned to work, until the employee has not been assigned 24-hour duty for at least four consecutive pay periods.

f) Only the provisions of this Side Lettersection related to determinations of "continuous basis of an assignment," "relief from 24-hour duty," or "correct payment of differential pay" may be grieved; and such grievances shall be in accordance with the provisions of Section 16.2 Grievance Presentation a) Informal Resolution, and b) Formal Grievance 1) Step One, and shall not be subject to arbitration or the arbitration process in the MOA, or to any other appeals. No other provisions of this Side Lettersection may be grieved.

g) This Side Letter shall become effective at the beginning of the first pay period that is 90 days following ratification by the Board of Supervisors, and shall expire on June 23, 2019.

g) The Department shall request from ESA authorization for 24 Hour Differential qualifying assignment(s) based on operational needs. Once ESA authorizes the request, the Department, at its sole discretion, shall assign and/or unassign the 24 Hour Differential assignment(s) to specific employee(s). The Department shall notify payroll of specific employee(s) who have been assigned and/or unassigned the 24 Hour Differential. ESA may conduct an annual review of the 24 Hour Differential qualifying assignments allocated to each department and renew or modify the number of assignments allocated to a specific department.

Section 2.10-Notary Public Differential
Effective May 4, 2020, Notary Public differential of $60 per biweekly pay period shall be paid to CEMA represented employees who are duly authorized Notary Publics and are assigned by an executive manager to perform the function of a Notary Public on behalf of the County.

Section 2.11 Career Incentive Program

New language is underlined.
Deleted language is struck through.
Effective May 4, 2020, employees in the classification of Supervising Public Defender Investigator (V96) who meet the Public Defender Investigation Career Incentive Program requirements shall be paid a biweekly rate as follows:

Basic: 2.5% of base salary;
Intermediate: 5% of base salary;
Advanced: 7.5% of base salary.

Section 2.12 Lump Sum Payments
Effective May 4, 2020 current employees at time of signing of the successor contract who are in CEMA-represented classifications shall receive a one-time, non-PERSable, lump-sum contract signing bonus prorated for code status.

CEMA-represented employees will be categorized into three tiers based on their base salary falling between the minimum and maximum amount of the tier. CEMA-represented employees will receive the one-time, non-PERSable, lump sum bonus based on the tier that corresponds to their hourly rate. The three tiers will be as follows:

<table>
<thead>
<tr>
<th>Tier</th>
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<th>Maximum</th>
<th>Bonus Hourly Rate</th>
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<tr>
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<tr>
<td>Tier Two</td>
<td>$66.69-$103.98</td>
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<td>Tier Three</td>
<td>$103.99-$141.27</td>
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<td>$6,180</td>
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The one-time, non-PERSable, lump sum bonus will be subject to the customary withholdings and deductions and will be paid in compliance with the Public Employees Pension Reform Act of 2013.

Section 2.13 Realignments
Effective May 4, 2020 the following classifications shall receive the corresponding salary realignment:

<table>
<thead>
<tr>
<th>Code</th>
<th>Position</th>
<th>Realignment</th>
</tr>
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new section: Wage Realignment

By November 3, 2014, CEMA shall provide the County with a list of classifications for wage realignment review.

The County and CEMA both understand that the wage realignment review process outcome shall be governed by the procedures below and shall not set precedent for future wage realignment negotiations. Downward realignments are prohibited under this agreement.

Neither the provisions of this side letter or results of the realignment process are subject to the grievance procedure.

The County and CEMA agree to meet on the criteria used to evaluate realignments and timelines for the review process. Should there not be agreement on the criteria, the County shall make the final determination. In the first contract year, the County shall provide an amount that would result in a total increased annual budget that equals up to 0.5% (no more than $1,041,765) of the bargaining unit wage cost (including wage driven cost as in retirement, workers compensation, unemployment insurance, FICA/Medicare) for wage realignment for unspecified job classes to be agreed upon by the parties and shift differential for classifications added to Article 2.2 (c) and (d). The 0.5% cap will be reduced by approximately $80,000 for the annualized cost of adding the eligible classifications to the evening and night differential.

Following the realignment review, the County agrees to notify CEMA of the results with the amount of wage realignment, if any and to meet if requested.

The realignment adjustments shall be consistent with the process used for the 2014 SEIU realignments.

It is anticipated that the County will make a recommendation to the Board of Supervisors by the Mid-Year budget time frame with an effective date of June 23, 2014 for any approved wage adjustments. Such recommendation shall include a statement of concurrence, or non-concurrence by the CEMA.

All Other Sideletters, including the Health care Assistance Sideletter and the “Administrative Leave Letter” continue for the term of this agreement.
ARTICLE 3 – RETIREMENT

Effective June 22, 1992, (pay period 92/14), employees in the California Pension Retirement System (CalPERS or PERS) miscellaneous retirement system shall be eligible for the 2% at 55 Retirement Plan. The County of Santa Clara’s increased contribution to PERS as a result of implementation of the 2% at 55 Retirement Plan, as well as existing Employer payment of Employee PERS contribution (‘EPMC’), shall be reflected as part of the effective wages.

The County will increase-maintain the lump sum death benefit to $5,000 and will continue to implement the pre-retirement optional settlement 2 death benefits.

The County shall continue to pay on behalf of all employees covered under Public Employees’ Retirement System (PERS) Miscellaneous seven percent (7%) member contribution to PERS as well as an additional 0.49% which is attributable to reporting Employer Paid member Contribution (EPMC) as special compensation.

Effective December 17, 2007, the County amended its contract with PERS for a 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment, the County and CEMA agreed for each employee covered under this enhanced benefit plan, the employee would contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 2.931% of PERS reportable wages towards the employer’s PERS share. The County and CEMA further agreed to eliminate all of the EPMC.

Classic miscellaneous employees shall refer to those employees who are eligible for and are placed in the 2.5% at age 55 retirement tier. Classic safety employees shall refer to those employees who are eligible for and are placed in the 3% at age 50 retirement tier. Public Employee Pension Reform Act (PEPRA) miscellaneous employees shall refer to those employees who are eligible for and placed in the 2% at age 62 retirement plan. PEPRA safety employees shall refer to those employees who are eligible for and are placed in the 2.7% at age 57 retirement tier.

**PERS Contribution Amounts**

**Classic Miscellaneous:**

Effective May 4, 2020, Classic Miscellaneous employees shall receive a 3% reduction to their PERS contribution rate, from 16.011% to 13.011%. The employee shall pay the 13.011% PERS contribution rate. This rate is based on the following: 8.0% employee share, 2.931% employer share for the 2.5% at 55 enhancement to the Retirement Plan, and 2.08% employer share for the self-funded wage increase.

Effective Pay Period 20/14 (June 15, 2020), Classic Miscellaneous employees shall receive a 2% reduction to their PERS contribution rate, from 13.011% to 11.011%. This 11.011% PERS contribution rate represents the following: 8.0% employee share, 2.931% employer share for the 2.5 at 55 enhancement to the Retirement Plan, and 0.08% employer share for the self-funded wage increase. Effective June 15, 2020 the employee shall pay 3.011% of PERS reportable wages to the employer’s PERS share and shall continue to pay the required 8.0% of PERS reportable wages.
to the employee’s PERS share for a combined total of 11.011% of PERS reportable wages paid to PERS.

During the remainder of the term of the MOA, Classic Miscellaneous employees shall continue to contribute 11.011%.

**Classic Safety Probation:**

Effective May 4, 2020, Classic Safety employees in the classifications of Probation Division Manager (X44) and Supervising Probation Counselor (X20) shall receive a 3% reduction to their PERS contribution rate, from 14.08% to 11.08%. This 11.08% PERS contribution rate represents the following: 9.0% employee share and 2.08% employer share for the self-funded wage increase. Effective May 4, 2020, the employee shall pay 2.08% of PERS reportable wages to the employer’s PERS share and shall continue to pay the required 9.0% of PERS reportable wages to the employee’s PERS share for a combined total of 11.08% of PERS reportable wages paid to PERS.

Effective Pay Period 20/14 (June 15, 2020), Classic Safety employees in the classifications of Probation Division Manager (X44) and Supervising Probation Counselor (X20) shall receive a 2% reduction to their PERS contribution rate, from 11.08% to 9.08%. This 9.08% PERS contribution rate represents the following: 9.0% to employee share and 0.08% employer share for the self-funded wage increase. Effective May 4, 2020, the employee shall pay 0.08% of PERS reportable wages to the employer’s PERS share and shall continue to pay the required 9.0% of PERS reportable wages to the employee’s PERS share for a combined total of 9.08% of PERS reportable wages paid to PERS.

During the remainder of the term of the MOA, Classic Safety Probation employees shall continue to contribute 9.08%.

**Classic Safety Parks:**

Effective May 4, 2020, Classic Safety employees in the classifications of Manager of Park Ranger Operations (B6K) and Park Ranger Supervisor (T29) shall receive a 3% reduction to their PERS contribution rate, from 19.08% to 16.08%. This 16.08% PERS contribution rate represents the following: 9.0% employee share and 7.08% employer share for the self-funded wage increase. Effective May 4, 2020, the employee shall pay 7.08% of PERS reportable wages to the employer’s PERS share and shall continue to pay the required 9.0% of PERS reportable wages to the employee’s PERS share for a combined total of 16.08% of PERS reportable wages paid to PERS.

Effective Pay Period 20/14 (June 15, 2020), Classic Safety employees in the classifications of Manager of Park Ranger Operations (B6K) and Park Ranger Supervisor (T29) shall receive a 2% reduction to their PERS contribution rate, from 16.08% to 14.08%. This 14.08% PERS contribution rate represents the following: 9.0% employee share and 5.08% employer share for the self-funded wage increase. Effective June 15, 2020, the employee shall pay 5.08% of PERS reportable wages to the employer’s PERS share and shall continue to pay the required 9.0% of PERS reportable wages to the employee’s PERS share for a combined total of 14.08% of PERS reportable wages paid to PERS.
During the remainder of the term of the MOA, Classic Safety Parks employees shall continue to contribute 14.08%.

**PEPRA Miscellaneous:**

Effective May 4, 2020, PEPRA Miscellaneous employees shall receive a 3% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 9.511% to 6.511%. This 6.511% is a fixed amount which will not fluctuate. The remainder and additional amount of the PERS contribution rate to be paid by PEPRA Miscellaneous employees will be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 6.75%, which would be a total employee contribution rate of 13.261%. This combined percentage amount may fluctuate based only on the “half the normal rate,” as set forth immediately above.

Effective Pay Period 20/14 (June 15, 2020), PEPRA Miscellaneous employees shall receive a 2.25% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 6.511% to 4.261%. This 4.261% is a fixed amount which will not fluctuate. The remainder and additional amount of the PERS contribution rate to be paid by PEPRA Miscellaneous employees will be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 6.75%. This percentage amount may fluctuate as set forth immediately above.

During the remainder of the term of the MOA, PEPRA Miscellaneous employees shall continue to contribute 4.261% to this portion of the PERS contribution rate that represents earlier self-funded wage increases. The remainder of their PERS contribution rate for PEPRA Miscellaneous employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013.

**PEPRA Safety:**

Effective May 4, 2020, PEPRA Safety employees shall receive a 3% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 8.330% to 5.330%. This 5.330% is a fixed amount which will not fluctuate. The remainder and additional amount of the PERS contribution rate to be paid by PEPRA Miscellaneous employees will be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 11.250%. This percentage amount may fluctuate as set forth immediately above.

Effective Pay Period 20/14 (June 15, 2020), PEPRA Safety employees shall receive a 2.25% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 5.330% to 3.08%. This 3.08% is a fixed amount which will not fluctuate. The remainder and additional amount of the PERS contribution rate to be paid by PEPRA Miscellaneous employees will be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate,” is 11.250%. This percentage amount may fluctuate as set forth immediately above.

During the remainder of the term of the MOA, PEPRA Safety employees shall continue to contribute 3.08% to this portion of the PERS contribution rate that represents earlier self-funded
wage increases. The remainder of their PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013.

**Probation Manager and Supervising Probation Counselor (Classic Safety)**
The County shall continue to pay on behalf of employees in the classifications of Probation Manager and Supervising Probation Counselor seven percent (7%) within the required nine percent (9%) member contribution to PERS as well as an additional forty-nine one hundredth percent (0.49%) which is attributable to reporting EPMC as special compensation. The employee shall continue to pay towards employer PERS contribution share of 5.08% (plus existing contribution 2% towards the employee share). Total employee paid contribution for PERS is 7.08%.

**Park Ranger Supervisor and Park Ranger Operations Manager (Classic Safety)**
The County shall contribute two percent (2%) within the nine percent (9%) of the required member contribution to PERS for the classifications of Supervising Park Ranger and Manager, Park Ranger Operations as well as an additional four one hundredth percent (0.04%) which is attributable to reporting EPMC as special compensation. The employee shall continue to pay towards employer PERS contribution share of 5.08% (plus existing contribution 7% towards the employee share). Total employee paid contribution for PERS is 12.08%.

In accordance with Section 20636, subsection (c)(4) of the California Public Employee Retirement Law, the County and CEMA agree that the full monetary value of the Employer Paid Member Contribution (EPMC) will continue to be reported to PERS as special compensation. Taking into consideration of the reporting of EPMC as special compensation the County is entitled to add the additional percentage amount which is attributable to this optional contribution to the base wage for effective wage.

The County further agrees to amend its contract with PERS effective December 17, 2007 for the 2.5% at 55 Plan for Miscellaneous employees. In consideration for this amendment the Union agrees for each employee covered under this benefit to contribute to PERS, through payroll deduction effective December 17, 2007, an amount equal to 3.931% of PERS reportable gross pay for the duration of this Agreement.

**Classic Miscellaneous Employees**
The employee’s contribution toward employer PERS contribution shall be at total of 8.011% (new contribution 5.08% and existing contribution 2.931%). In addition, the employee will continue to pay a total of 1% on the employee’s PERS contribution share. Total CEMA employee paid contribution for PERS is 9.011%.

**PEPRA Miscellaneous Employees**
These employees shall contribute no less than that paid to PERS by the classic miscellaneous employees (this includes amounts for both employer and employee share).

**PEPRA Safety**
These employees shall contribute no less than that paid to PERS by the classic safety employees (this includes amounts for both employer and employee share).
ARTICLE 4 – SHIFT ROTATION

For employees in this unit, who are assigned shift work, the matter of shift rotation is a proper subject for discussion with their manager. If the manner in which shifts are assigned is not agreeable to a majority of the employees, or if CEMA requests, a meeting shall be held with an executive level manager of that area. If, following this meeting, issues still remain for discussion, upon request, CEMA may meet with the appropriate department/agency head and the Department of Labor Relations. The department/agency head will make the final decision on all unresolved issues.
ARTICLE 5 – INSURANCE PREMIUMS

Section 5.1 – Medical Insurance

The County and covered employees shall share in the cost of medical plan premiums. The County, in order to provide one health plan where there is not premium sharing, shall continue to offer Valley Health Plan without premium sharing. The County will pay the cost of any premiums for “employee only” and the County portion of premiums on tiers with employee premium sharing that is not covered by the employees’ share of the premium.

For the 2014-15 plan year, the employee share per pay period shall be as follows:

Valley Health Plan (VHP) $0 Employee only, $0 Employee and Adult; $0 Employee and child(ren), $0 Family

HMO (currently Kaiser) plan $6.73 of the cost of the medical plan premium for Employee only, $12.12 of the cost of the medical plan premium for Employee and child(ren), $14.14 of the cost of the medical plan premium for Employee and Adult, $19.52 of the cost of the medical plan premium for Family

Point of Service (currently HealthNet) Plan $12.85 of the cost of the medical plan premium for Single, $27.21 of the cost of the medical plan premium for Family (which may be adjusted based on the formula outlined in the sideletter agreement titled Health Care Assistance for Health Net family coverage) through December 21, 2014. Effective December 22, 2014 the employee share of the Point of Service for family will be $52.83.

In each year after the 2014-2015 plan year, for tiers with dependent coverage in the non-VHP HMO or the POS plan, the employee share of premiums shall increase by 10% of the increase in premiums for those tiers.

For County employees occupying permanent part-time positions who work a minimum of 40 hours per pay period, the County will pay a prorated portion of the medical plan premiums described above based upon the covered worker’s standard hours.

The HMO plan design shall be:

- $10 co-payment for office visits,
- $35 co-payment for emergency room visits,
- $5-$10 co-payment for prescriptions (30-day supply)
- $10-$20 co-payment for prescriptions (100-day supply)
- $100 co-payment for hospital admission

The Point of Service Plan design shall be:

- $15/$20/30% (Tiers 1/2/3) co-payment for office visits
- $50/$75/30% co-payment for emergency room visits
- $5/$15/$30 (generic/brand/formulary) co-payment for prescription (30-day supply)
- $10/$30/$60 co-payment for prescription (90-day supply).
Hearing aid coverage shall be continued in all health plans.

Effective June 23, 2014, the County will pay the total premium for the employee-only premium while on medical, maternity or industrial injury leave of absence up to thirteen (13) pay periods.

Upon request, the parties agree to meet to discuss the possibility of modifying VHP into two separate plan designs. No change to the plan designs listed above may occur except by mutual agreement of the parties.

**High Deductible Health Plan (HDHP)**

The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as and an option to current health plans.

**Section 5.2 – Dental Insurance**

The County agrees to contribute the amount of the current monthly insurance premium for dental coverage to cover the employee and full dependent contribution. The existing Delta Dental Plan coverage will be continued in accordance with the following schedule:

- Basic and Prosthodontics: 75-25 - no deductible. $2,000 maximum per patient per calendar year.
- Orthodontics: 60-40 - no deductible. $2,000 lifetime maximum per patient (no age limit).

The County will pick up inflationary costs for the term of the agreement.

The County will continue to provide an alternative dental plan. The current alternative dental plan is Liberty Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

**Section 5.3 – Life Insurance**

The County agrees to provide the same Basic Group Life Insurance Plan for the term of the Agreement as is provided under agreements with other bargaining units. The present policy is $50,000 per employee.

**Section 5.4 – Vision Care Plan**

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar ($20.00) deductible for examinations and twenty dollar ($20.00) deductible for materials. The County will fully pay the monthly premium for employee and dependents and pick up inflationary costs during the term of this agreement.

**Section 5.5 – County-wide Benefits**

The parties agree that, during the term of this Agreement, County-wide changes in benefits, such as medical, dental, life insurance, vacation, sick leave, holidays, or retirement, shall be applied to employees in this unit.
Section 5.6 – Medical Benefits for Retirees

a) For employees hired on or after August 12, 1996.

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed eight (8) years of service (2088 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

b) For employees hired on or after June 19, 2006.

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed ten (10) years of service (2610 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

c) For employees hired on or after August 19, 2013.

The County shall contribute an amount equal to the cost of Kaiser retiree-only medical plan premium to the cost of the medical plan of employees who have completed fifteen (15) years of service (3,915 days of accrued service) or more with the County and who retire on PERS directly from the County. Retirees over 65 or otherwise eligible for Medicare Part B must be enrolled in such a plan, and the County shall reimburse the retiree for the cost of Medicare part B premium on a quarterly basis. This reimbursement is subject to the maximum County contribution for retiree medical. The surviving spouse or domestic partner (as defined in the Domestic Partner section of this Agreement) of an employee eligible for retiree medical benefits may continue to purchase medical coverage after the death of the retiree.

d) Such years of service expressed in a), b) and c) above must be continuous service with the County and shall have been completed immediately preceding retirement directly on PERS from the County.

e) Employee Contribution Toward Retiree Medical Obligation Unfunded Liability.

The current OPEB contribution shall be suspended from June 24, 2013 to June 8, 2014. Effective June 9, 2014, all coded employees shall contribute on a biweekly basis an amount of $13,5915.00. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County’s annual required contribution.
amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County’s other post employment benefits (OPEB) obligations and shall not be used for any other purpose.

The County will rebate to employees $13.50, the OPEB contribution made during the period between June 24, 2013 to August 18, 2013, subject to standard payroll deductions.

Section 5.7 Retiree Health Reimbursement Account Reopener

During the month of July 2022 (Year 3 of the contract), Union and the County agree to open discussions on a Retiree Health Reimbursement Account or equivalent. The County and Union agree that no implementation of a Retiree Health Reimbursement Account or equivalent shall occur except upon mutual agreement.

During the month of July 2022, the County and Union further agree to identify certain items, if any, that will only be reopened by written mutual agreement. The items to be considered for reopening will not include salary, benefit contribution and pension contributions. The County and Union will meet and confer if an item is reopened by mutual agreement.

This section is only valid during the term of this agreement.
ARTICLE 6 – DOMESTIC PARTNERS

Registered Domestic Partners
County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to and imposed upon spouses. The terms spouse in this contract shall apply to Registered Domestic Partners.

Tax Liability
Employees are solely responsible for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

ARTICLE 7 – STATE DISABILITY INSURANCE (SDI)

The County and CEMA agree as follows regarding coverage of the Supervisory-Administrative Unit by the State Disability Insurance plan (SDI):

a) The County will continue registration of the Supervisory-Administrative Unit with the director of Employment Development Department for the purposes of SDI coverage for represented employees.

b) The Controller’s Office shall withhold wage earner contributions each pay period at the rate set pursuant to the Unemployment Insurance Code and forward the funds to the State Disability Fund.

c) Within one week of being disabled from work, the employee or his/her representative must contact the office designated by the County to provide information on the following:

1. The date the disability/illness commenced;
2. The estimated duration of the disability
3. A phone number where the employee can be reached;
4. The election of sick leave/scheduled time off usage during the first week of disability;
5. Whether or not the employee is planning to file for SDI;
6. The election to integrate sick leave and scheduled time off pay with SDI benefits.

d) An employee who is determined to be eligible to receive SDI benefits and who has made timely election to integrate shall be paid a biweekly amount (sick leave/scheduled time off) which, when added to SDI benefits, shall approximately equal his/her normal biweekly net pay after taxes. Such warrants will be issued on normal County paydays.

If notification is not received, no integration of sick leave or scheduled time off will be effected. However, one time only, the employee may elect integration and it shall be implemented at the start of the next pay period. In such case, integration payments shall be made prospective only.

The employee will have the responsibility to notify the office designated by the County of any change in status (either health or length of disability) that may affect his/her return to County employment.
ARTICLE 8 – PROFESSIONAL DEVELOPMENT ALLOWANCE AND EDUCATIONAL LEAVE

Effective May 4, 2020, the County will fund a Tuition Reimbursement Program and a Professional Development Program. The maximum County expenditures for these programs shall not exceed two-three hundred fifty thousand dollars ($200,000($350,000)) per fiscal year during the term of this Agreement. The amount will be rolled over from year to year during the term of the agreement. The County shall provide an accounting of funds on a quarterly basis.

Employees in CEMA represented classifications shall not be required to utilize professional development or tuition reimbursement for County mandated training.

Section 8.1 – Tuition Reimbursement Program
The training undertaken must be related to the employee's occupational area or have demonstrated value to the County. Total reimbursement shall be limited to One-three thousand five hundred dollars ($1,5003.000) during fiscal year 2015. If authorized courses are only available during working hours the employee must make up 25% of the time away from the job. All requests regardless of their status (approved/denied by the supervisor) shall be forwarded within ten business days to Learning and Employee Development for review. The County will notify CEMA of the denied requests. Specifics of the program will be set by the CEMA/County committee listed in Section 8.2.

Below are additional expenses eligible for reimbursement under this section which must be professionally related in the employee’s occupational area:

- Online courses
- Digital media courses and materials
- Digital or Print Professional journals, magazine subscriptions and/or books

Section 8.2 – Professional Development Program
This fund shall cover group and individual programs and one annual individual professional membership or professional forum on a matching basis. The matching expenses shall be on a 50/50 basis for individual programs and 25/75 CEMA/County basis for group programs. The maximum draw per employee per fiscal year is limited to one-three thousand five hundred dollars ($1,5003.000). All requests regardless of their status (approved/denied by the supervisor) shall be forwarded within ten business days to Learning and Employee Development for review. The County will notify CEMA of the denied requests. Individual and group programs are subject to approval by a County/CEMA committee which administers the programs, including the selection of group programs and approval of programs selected by individuals.
ARTICLE 9 – TRAINING FUND

The County has established a Manager/Supervisor Program for the purpose of training all managerial and administrative professional staff. All CEMA represented employees will have an opportunity to attend the Manager/Supervisor Program courses.

The County has set aside eighty five thousand dollars ($85,000) per fiscal year during the term of this Agreement to conduct this training program for all CEMA represented employees. The County shall maintain control of program design, and funds not expended shall be rolled over from year to year during the term of the Agreement. Specifics of any program beyond the Manager/Supervisor Program will be set by the CEMA/County committee listed in section 8.2 - Professional Development Program.

The County shall provide an accounting of the funds on a semi-annual basis to CEMA. The County agrees to meet no less than quarterly with the CEMA Professional Development Committee to discuss input to the training program.
ARTICLE 10 – UNIFORM ALLOWANCE

Effective May 4, 2020, a yearly uniform allowance of Five Hundred and Fifty Dollars ($500.00) shall be payable quarterly to the following eligible employees: Park Maintenance Supervisor, Supervising Custody Support Assistant, Supervising Protective Services Officer, Emergency Medical Services Specialist, Law Enforcement Records Manager and Law Enforcement Records Supervisor. The following safety employees shall receive Eight Hundred Fifty dollars ($850) annually, to be paid quarterly: Manager of Park Ranger Operations and Park Ranger Supervisor. Said uniform allowances shall be payable the first pay period of February, May, August and November as follows during the term of the Memorandum of Understanding Agreement.

The uniform allowance ($500 or $850) shall be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on payroll calendar year) and the quotient shall be paid to the employee each pay period.

The uniform allowance shall not be paid for any pay periods in which the employee is in an unpaid status for the complete pay period. The uniform allowance shall be prorated for code status (full time employee or part time employee).

Newly hired employees shall receive the uniform allowance beginning on their pay period of hire. Newly hired employees shall not be paid the uniform allowance retroactively to the first pay period of the payroll calendar year.

Effective May 4, 2020, Supervising Probation Counselors shall receive an annual uniform allowance in the form of a Five Hundred and Fifty Dollar ($550) voucher.

During the term of this agreement, the County may designate specific classification(s) which may be required to wear a standardized uniform or standardized uniform items for business purposes. If such a designation is made, the union shall be afforded an opportunity to meet and confer with the County over the amount of the annual uniform allowance, which will not exceed Eight Hundred Fifty Dollars ($850) annually. The meet and confer process shall not be subject to impasse procedures or fact finding.
ARTICLE 11 – **FEDERAL, STATE and/or COUNTY MANDATED LICENSURE/CERTIFICATION FUND**

Effective May 4, 2020, the County shall establish a fund of seven thousand five hundred ($7,500) for each year of the term of this Agreement, to be administered at a County-wide level. The purpose of the fund will be to provide, within the allowable total, up to one hundred percent (100%) reimbursement to all CEMA represented employees for the cost of Federal, State and/or County mandated license(s) and/or certificate(s) (excluding driver licenses) that are required pursuant to the employment standards stated in the job specifications, incurred between June 24, 2013 and June 22, 2014. The County shall provide an accounting of funds on a quarterly basis.

Section 11.1 – General Provisions

a) Only employees in classifications as listed in this section are eligible for reimbursement of costs of State required licenses in accordance with the provisions of this fund.

b) Employees shall not lose any rights to this fund reimbursement due to reclassification or retitling of a classification as long as provided that the new classification also has a continues to require Federal, State or County required-mandated license(s) and/or certificate(s) pursuant to the job specification employment standards.

c) During the term of this Agreement, should Federal, State and/or County Legislation be passed mandating licensure for additional classifications represented by CEMA, or modifying existing mandated licensure for any of the classes listed in this section represented by CEMA, the County and CEMA shall meet and confer over their inclusions in this provision.

d) These funds reimbursement shall apply to all employees in classifications noted in this section represented by CEMA effective May 4, 2020, who are required by the Federal, State or County to pay required licensure/certification fees which are required pursuant to the employment standards stated in the job specification. Eligible employees may only apply for license/certification reimbursement once per annum during the term of this Agreement.

e) Total reimbursement for each eligible employee in this program will not exceed one hundred percent (100%).

Section 11.2 – **Federal, State and/or County** Mandated License and Certification Fee Reimbursement

a) During the term of this Agreement, all eligible employees whose Federal, State and/or County mandated license/certificate expires between June 23, 2014 and June 23, 2019 during the term of this Agreement, must present a receipt showing proof of payment and/or the renewed license/certificate within thirty (30) working days after the expiration of the license/certificate to receive reimbursement.

b) Requests for reimbursement are to be submitted on the form provided by the County.

Section 11.3 – Reasons for Denial

Management may disapprove an application for reimbursement under this provision under the following circumstances:
a) There are not sufficient funds available in the program.

b) The employee has already received the maximum allowed under this program.

Section 11.4—Eligible Classifications

Only employees in the classifications listed in Appendix A are eligible for reimbursement of costs of a State required license in accordance with the provision of this fund.
ARTICLE 12 – TEMPORARY ASSIGNMENT RESPONSIBILITY DIFFERENTIAL (TARD) WORK OUT OF CLASSIFICATION (WOOC)

Employees within the bargaining unit will receive compensation for additional higher level duties assigned and performed during the temporary absence of an incumbent in a higher classification. The temporary absence may be the result of the higher level employee being absent from duty or as a result of the higher level employee being temporarily re-assigned to perform a special assignment. Such payment will be made consistent with the promotional pay procedures under the Merit System Rules and will only apply where the assignment is made for a period of one (1) working day or more.

Employees on an approved vacation are excluded from receiving WOOC pay. When such pay for higher-level duties is appropriate under these terms and conditions, it will commence on the first day of the assignment and continue throughout the duration thereof. Application of TARD-WOOC as a result of the higher classification’s incumbent’s reassignment requires the approval of the County Executive. It shall be the responsibility of the appointing authority to ensure that there are sufficient appropriations for the TARD-WOOC assignment. No TARD-WOOC assignment may be made to a position for longer than twenty-six pay periods.

Application of TARD-WOOC may be extended to vacancies only upon the approval of the County Executive. The provisions described above are also applicable to TARD-WOOC coverage for vacant positions. An employee assigned TARD-WOOC to a fill a vacant must meet the minimum qualifications for the higher-level position.
ARTICLE 13 – LATERAL TRANSFER

When making a lateral transfer or demotion to another class, an application review by the Personnel Director shall be deemed an appropriate qualifying examination for CEMA employees in instances where a qualifying examination is required. If otherwise qualified under this provision and the only prohibition to lateral transfer is the salary of the new class, it shall be deemed to be a lateral transfer if the move from one classification to another does not exceed fifteen percent (15%) upward range movement.
ARTICLE 14 – STO AND SICK LEAVE

Section 14.1 – Scheduled Time Off

The parties have agreed to a Scheduled Time Off (STO) program which covers all former paid leave.

a) STO Bank Accrual

Each employee shall be entitled to annual Scheduled Time Off. Scheduled time off is earned on an hourly basis. For purposes of this section, a day is defined as eight (8) work hours. Effective the first pay period following Labor Day, September 4, 2006 holidays shall be separated from STO and paid as they are observed. If an employee is required to or assigned to work a holiday, he/she shall have the option of taking an alternate day off at a time mutually agreed upon by the appropriate supervisor or receiving an STO add-back of one day. The accrual schedule shall be as follows:

<table>
<thead>
<tr>
<th>Total Service Years &amp; Work Day Equivalent</th>
<th>Yearly Accrual in Work Days</th>
<th>Accrual Factor Per Hour</th>
<th>Accrual Factor Per PP</th>
<th>Maximum* Allowable Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year 1st through 261 days</td>
<td>19</td>
<td>.073075</td>
<td>5.846</td>
<td>57 work days (456 hours)</td>
</tr>
<tr>
<td>2nd through 4th year 262 through 1044 days</td>
<td>21</td>
<td>.080769</td>
<td>6.461</td>
<td>63 work days (504 hours)</td>
</tr>
<tr>
<td>5th through 9th year 1045 through 2349 days</td>
<td>25</td>
<td>.096153</td>
<td>7.692</td>
<td>75 work days (600 hours)</td>
</tr>
<tr>
<td>10th through 14th year 2350 through 3654 days</td>
<td>27</td>
<td>.103846</td>
<td>8.307</td>
<td>81 work days (648 hours)</td>
</tr>
<tr>
<td>15th through 19th year 3655 through 4959 days</td>
<td>29</td>
<td>.111538</td>
<td>8.923</td>
<td>87 work days (696 hours)</td>
</tr>
<tr>
<td>20th and thereafter 4960 days</td>
<td>31</td>
<td>.119230</td>
<td>9.538</td>
<td>93 work days (744 hours)</td>
</tr>
</tbody>
</table>

*Base (includes one additional day).

b) Separate STO Bank

Any STO hours that exceed the cap when it is lowered, will be placed into a separate leave bank and the hours will be available to be used as STO. The separate leave bank will have a “sunset” date in twenty (20) years (from June 25, 2012); however, unused hours in the bank cannot be lost. Excess hours and a few additional hours will be moved into the separate leave bank so that employees who are very near, but not over, the reduced cap will not immediately be at the cap in the first pay period.

c) Pre-Scheduled Usage

Scheduled Time Off may be used for any lawful purpose by the employee; the time requested shall require the approval of management with due consideration of employee convenience and administrative requirements.

d) Scheduled Time Off Bank Carry Over
In the event the employee does not take all the scheduled time off to which entitled in the succeeding twenty-six (26) pay periods, the employee shall be allowed to carry over the unused portion, provided that the employee may not accumulate more than three (3) years’ earnings except:

1. When absent on full salary due to work-related compensation injury which prevents the employee reducing credits to the maximum allowable amount, or

2. In the case of inability to take paid time off because of extreme emergency, such as fire, flood or other similar disaster, an additional accumulation may be approved by the County Executive.

If the appointing authority does not provide vacation for an employee sufficient to reduce accumulated STO balance to the maximum allowable balance permitted, the employee may take vacation as a matter of right immediately before the end of the pay period in which the STO would be lost.

e) Scheduled Time Off Bank Pay-Off
Upon termination of employment an employee shall be paid the monetary value of the earned Scheduled Time Off balance as of the actual date of termination of employment.

Section 14.2 – Sick Leave Bank Accrual

a) Sick leave Bank Accrual
Each employee shall be entitled to an annual sick leave bank accrual. Sick leave is accrued on an hourly basis and computed at the rate of sixty-four (64) hours per year and may be accrued without limitation. The accrual factor per hour is .030769 and the accrual factor per full pay period is 2.462.

b) First Day Usage Prior Contract History
Prior Contract History: Four days (32 hours) of sick leave were converted into the STO accrual leaving employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours). These additional four days of STO were integrated into the STO yearly accrual rate (Section 14.1 a).

To allow more flexibility in the use of an employee’s accrued leave banks while maintaining the eligibility for cash out, the following terms shall apply:

During each payroll calendar year employees may use up to a maximum of 32 hours of STO for absences due to personal illness or any other absences which are chargeable to sick leave in accordance with the following terms:

- For the purpose of first day usage, a day is defined as 8 hours.
- For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.
- The first 8 hours of such absences shall be charged to STO.
- Employees working longer shifts have the option of using STO or sick leave for the remainder of the shift.
• If the STO bank is exhausted, the first 8 hours shall be Leave Without Pay.
• Such absences beyond the first 8 hours shall be charged to sick leave unless the employee requests to use STO up to a maximum of 32 hours.
• After using 32 hours of STO for such absences within each payroll calendar year, subsequent absences shall be charged to sick leave including the first day.
• For the purpose of this section 14.2 b, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave.
• For employees who are hired into the bargaining unit after the beginning of the payroll calendar year, the requirement to use 32 hours of STO shall not be prorated.

Notwithstanding the above, an employee who experiences a continuation of a verified personal illness or that of a member of the immediate family within 14 calendar days of her/his original return to work, may charge the renewed absence directly to accumulated sick leave balance but subject to any restrictions in Section 14.2.c).

Exceptions may be granted for absences due to life threatening illness requiring ongoing treatment beyond four incidents of absence in a calendar year upon review and approval of an executive manager.

c) Family Care Usage
An employee is entitled to use one-half (1/2) of his/her annual accrued leave in order to care for a sick or injured member of the employee's immediate family requiring care. The initial period of time granted, up to one full day, must be charged to the STO bank unless the employee has used 32 hours of STO for absences outlined in 14.2 b in which case the leave is charged to the sick leave, not STO. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, the employee’s brother or sister, or any other person living in the immediate household of the employee.

d) Doctor's Notes
Request for sick leave with pay in excess of three (3) working days must be supported by a statement from an accredited physician. Management may require such a supporting statement for absences less than three (3) days.

e) Bereavement Leave
Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, or grandchild of the employee or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any employee bank. If necessary, the third day shall be charged to the STO bank unless the employee has used 32 hours of STO for absences outlined in 14.2 b in which case the leave is charged to the sick leave, not STO. The fourth and fifth days shall be charged to the sick leave bank unless the employee requests to use STO. Up to an additional three days, two of which are chargeable to sick leave and the third day not charged to any accumulated balance, is authorized if out-of-state travel is required.
f) **Sick Leave Bank Pay Off**

Upon death, retirement or resignation in good standing, an employee shall be paid for any balance in the sick leave bank at the following rate.

<table>
<thead>
<tr>
<th>Days of Service</th>
<th>% Paid at</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 2610</td>
<td>0%</td>
</tr>
<tr>
<td>2611 &quot; 2871</td>
<td>20%</td>
</tr>
<tr>
<td>2872 &quot; 3132</td>
<td>22%</td>
</tr>
<tr>
<td>3133 &quot; 3393</td>
<td>24%</td>
</tr>
<tr>
<td>3394 &quot; 3654</td>
<td>26%</td>
</tr>
<tr>
<td>3655 &quot; 3915</td>
<td>28%</td>
</tr>
<tr>
<td>3916 &quot; 4176</td>
<td>30%</td>
</tr>
<tr>
<td>4177 &quot; 4437</td>
<td>32%</td>
</tr>
<tr>
<td>4438 &quot; 4698</td>
<td>34%</td>
</tr>
<tr>
<td>4699 &quot; 4959</td>
<td>36%</td>
</tr>
<tr>
<td>4960 &quot; 5220</td>
<td>38%</td>
</tr>
<tr>
<td>5221 &quot; 5481</td>
<td>40%</td>
</tr>
<tr>
<td>5482 &quot; 5742</td>
<td>42%</td>
</tr>
<tr>
<td>5743 &quot; 6003</td>
<td>44%</td>
</tr>
<tr>
<td>6004 &quot; 6264</td>
<td>46%</td>
</tr>
<tr>
<td>6265 &quot; 6525</td>
<td>48%</td>
</tr>
<tr>
<td>6526 &quot; accumulation</td>
<td>50%</td>
</tr>
</tbody>
</table>

**g) Reinstatement Pay Back**

Employees receiving a sick leave bank payoff in accordance with Section f) may, if reinstated within one (1) year, repay the full amount of sick leave bank payoff received and have the former sick leave bank balance restored. Repayment in full must be made prior to reinstatement.

**h) STO Cash Out**

Employees who use no sick leave for a period of one year beginning pay period 1/01 December 23, 2014, through pay period 14/26 December 21, 2014, shall be allowed to cash out forty (40) hours of STO with an option to cash out an additional forty (40) hours of STO.

Employees who use no more than 46-24 hours of sick leave for a period of one year beginning pay period 14/01 December 23, 201419/01 December 17, 2018 through pay period, 14/26 December 21, 201419/26 December 15, 2019, and each December to December period thereafter during the term of this agreement, June 23, 2014May 4, 2020 through June 23, 20142024, shall be allowed to cash out forty (40) or eighty (80) hours of STO (for no more than a total of 80 hours). Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility.
Section 14.3 – Administrative Leave

a) The County will supply the Union with a list of represented employees who are on administrative leave on a monthly basis. The list will include the type of administrative leave and current status. The list will be supplied via e-mail to cemanotifications@sccema.org.

b) The County will make reasonable efforts to limit the length of time that employees are placed on paid administrative leave to twenty-six (26) pay periods or less. The County and the Union recognize that there may be circumstances warranting paid administrative leave for a period of time greater than 26 pay periods. Such circumstances include, but are not limited to, Equal Opportunity Department investigation, Fitness for Duty, law enforcement investigation, adjudication of Civil or Criminal trials or investigations involving outside agencies such as EEOC or DFEH. The Appointing Authority (or designee) may use an extra help assignment or a WOOC assignment to perform the work of the employee(s) placed on paid administrative leave. If such an assignment is made, it shall be made in compliance with MOA Article 12 or Ordinance Section A25-188.

Employees subject to the Public Safety Officers Procedural Bill of Rights Act (“POBAR”) of 1974 are excluded from this section.

Section 14.4 – Administrative Time Off (ATO) and FLSA – Exempt Employees

Most CEMA represented employees are designated by the County as “exempt” employees under the Fair Labor Standards Act (FSLA). Employees who are designated as “exempt” are salaried employees who are expected to work the number of hours necessary to fulfill the duties of the position without overtime pay. Depending on the circumstances, employees may work more or less than forty (40) hours in any particular week.

a) ATO Defined
Recognizing the above, FLSA-exempt employees may be granted ATO without charge to any leave bank. ATO may be granted regardless of hours worked from their regular schedule.

b) ATO Requests
An employee may request ATO for any purpose without the necessity to state a reason. Employees shall request ATO in advance when possible. ATO is typically in increments of less than one day. For a full day’s absence under ATO an executive manager’s approval is required. The County should not deny an individual request for ATO absent a legitimate business reason. The County may temporarily issue a blanket ATO usage denial for a legitimate business reason.
ARTICLE 15 – LAYOFF PROCEDURES

When the County determines that a layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected and the circumstances requiring the layoff. Upon request, the Union shall be afforded the opportunity to meet with the County to discuss these matters and any proposed alternatives.

Section 15.1 – Seniority Defined
Except as otherwise provided in Section 15.2, seniority is defined as days of accrued service within any coded classification with the County. For layoff purposes all time on Worker's Compensation and Military Leave shall be added to this computation.

Section 15.2 – Transfer of Prior Agency Service
If a function of another agency is transferred to the County, the seniority of employees who transfer with the function shall be computed based upon application of the definition of Section 15.1, to each employee's prior service with the other agency.

Section 15.3 – Changes to Classes
To the extent possible, employees should not lose their rights under this article because classes have been revised, established, abolished or retitled.

Section 15.4 – Order of Layoff
a) Bilingual Designation - The department shall at least annually determine the number of positions in each classification that require a specific skill paid for through a differential. The number of such positions must be approved by the Director of Personnel. In all cases the employees in the department certified in that skill shall be retained in order of seniority until the requisite number of skill-positions are filled. The parties agree that the term "skill" as used in this section relates to bilingual skills.

b) Special Skills – Before each layoff, the department may identify one or more position(s) that require one or more special skills, abilities or knowledge areas (for simplicity “skills”) that it believes must be retained. The list of criteria below is not an exhaustive list, and management may provide other criteria if it can demonstrate the operational need for the particular skills(s).

1) Cannot perform the work without the special skill as determined by an outside entity (e.g., legal, regulatory, certification).

2) The skill is tied to grant funding.

3) The skill is required and/or was recruited for as part of selective certification or the recruitment process when the position was last filled.

4) The position has previously been designated as requiring a special skill and the underlying conditions remain the same.
ESA will review the request to retain the position that requires the special skill(s) and send the recommendation to retain the position to CEMA. CEMA will have ten (10) County business days to review the recommendation and request to meet and confer. If there is no agreement, the employee shall remain in seniority order for the purposes of the layoff.

If the parties agree that the skill(s) required to perform the duties of the position are to be retained, there shall be a determination of which employees within the classification possess the required skills. This may result in an employee, with the skill(s), being retained out of seniority order.

If there is more than one employee within the classification who possesses the skill(s), and is subject to layoff, then seniority as defined under section 15.1 and order of layoff outlined in section 15.4 c) will determine the lay off between the employees who possess the skills.

If a less-senior employee’s layoff notice is rescinded, and the less-senior employee is recalled due to the special skill and in that process the employee with more seniority is bypassed and laid off from the classification, then the more-senior affected employee will be placed on the re-employment list.

In addition, the more senior affected employee shall be eligible for additional consideration in the layoff and re-employment process:

1. Inplacement – The employee can elect to be considered for in-placement instead of returning to former class.
2. Second-Inplacement – The employee may be considered for another inplacement if the first inplacement was not a good fit as determined by ESA and CEMA.
3. Probationary Period – The parties may mutually agree to extend the probationary period for the inplacement.
4. Re-employment List – The affected employee will remain on the re-employment list until re-employed, provided the employee has not declined two offers of re-employment within the same classification or equivalent classification. Refusal to accept one of the two offers of re-employment shall cause the name of the person to be dropped from the re-employment list.
5. Training – ESA will make every effort to work with the Department to develop a training plan to assist the employee in the new inplacement position.

c) Except as set forth earlier, in this section regarding special skills and bilingual designation, when one (1) or more employees performing in the same class in a County department/agency are to be laid off, the order of layoff in the affected department/agency shall be as follows:

1. Provisional employees in inverse order of seniority.
2. Probationary employees in inverse order of seniority.
3. Permanent employees in inverse order of seniority.
Section 15.5 – Notice of Layoff

Employees subject to the provisions of this article shall be given at least twenty (20) working days written notice prior to the effective date of layoff. The procedures listed below shall be applied prior to the effective date of the layoff.

Section 15.6 – Reassignment in Lieu of Layoff

a) Vacant Code in County

In the event of notice of layoff, any employee so affected will be allowed to transfer to a vacant position the County has determined to be filled in the same classification in any County department/agency.

b) Former Classification

In the event there are no vacancies as listed in a) above, an employee will be offered a vacant position in any classification at the same level in which permanent status had formerly been held, first in the affected department/agency and then County-wide.

c) Displacement

In the event there are no vacancies as listed in a) or b) above, the employee shall have the right, upon request, to be returned to any classification in the department/agency at the same level in which permanent status had formerly been held and the regular layoff procedure in that same level shall apply.

d) Lower Level Classifications

In the event that an employee does not have enough seniority to claim a position under b) or c) above, those sections shall be applied to each subsequent lower level classification in which permanent status had formerly been held.

Section 15.7 – Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 15.6 above, the employee shall be laid off. If an employee elects not to exercise the rights in Section 15.6(c) he/she may be deemed to have been offered and to have declined such work.

Section 15.8 – Inplacement

If an employee has been issued a layoff notice pursuant to Section 15.5, Notice of Layoff, and has no reassignment in lieu of layoff rights pursuant to Section 15.6 or 15.7 then that employee shall be considered for inplacement.

Inplacement is an offer of transfer (within specific wage bands) or demotion to an employee with a layoff notice to a vacant position which the County intends to fill during the layoff notice period.

The following conditions apply to the inplacement process:

a) An employee must be qualified to transfer or demote. The Personnel Director shall determine qualifications

1. Testing requirements will be the same as if the employee had been reclassified.
2. In determining qualifications and possible positions, transfers and demotions to both related and non-related classes may be considered.

b) Transfer will be deemed a "lateral transfer" if movement from one class to another does not exceed an upward salary change of twelve-fifteen percent (\(12\% - 15\%\)).

c) Normal transfer (ordinance code) rules apply (i.e.: the employee can be taken on a permanent or probationary basis at the discretion of the appointing authority). If an employee has underlying permanent status the probationary period following the transfer shall be considered a subsequent probation. Consistent with this status, the employee on a subsequent probation with underlying permanent status, has Personnel Board appeal rights.

d) The employee may express a preference for certain occupational fields, appointments or departments. However, the employee has no right to claim any position nor is the County required to offer inplacement.

e) The position shall not be considered "vacant" for inplacement purposes if the position has been identified as claimable under Section 15.6(a), or (c) by another employee who has been issued a layoff notice under Section 15.5, Notice of Layoff, or by an employee on a re-employment list established pursuant to Section 15.9., Re-employment List.

f) An employee who is placed under this inplacement section or laid off under Section 15.7 shall have his/her name placed on all re-employment lists pursuant to the appropriate classification.

g) In determining placement offers, CEMA and the County, on a case by case basis, may by mutual agreement include as part of the placement offer:
   1. basic skill competency training and/or;
   2. literacy training and/or;
   3. other methods (other than transfer or demotion) of filling vacant positions that do not violate Merit System principles or County Ordinance Code provisions.

h) All inplacement offers must be made and accepted or rejected prior to the effective date of the layoff notice. Time permitting, the Personnel Department may assist employees on the re-employment list in addition to those workers with layoff notices. Such employees shall be entitled to all provisions of this Agreement.

i) If an employee is not placed by the effective date of the layoff notice, he/she shall be laid off under the provisions of the layoff notice.
Section 15.9 – Re-employment List
a) The names of such probationary and permanent employees reassigned or laid off in accordance with Section 15.6(b), (c), or Section 15.7 of this article shall be entered upon a re-employment list in inverse order as specified under Section 15.4. Upon certification of the re-employment list to the appointing authority, the person standing highest on a re-employment list for a particular classification when a vacancy exists in that classification in any department/agency shall be offered the appointment. Employees on re-employment lists shall retain the right to take promotional exams and/or receive promotional preference on exams. The re-employment lists shall take precedence over all other methods of appointment.

b) When required by the needs of the department and approved by the Director of Personnel, selective certification may be utilized to re-employ employees with particular skills as listed in Section 15.4.

Section 15.10 – Temporary Work for Laid Off Employees
Interested employees who are placed upon the re-employment list due to layoff and who elect to be available for temporary work shall be given preference for such work in their former department/agency in the classification from which they were laid off. The election to be available for temporary work must be made at the time of layoff. Employees may decline to be available for temporary work or may decline such work itself without affecting any rights under this article.

Section 15.11 – Names Dropped from Re-employment List
No name shall be carried on a re-employment list for a period longer than two (2) years, and the names of persons re-employed in a permanent position within the same classification shall, upon re-employment, be dropped from the list. Refusal to accept the one of two offers of re-employment within the same classification, shall cause the name of the person to be dropped from the re-employment list.

Section 15.12 – Rights Restored
Upon re-employment of an employee from a re-employment list, all rights acquired by an employee prior to his/her placement on such list shall be restored.
ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.1 – Grievance Defined

a) Definition
A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Merit System Rules, or other County ordinances, except as excluded under b) below.

b) Matters Excluded From Consideration Under the Grievance Procedure
1. Performance Evaluations/Management Planning and Appraisal Report
2. Probationary release of employees
3. Position Classification
4. Workload/Caseload
5. Merit System Examinations
6. Items requiring capital expenditures
7. Items within the scope of representation and subject to the meet and confer process
8. Disciplinary Actions taken under Section 708 of the Charter
9. Denials of Alternate Work Schedules and Telework
10. Compaction Review Process and Outcomes
11. Workload

Section 16.2 – Grievance Presentation

a) Informal Resolution
The employee(s) shall discuss the grievance with his/her immediate supervisor within ten (10) working days of the occurrence or discovery of an alleged grievance. Within ten (10) working days, the supervisor shall give his/her decision to the employee. A group grievance shall proceed in the same manner.

b) Formal Grievance
1) Step One - Within ten (10) working days if the employee is not satisfied with the response from the supervisor or the employee has not received a response within the ten (10) working day limit, the employee or CEMA may present the grievance in writing to the Office of Labor Relations. The grievance form shall contain information which:

a. Identifies the aggrieved;

b. The specific nature of the grievance;

c. The time or place of its occurrence;

d. The section of the MOU or other sections identified in Section 16.1 alleged to have been violated, improperly interpreted, applied or misapplied;

e. The consideration given or steps taken to secure informal resolution;

f. The corrective action desired; and,
g. The name of any person or representative chosen by the employee to file the grievance on his/her behalf.

2) Step One - Decision
   a. A decision shall be made by Labor Relations in writing within twenty (20) working days of receipt of the grievance. A copy shall be sent to CEMA and this copy shall dictate the time limits.

   b. At the request of either party, a meeting will be held within twenty (20) working days of receiving the grievance, for the purpose of a mutual exchange of information. If such a meeting is requested, the decision shall be due twenty (20) working days from the date of the meeting.

   c. Existing grievances shall not be amended to include additional alleged violations.

3) Step Two - If the aggrieved continues to be dissatisfied, CEMA may, within twenty (20) working days after receipt of the Step One Decision, request that the grievance be referred to an impartial arbitrator mutually agreed upon or jointly selected from a panel provided in section 16.4. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

   The decision made by the arbitrator shall be final and binding.

Section 16.3 – Pre-Arbitration
All parties will attempt to stipulate or agree on the issue(s)/question(s) to be submitted to an arbitrator.

The Arbitrator shall be advised of and agree to the following provisions:

1. Within twenty (20) working days of receipt of the grievance at Step Two, one (1) arbitrator shall be selected from the panel and the parties shall use their best efforts to schedule a hearing within thirty (30) calendar days. At this time the parties will stipulate whether to provide pre-hearing briefs.

2. If the selected arbitrator cannot be scheduled within one hundred twenty (120) calendar days, the parties will mutually agree to either another arbitrator or extend the time limits for the hearing.

3. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. If a transcript is prepared, the parties shall share equally in the cost. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of the hearing. The parties may submit pre- and post-hearing briefs to the arbitrator and provide copies to the parties. Pre-hearing briefs shall be submitted thirty (30) calendar days in advance of the hearing.
4. No issue that was not specified in the grievance may be raised in the arbitration. This memorandum of agreement shall be submitted as a joint exhibit. Nothing in the agreement shall be construed to empower any arbitrator to change, modify or amend any of its provisions.

Section 16.4 – Arbitration Panel
Unless mutually agreed, for the term of this agreement the County and the CEMA shall use the following panel:

Morris Davis  Paul D. Roose
John Kagel      Christopher Burdick
Norman Brand    Alexander Cohn
Catherine Harris  Carol Vendrillo

The parties may also mutually agree to choose another arbitrator not on the above list.

Section 16.5 – Arbitration Release Time
The following statement on employee participation in grievance arbitration hearings is agreed to:

a) The employee on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing.

b) Other requests for leave for the purpose of defending the grievance in the arbitration hearing will also be granted provided the absence does not unduly interfere with the performance of service.
ARTICLE 17 – LETTER OF REPRIMAND

A letter of reprimand shall be retained in an employee’s personnel file for a period of two (2) years from the date of issue. At the end of the two (2) year period, it shall be removed from the personnel file provided that no related disciplinary action or letter of reprimand has been issued during the intervening period.
ARTICLE 18 – PERFORMANCE APPRAISAL AND DEVELOPMENT PROCESS

Performance appraisals shall be completed annually by the employee’s immediate Supervisor /Manager on ESA-approved forms. A copy of the completed appraisal shall be retained in the employee’s personnel file.

An employee who is dissatisfied with his/her appraisal may request and receive a review from the next highest level manager. This request must be received in writing within twenty (20) working days of the receipt of the completed of the appraisal. If still dissatisfied, the employee may request a further review from the Department/Agency Head. If the employee reports directly to the Department Head, the employee may request a further review from the next highest level person. Changes made as a result of the review process will be included in the appraisal document.

The performance appraisal document may be used by either party in the transfer and promotion process but may not be used in the disciplinary process, the oral board process or in a probationary release.

Only the mutually agreed upon employee evaluation process may be used which is listed on the County Website. The County and CEMA agree to meet and discuss no earlier than 12 months after May 4, 2020 in order to meet and discuss modifying the employee evaluation process. Modifications, if any, to the employee evaluation process must be mutually agreed upon in writing. The County and CEMA agree that the meet and discussions will conclude within six months of commencing the meet and discussions. If no mutual agreement is reached, the employee evaluation process listed on the County Website shall be the operative process. These discussions are excluded from the grievance procedure.
ARTICLE 19 – ALTERNATE WORK SCHEDULES AND TELEWORKING

The County of Santa Clara recognizes that flexible work arrangements and reduced commutes can benefit the employee, the department and the public by making the most efficient use of staff time.

The County shall provide alternate work schedules and telework opportunities to CEMA represented classifications. Eligibility for these opportunities shall be in accordance with the County of Santa Clara Alternate Work Schedule Policy or Teleworking Policy for CEMA represented classifications.

This section is not subject to the grievance procedure.
ARTICLE 20 – SAFETY SHOES

County Employees Management Association (CEMA) represented employees shall be eligible for County approved safety shoes, as authorized and approved by the County Executive, in accordance with the Protective Footwear Policy and Safety Shoes Reimbursement Program. Classification eligibility shall be determined by review/approval of the Agency/Department Head, Employee Services Agency (ESA) Insurance Division and the Office of Labor Relations. Employees may appeal denials through the County-wide Safety Committee. The decision of the Committee is final.

Supervising Probation Counselors shall receive an annual safety shoe allowance in the form of a Two Hundred Fifty Dollar ($250) voucher.
ARTICLE 21 – PROBATIONARY PERIOD

1. Original probationary period for employees shall be nine (9) months to be counted by pay periods. The ending date shall be counted as nine (9) calendar months moved to the beginning of the next pay period.

2. Subsequent probationary period for employees shall be six (6) months, to be counted by pay periods. The ending date shall be counted as six (6) calendar months moved to the beginning of the next pay period.
ARTICLE 22 – FAIR LABOR STANDARDS ACT

The County and Union will comply with FLSA provisions with regards to discipline for FLSA exempt employees.

The County and Union will meet to develop the guidelines to implement the exceptions of disciplining for less than one work week.
ARTICLE 23 – LABOR MANAGEMENT COLLABORATION

The County and CEMA agree to establish regular labor-management meetings as often as necessary to address needs in a timely way, but no less than twice a year. The purpose of the meetings between CEMA business representatives, including liaisons, and County department management is to proactively address mutually agreed upon agenda items, which may include:

1. Strategic Planning,
2. Initiatives,
3. Budget,
4. External legislative regulatory updates,
5. Staffing issues and trends,
6. Discussion of classifications/individuals consistently working excess hours beyond a 40 hour work week,
7. Other items.

CEMA business representatives and liaisons shall be invited to meetings that any other bargaining groups are invited to when the outcome could impact CEMA represented employees.
ARTICLE 24 – CONTRACTING OUT

Section 24.1 – Notice to the Union
The County shall give the Union prior written notice of all new proposed contracts valued at $100,000 or more per fiscal year between the County and private third parties that are required to be presented to the Board of Supervisors for acceptance and/or approval for work currently being done by classifications represented by the bargaining unit.

Section 24.2 – Response to Notice
Notice from County as described in Section 24.1 is to be given to the Union by electronic mail. To request a meeting regarding the impact to the bargaining unit, the Union shall respond by electronic mail within five (5) working days from date of receipt of the County’s notice, with a request to meet on the impact to the bargaining unit.

Section 24.3 – Meeting
The County and the Union shall meet on the impact for not more than twenty (20) working days from receipt of written request from the Union. If concerns are not alleviated or agreement is not reached, the County may proceed.

The Board of Supervisors may proceed without giving prior written notice if it determines circumstances exist or will exist that justify urgency action. Reasonable advance written notice of intention to proceed on such a basis shall be provided the Union prior to the Board meeting to accept and/or approve the County’s contract with the third party; but nothing herein shall hamper the Board's lawful exercise of authority under state law in emergency situations.
ARTICLE 25 – STRIKES AND LOCKOUTS

During the term of this Agreement the County will not lock out the employees who are covered by this Agreement. The Association and Association-represented employees, both individually and collectively, shall not organize, carryout, cause, encourage, or condone any job actions, such as strikes, work stoppages, slowdowns, blue flu, sickouts, work-to-rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other individual or concerted refusal to render services (including refusal to work overtime or any other curtailment or restriction of work at any time) or to obstruct efficient operations of the County, collectively (“Strike Activity”) by Association-represented employees during the term of this Agreement.

If the Association learns that bargaining unit employees intend to engage in Strike Activity, either through notice from the County or through other means, the Association will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating: (1) the Strike Activity is not authorized or supported by the Association; and (2) Strike Activity may violate County or Departmental rules and result in disciplinary action. The Association shall take all other steps reasonably necessary to induce employees to cease any and all Strike Activity.
ARTICLE 25-26 – FULL AGREEMENT

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its Departments and CEMA. This Agreement supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and CEMA except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, CEMA shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by Management direction.
ARTICLE 26-27 – SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (such legislation currently pending is titled AB 1040), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of wages and/or benefits upon which the State of California is basing the monetary penalty. The County Employees Management Association reserves the right to contest the legality of the payment cessation or repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.
ARTICLE 27-28 – TERM OF AGREEMENT

This Agreement shall become effective only upon ratification by CEMA and approval by the Board of Supervisors and shall remain in full force and effect to and including June 23, 2014, April 6, 2020, through June 23, 2019-2024 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to June 23, 2019-2024 or any subsequent June 23rd of its desire to terminate this Agreement or amend any provision thereof.

Upon request of either party, the parties shall commence negotiations for the successor agreement no later than 120 days prior to the expiration of this agreement.

County of Santa Clara
CEMA, Affiliated with Operating Engineers, Local Union #3, AFL-CIO
SIDELETTER OF AGREEMENT — Health Care Assistance
between
County of Santa Clara
and
County Employees Management Association (CEMA)

A cap for premium contribution for employee with Health Net family coverage is established effective after the September 1999 open enrollment window. This cap is built from the current employee contribution rate of $32.31 with an escalator based on subsequent Health Net percentage premium increases by applying that premium increase factor at each new plan year. This escalator is to be adjusted based on a review of Kaiser rate increases.

During the term of the agreement employees will continue the current contribution of $42.83 (which may be adjusted based on the formula outlined above).

Both parties agree to delete the sideletter on June 22, 2014.

Date: Sept 23, 2013

For the County:  For CEMA:

Sabanehe Kraja  Prudence Staalhuug
SIDELETTER OF AGREEMENT — “ME TOO”
BETWEEN
COUNTY OF SANTA CLARA
AND
COUNTY EMPLOYEES MANAGEMENT ASSOCIATION (CEMA)

During Fiscal Year 2014 should a majority of employees receive a wage increase paid as incentive for structural changes that is greater than CEMA’s, CEMA will also receive the same wage increase.

Any self-funded wage increase shall be excluded. Any realignments provided for specifically in the contracts of the majority shall be considered as part of the incentive pay for structural changes.

Date: 9/23/13

For the County:  
Sabahete Kraja

For CEMA:  
Prudence Slaethaug
SIDELETTER OF AGREEMENT – Cross Departmental Opportunity Pilot Program
BETWEEN
COUNTY OF SANTA CLARA
AND
COUNTY EMPLOYEES MANAGEMENT ASSOCIATION (CEMA)

The County is offering selected employees in CEMA represented classifications an opportunity to gain valuable experience by working on a limited basis on an activity or project outside the employees’ current job. Each selected employee would spend no more than 10% of working time (not to exceed 6 months) in another department within the Agency or across the County for a specified period of time as agreed upon by the employee’s supervisor and the receiving supervisor. The employee would remain in the employee’s current classification. This side letter is not grievable.

The goal is to maximize the interest and experiences of selected employees in CEMA represented classifications by providing opportunities to work on short-term projects in departments across the County and to leverage and/or develop the talent and expertise of represented employees for effective County operations.

The Employee Services Agency (ESA) shall oversee this pilot program and collaborate with CEMA to evaluate it.

Participation in this pilot program requires management approval before applying. The experience gained by this opportunity can be included on future job applications and resumes. Temporary Assignment Responsibility Differential (TARD)Work Out of Classification (WOOC) does not apply to those who participate in this pilot program.

The estimated duration and time commitment for an activity or project opportunity shall be discussed with all impacted departments and shall be agreed upon by the employee and the sending and receiving departments before the start of the project. Estimated duties or time commitment may be changed by agreement by the employee and the sending and receiving departments. Opportunities can be initiated by employees and/or departments. The department receiving the employee shall be responsible for training, supervising, developing a work plan, and providing feedback to the employee. Duties of the activity or project opportunity are generally within the selected employee’s current classification. It is recommended that the employee have an assigned work location in the receiving office. The selected employee may be allowed and encouraged to participate in regular functions of the receiving department such as staff meetings, within the 10% assignment as needed.

The selected employee and the work unit would work out details including the following.

<table>
<thead>
<tr>
<th>Receiving Site</th>
<th>Employee Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orient employee to the organization and project</td>
<td>Commit to specific time period</td>
</tr>
<tr>
<td>Include employee in office activities</td>
<td>No TARD</td>
</tr>
<tr>
<td>Develop a work plan and expectations</td>
<td>Not grievable</td>
</tr>
<tr>
<td>Provide supervision and feedback</td>
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</tbody>
</table>

New language is underlined.
Deleted language is struck through.
A team of CEMA and ESA representatives will jointly develop guidelines, an application, and evaluation before implementation of the pilot program by January 1, 2014.

Date: 9/23/13

For the County:  

For CEMA:  

Sabahetc Kraja  

Prudence Slaathaug
Side Letter on 24-hour Differential for Special Duties

24-hour differential for Certain Exempt Employee

b) Employees in the Supervisory-Administrative bargaining unit who are exempt from FLSA overtime are, and shall continue to be, expected to perform required duties without additional compensation regardless of the number of hours worked. There may be a limited number of unique, exempt positions that have been authorized in advance by the County Executive or his/her designee where an employee may be required to perform duties or to remain available to perform duties at any time over a continuous 24-hour period. No employee shall receive this differential for work in a position that has not been authorized in advance to receive this differential, or for performing duties or remaining available to perform duties for less than 24 continuous hours. No employee who is eligible for overtime pay, either under the FLSA or by the terms of the Memorandum of Agreement (MOA) between County of Santa Clara and County Employees Management Association, shall be eligible for this differential. Employees who are on an approved Voluntary Reduced Work Hour (VRWH) agreement shall not be eligible for this differential. CEMA may recommend positions for the County Executive to consider authorizing for this differential, but the decision on eligible positions will be made solely by the County Executive or his/her designee, in writing.

The purpose of this Side Letter is to establish a differential for employees in authorized positions who are required in writing by an Executive Manager, to be available for a continuous 24 hours of duty. The 24 hours may or may not include some of the employee's regular core hours. It is the sole discretion of the County to determine the need for or to assign an individual employee to these 24-hour assignments.

Assignments eligible for compensation shall be for one or more days, and an employee who is assigned pursuant to this Side Letter shall receive three hundred twenty dollars ($320) when assigned for a full pay period. Such assignments shall be solely at the discretion of the County Executive or his/her designee. Employees assigned for less than a full pay period shall receive thirty-two dollars ($32) for each assigned day, up to a maximum of three hundred twenty dollars ($320) per pay period. Assignments to authorized positions may be made to one employee, or rotated among two or more employees, at the Executive Manager's sole discretion. Assignments are based on specific individual responsibilities and business need, and therefore duties may be added, at management's discretion. Duties required while assigned to a 24-hour special assignment covered by this Side Letter shall be limited to duties within the scope of the job specification of the employee assigned.

i) Employees exempt from FLSA overtime eligibility may continue to be required to work beyond 40 hours in a workweek with no additional compensation, except as specifically provided in this Side Letter. The County will continue to expect and may require exempt employees, whether directed in writing or not, to perform tasks outside of the employee's regular core hours, without additional compensation.

j) When assigned to 24-hour Special Duties, the employee must remain reachable by phone and email, and cannot engage in any conduct that could impair the employee's ability to perform

New language is underlined.
Deleted language is struck through.
his/her job duties, including physically returning to a work site, decision making or completing required job tasks.

k) Employees in positions assigned to work Special Duties as described in this Side Letter, may request not to be assigned for any reason. The Executive Manager shall consider the request for either temporary or permanent exemption from assignment to 24-hour duties covered by this Side Letter, but the decision to grant the request shall be within the County's sole discretion and shall not be subject to the grievance procedure.

l) An employee exempt from FLSA overtime eligibility who has been assigned 24-hour duty on a continuous basis for six months or more may request not to be assigned 24-hour duty for a four month period. Approved paid or unpaid absences of one pay period or less shall not be considered a break in a continuous assignment of 24-hour duty. The employee's request must be in writing and must be provided to the employee's Executive Manager at least thirty (30) calendar days before the time requested for relief from 24-hour duty. The Executive Manager shall grant the request when possible. If the employee's request is not granted, the rate of compensation for 24-hour duty for that employee shall be increased beginning with the date that the requested relief would have begun, to forty-eight dollars ($48) for each assigned day, up to a maximum of four hundred and eighty dollars ($480) per pay period; and this increased rate will continue for each 24-hour duty period the employee is assigned to work, until the employee has not been assigned 24-hour duty for at least four consecutive pay periods.

m) Only the provisions of this Side Letter related to determinations of "continuous basis of an assignment," "relief from 24-hour duty," or "correct payment of differential pay" may be grieved; and such grievances shall be in accordance with the provisions of Section 16.2 Grievance Presentation a) Informal Resolution, and b) Formal Grievance 1) Step One, and shall not be subject to arbitration or the arbitration process in the MOA, or to any other appeals. No other provisions of this Side Letter may be grieved.

n) This Side Letter shall become effective at the beginning of the first pay period that is 90 days following ratification by the Board of Supervisors, and shall expire on June 23, 2019.

APPENDIX A – Classifications Eligible for License Reimbursement

Administrative Nurse II
Administrative Director, Laboratory
Assistant Administrative Director, Laboratory
Assistant Chief Respiratory Care Practitioner
Assistant Director of Pharmacy Services

New language is underlined.
Deleted language is struck through.
Chief Cardiovascular Technologist
Chief Nuclear Medicine Technologist
Chief Radiation Therapist
Chief Respiratory Therapist/Practitioner
Clinical Biochemist
Clinical Microbiologist
Clinical Nutrition Services Manager
Clinical Toxicologist
Deputy Sealer of Weights and Measures
Diagnostic Imaging Assistant Director
Director of Diagnostic Imaging Services
Director of Medical Social Services
Director of Pharmacy Services SCVHHS
Director of Therapy Services
Emergency Medical Services Field Coordinator
Health Care Program Manager II (where license required)
Nurse Manager Artificial Kidney Unit
Nurse Manager Burn Center
Nurse Manager Children’s Shelter & Custody Health Services
Nurse Manager Critical Care
Nurse Manager Emergency Department
Nurse Manager Labor & Delivery, PEP Laboratory
Nurse Manager Medical Surgical Nursing
Nurse Manager Mental Health Nursing
Nurse Manager Mother-Infant Care Center
Nurse Manager Neonatal ICU
Nurse Manager Operating Room Services
Nurse Manager Pediatrics ICU
Nurse Manager Post Anesthesia Care Unit
Nurse Manager Rehabilitation
Park Maintenance Supervisor
Patient Services Case Coordinator
Public Health Nurse Manager I
Public Health Nurse Manager II
Quality Improvement Manager – Acute Psychiatric Services
Quality Improvement Manager – Alcohol & Drug Services
Quality Improvement Manager – Ambulatory CHS
Quality Improvement Manager – Inpatient Nursing
Quality Improvement Manager – Mental Health Outpatient Programs
Radiation Therapist
Senior Health Care Program Analyst
Supervising Diagnostic Imaging Technologist
Supervising Environmental Health Specialist
Supervising Pharmacist
Supervising Respiratory Care Practitioner
Supervising Transportation Engineer
Therapy Services Program Manager (Only those with required State of California license)
Trauma Program Coordinator
Utilization Review Coordinator
Supervisor, Surveying and Mapping Program
Vector Control Operations Supervisor
APPENDIX B – Salary Schedule
<table>
<thead>
<tr>
<th>JobTitle</th>
<th>Jobcode</th>
<th>Step1</th>
<th>Step2/Min</th>
<th>Step3/Mid</th>
<th>Step4/Max</th>
<th>Step5</th>
<th>Step6</th>
<th>Min Bi-Weekly</th>
<th>Max Bi-Weekly</th>
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ADMINISTRATIVE LEAVE LETTER

County of Santa Clara
Employee Services Agency
County Government Center, East Wing
70 West Hedding Street, 4th Floor
San Jose, California 95110-1705
(408) 299-5900 FAX 903-0579

September 25, 2006

TO: Agency/Department Heads
    Executive Managers

FROM: Luke Leung
      Deputy County Executive

SUBJECT: ADMINISTRATIVE LEAVE

Most CEMA represented employees are designated by the County as “exempt” employees under the Fair Labor Standards Act (FLSA). There are currently nine classifications that are designated as “non-exempt” by the County. Please see the attached list which will be updated periodically. Other than these nine classifications, CEMA employees are salaried employees who are expected to work the number of hours necessary to fulfill the duties of the position without overtime pay. Depending on the circumstances, CEMA employees may work more or less than forty (40) hours in any particular week.

Recognizing the above, FLSA-exempt CEMA employees may be granted time off without charge to any leave bank under “administrative leave” if the manager determines that service delivery and performance of job functions will not be impaired because of the absence from work. Such time off should not be calculated on an hour-for-hour basis in relation to excess hours worked.

Administrative time off must be:
- Scheduled in advance when possible
- Approved as administrative leave by the manager, and
- Normally taken in increments of less than one day.

An employee need not state a reason for requesting the time off. Either it is or it is not appropriate to grant the time off under the circumstances outlined above. An employee can make the request and use the administrative time off for any purpose without the necessity to state a reason.

For a full day’s absence under “administrative leave” an executive manager’s approval is required. Approved requests should be maintained for periodic audit by the Internal Audit Division. While discretionary for less than a full day’s absence, full day increments of administrative leave must be reported in the payroll system.

Should there be any questions related to this policy please contact the Office of Labor Relations at 408-299-5820.

Attachment

c: Tom Starkey, CEMA Business Representative
   Randy Johnsen, CEMA Business Representative

Board of Supervisors: Donald F. Gage, Plinio Alvarado, Pete McHugh, James T. Beall, Jr., Liz Kniss
County Executive: Peter Kriha, Jr.

New language is underlined.
Deleted language is struck through.
List of job classifications represented by County Employees Management Association (CEMA) that are designated by the County of Santa Clara as "Non-Exempt" under the Fair Labor Standards Act (FLSA)

Associate Management Analyst A
Associate Management Analyst B
Citizenship Coordinator
Health Care Program Analyst I
Health Care Program Analyst Associate
Human Relations Coordinator I
Management Aide
Supervising Probation Counselor
Park Ranger Supervisor.

Prepared by ESA-Labor Relations 9-25-06
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Salary Ordinance Amendment related to the Tentative Agreement with CEMA

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.107 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for classifications represented by the County Employees Management Association, Operating Engineers Local No. 3, American Federation of Labor - Congress of Industrial Organizations providing for two three-percent general wage increases and various salary realignments.

- Introduce, waive reading, and preliminarily adopt on April 7, 2020.
- Adopt (Final) on April 21, 2020.

Please see Legislative File #100967.

LINKS:
- Linked To: 100967 : Approve Tentative Agreement with the County Employees Management Association, Operating Engineers Local No. 3, American Federation of Labor - Congress of Industrial Organizations for a Successor Labor Agreement for period April 6, 2020 through June 23, 2024, including equivalent applicable terms for unrepresented confidential administrative employees and related coded and uncoded classifications.

ATTACHMENTS:
- Attachment A - CEMA Realignments (PDF)
- NS-5.20.107 - ESA - CEMA Wage Increases (PDF)
## 2020 CEMA Realignments

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ORDINANCE NO. NS-5.20.107

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE
NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES
The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

Notwithstanding the provisions of NS-5.20, the salaries for all classifications represented by County Employees Management Association (CEMA), including unrepresented extra help employees working in classifications represented by CEMA, shall be increased by 3%. This increase shall not apply to employees working in CEMA Nursing classifications or employees in unrepresented Confidential Administrative classifications.

SECTION 2:

Notwithstanding the provisions of NS-5.20, the salaries for the classifications listed in Attachment A shall receive an additional realignment as noted.

SECTION 3:

Notwithstanding the provisions of NS-5.20, the salaries for all classifications represented by County Employees Management Association (CEMA), including unrepresented extra help employees and all employees in unrepresented Confidential Administrative classifications, with the exception of classifications which are tied to other County bargaining units, shall be increased by 3%.

SECTION 4:

This Ordinance shall take effect April 21, 2020. Section 1 and 2 of this Ordinance shall be implemented on May 4, 2020. Section 3 of this Ordinance shall be implemented on June 15, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on __________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

____________________________________
Megan Doyle
Clerk of the Board of Supervisors

JPF-4/7/2020

Form Approved by County Counsel 10/07
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Approve Tentative Agreement with the Probation Peace Officers' Union, Local 1587, AFSCME

RECOMMENDED ACTION
Approve Tentative Agreement with the Santa Clara County Probation Peace Officers' Union, Local 1587, American Federation of State, County, and Municipal Employees for a Successor Labor Agreement for period May 4, 2020 through October 27, 2024.

FISCAL IMPLICATIONS
The Tentative Agreement provides for a three percent (3%) general wage increase for 1587-represented employees upon implementation of the successor labor contract. The Tentative Agreement also provides for a three percent (3%) general wage increase in each succeeding contract year for the remaining four years of the successor labor contract. The cost to implement the general wage increase for employees in classifications represented by 1587 in Fiscal Year 2020 is approximately $722,236, and the annualized cost is approximately $2,929,069.

The Tentative Agreement also provides for a reduction in the employee’s contribution to the Employer’s CalPERS share. 1587-represented employees in the PEPRA CalPERS retirement tier will receive a three percent (3%) reduction in their contribution of PERSable wages to the Employer’s CalPERS share upon implementation of the successor labor contract; these same employees will receive an additional reduction of two percent (2%) in Fiscal Year 2021. The cost to implement this reduction for Fiscal Year 2020 is approximately $128,698, and the annualized cost is approximately $521,940.

The Tentative Agreement also provides for a salary realignment of eighty-three one-hundredths of a percent (0.83%) for 1587-represented classifications. The cost to implement the salary realignment for Fiscal Year 2020 is approximately $199,819, and the annualized cost is approximately $810,376.
The Tentative Agreement also provides for a one-time, non-PERSable, lump-sum contract signing bonus. The cost to implement the one-time, non-PERSable, lump-sum contract signing bonus for Fiscal Year 2020 is approximately $869,754, and there are no associated annualized costs.

The total cost to implement the Tentative Agreement for 1587 for Fiscal Year 2020 is approximately $1,920,507, and the annualized cost is approximately $4,261,384.

**CONTRACT HISTORY**

Not applicable.

**REASONS FOR RECOMMENDATION**

The terms and conditions of the preceding labor contract between the County and 1587, effective from November 10, 2014 through October 20, 2019, have expired. The recommended action is needed to implement the Tentative Agreement for a successor labor contract effective from May 4, 2020 through October 27, 2024.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

Representatives from the County began negotiating with representatives from 1587, pursuant to direction provided by the Board of Supervisors in Closed Session, on October 2, 2019. On March 26, 2020, negotiations between the County and 1587 resulted in a Tentative Agreement for a five-year labor agreement from May 4, 2020 through October 27, 2024. 1587 submitted the Tentative Agreement to their membership for ratification. The County anticipates that 1587 representatives will inform the County that the Tentative Agreement has been ratified by the membership by March 30, 2020. The following are highlights of the Tentative Agreement:
* Term of Agreement - May 4, 2020 through October 27, 2024;
* 3% general wage increase in each contract year;
* 0.83% salary realignment for 1587-represented classifications;
* One-time, non-PERSable, lump-sum contract signing bonus;
* Reduce PEPRA employee contribution to Employer’s CalPERS share for a total of 5%;
* Employees will contribute $15.00 per pay period to OPEB;
* Discuss the feasibility of adding a Retiree Health Reimbursement Account;
* Increase bilingual differential to $180 per month;
* Include a Subject Matter Expert training differential of 2.34%;
* Eliminate the “first day sick” provision.

**CONSEQUENCES OF NEGATIVE ACTION**

The County will be unable to implement the Tentative Agreement reached with 1587.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board of Supervisors is requested to send MinuteTraq notification of completed processing to Jennifer, Paredes-Fricano, Employee Services Agency, Human Resources Department.

**LINKS:**

- Linked From: 100996 : Adoption of Salary Ordinance No. NS-5.20.108 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for classifications represented by the Santa Clara County Probation Peace Officers' Union, Local 1587, American Federation of State, County, and Municipal Employees, providing for a three-percent general wage increase and a 0.83 percent realignment.

**ATTACHMENTS:**

- Probation Peace Officers' Union Local 1587 Salary Table (PDF)
- Probation Peace Officers' Union Local 1587 Summary of Changes (PDF)
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Summary of Changes
to the
Memorandum of Understanding
between the
County of Santa Clara
and
Santa Clara County Probation Peace Officers' Union, Local 1587, AFSCME
November 10, 2014, through October 20, 2019
As modified herein and extended through October 27, 2024

All provisions of the County of Santa Clara and Santa Clara County Probation Peace Officers' Union, Local 1587, AFSCME, effective November 10, 2014 – October 20, 2019, shall be in effect, to include those provisions noted in this summary of changes, upon ratification of the extension agreement by the Board of Supervisors. Please use the 2014–2019 contract, along with this summary of changes, until the new May 4, 2020 – October 27, 2024 MOU is available.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by the County of Santa Clara (hereinafter referred to as the County) and the Santa Clara County Probation Peace Officers Union, Local 1587, AFSCME, AFL-CIO (hereinafter referred to as the Union.) This Memorandum of Agreement incorporates by this reference all appendices attached.
ARTICLE 1 - RECOGNITION

County recognizes the Union as the exclusive bargaining representative for all employees in coded and uncoded classifications within the Probation Employees Unit as listed below:

  Group Counselor I
  Group Counselor II
  Senior Group Counselor
  Supervising Group Counselor
  Deputy Probation Officer I
  Deputy Probation Officer II
  Deputy Probation Officer III
  Supervising Probation Officer

For the purpose of this Agreement, an employee shall be defined as a person employed in a coded or uncoded classification in a bargaining unit covered by this Agreement.

Employees in an uncoded classification shall be subject only to the following articles/sections of the MOA:

Article 1 - Recognition
Article 2 - No Discrimination
Article 3.2 - Notification of Union Coverage
Section 3.3 - Dues Deduction
Section 7.6 - Pay Checks
Section 7.7 - Automatic Check Deposit
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Section 9.1 - Uniforms and Clothing
Section 13.4 - Deferred Compensation Plan
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Article 17.1-17.5 - Grievance Procedure exclusively
Article 18 - Conflict of Interest
Article 23 - Savings Clause

~ 2 ~
The department will issue any required uniform items or required safety equipment to employees in an uncoded classification to wear/carry while on duty.

The department will pay a differential of two dollars and fifty cents ($2.50) per hour to employees in an uncoded classification who are assigned by management to the same work schedules described in Section 8.6 a) - Night Shift Differential.
Section 3.3 - Dues Deductions

a) Maintenance
Employees covered by this Agreement who have authorized Union dues deductions as of January 8, 2014, shall continue to have such deductions made by the County during the term of this Agreement, except that such employees may terminate such dues deductions during the last ten (10) working days in the month of September 2014 pursuant to paragraph (c) of this Section.

b) Deduction
As allowed by law, the County shall deduct from the employees paycheck and transmit to the Union, dues and amounts for any other service, program, or committee provided or sponsored by the Union.

Condition of Employment
Each person employed during the term of this Agreement shall at the time of employment and as a condition of employment execute an authorization for the payroll deduction of Union dues or of a service fee equivalent to Union dues on a form provided by the Union and shall continue said authorization in effect except that such employee may terminate such dues deductions pursuant to paragraph (c) of this Section.

c) Revocation
An employee who desires to terminate his/her authorization for Union dues or service fees shall notify the Union, County Controller by mail of his/her revocation (1) within the last ten (10) working days in the month of November or (2) within the first ten (10) working days following the date of first employment whichever applies.

The Union County shall promptly forward a copy of the letter of revocation to the County Union.
An employee who revokes his/her deductions during the month of November shall have the deduction removed on the first pay period in January.

An employee who revokes his/her deduction within ten (10) working days following the date of first employment shall have the deduction removed following receipt of the notification by the County.

Section 3.4 – Union Notices and Activities

Bulletin Boards

a) Names and Addresses of Covered Employees

The County shall supply the Union with a biweekly listing run of names and addresses and classifications of work of for all employees, including new hires, within the representation unit. Addresses shall not be supplied of those employees who request the County in writing to not provide such information. A copy of such request shall be forwarded to the Union. Such notice shall be supplied to the Union at cost.
ARTICLE 4 – OFFICIAL REPRESENTATIVES AND STEWARDS

Section 4.1 – Official Representatives

b) Release Time

The County agrees to provide release time, provided a notification is given insofar as possible, upon request for the following purposes:

1. Attendance at meetings with Management either at the departmental or County-wide level.

2. Attendance at meetings of the Board of Supervisors on matters within the scope of representation.

3. Attendance or testimony at meetings of the County Personnel Board on matters within the scope of representation.

Section 4.2 – Stewards

a) Notification of Official Representatives

Section 4.3 – Grievance Related Release Time

b) Employee Release – Grievance Related

If an employee has a grievance and wishes to discuss it on County time with a Union representative, the employee shall request release time from the immediate supervisor, insofar as possible. The employee be allowed the opportunity within a reasonable amount of time to verify if a Union representative is present and available. If a Union representative is available, the employee shall request release time from the immediate supervisor prior to leaving the work area. Employees will not discuss grievances with Stewards or Union Representatives on County time without release by the supervisor. The employee will provide the Union representative’s name and work location of the representative, time left, date of release and time returned to the appropriate supervisor. Any such request shall not be unreasonably denied or
withheld. Any other authorized release time, such as meetings on a regular basis with the appointing authority or his/her designated representatives, shall be under separate agreement with the appropriate department or departments.

ARTICLE 6- PERSONNEL ACTIONS

Section 6.2 - Personnel Files
The County shall maintain a personnel file for each employee. The department may also maintain a personnel file for each employee. Employees shall have the right to review each of their personnel files or authorize review by their representative. No adverse material will be inserted into any employee personnel file without prior notice to the employee. Employees may cause to be placed in their personnel files responses to adverse material inserted therein and a reasonable amount of correspondence originating from other sources directly related to their job performance.

Materials relating to disciplinary actions recommended but not taken, or disciplinary actions overturned on appeal, shall not be retained in an employee's personnel file (physical or electronic).

Materials relating to suspensions which become final will be removed after three (3) years. If no other suspensions have occurred during the three (3) year period except those involving charges as listed in Merit System Rules A25-301(a)(4) Brutality in the performance of duties, and (b)(2) Guilty of immoral conduct or a criminal act. The Union and the County, either as part of the settlement of an appealed discipline case, or otherwise by mutual agreement, may agree to have disciplinary information retained in a personnel file for a period shorter than three (3) years.

Section 6.3 - Recommended Disciplinary Action - Permanent Classified
The County may take disciplinary action for cause against any permanent classified employee by suspension, demotion or discharge by notifying the employee in writing. The notice of recommended disciplinary action and any attachments to the recommended-disciplinary-action
letter, including any IA Report (redacted, if appropriate) must be served on the employee in person or by certified mail, by or electronic mail. The notice shall not be included in the employee's personnel file. A copy of said notice and any attachments to the recommended disciplinary-action letter, including any IA Report (redacted, if appropriate) shall be sent to the Union, and shall include:

Section 6.5 – Evaluations/Performance Feedback
The Union and the County agree to meet within 180 days of May 4, 2020, to discuss the performance evaluation process.

ARTICLE 7 – PAY

Section 7.1 – Salaries
The parties agree that the rates of pay established by this Agreement fully comply with the provisions of Section 709 of the County Charter. The Union agrees to cooperate with the County should the salaries established by the Agreement be challenged as not in conformity with Section 709.

a) Traffic Hearing Officer Differential
Incumbents of Supervising Probation Officer positions who are assigned and perform the duties of Traffic Hearing Officer shall receive a differential of approximately eleven percent (11%) above the employees’ salary range.

a) Subject Matter Expert (SME) Differential

Eligible employees who are designated as a SME shall receive a differential of 2.34% above their base salary upon meeting the following requirements, completion of a cumulative total of at least 500 hours of State mandated/Department approved training and no less than 20 years of service as a Peace Officer with the County of Santa Clara. The employee must have a signed SME agreement on file.

b) General Wage Increase for Structural Changes:
Effective May 4, 2020, by the union of this agreement, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period October 26, 2015 to October 23, 2020, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period October 24, 2016 to November 1, 2021, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period October 23, 2017 to October 31, 2022, employees covered under this agreement shall receive a pay increase of approximately three percent (3.0%).

Effective pay period October 22, 2018 to October 30, 2023, employees covered under this agreement shall receive a pay increase of approximately one and three percent (3.0%).

c) Self Funded Raise

6.766% Effective February 3, 2014, the Classic and PEPRA members received a total wage increase of 8.766% (2% general wage increase and 6.766% self-funded wage increase).

d) PERS Contribution Amounts

For Classic PERS Member (Classic Member) Employees

The classic member shall pay the entire 9% PERS member share contribution (7% is a new contribution plus the existing 2% contribution). Total employee-paid contribution for PERS is 9%. In return for the new contribution of 7% and the elimination of Employer Paid Member Contribution (EPMC), the County will provide an equivalent self-funded wage increase, which is 6.766%, effective February 3, 2014. This shall not apply to extra help employees.
Effective February 3, 2014, the classic member will receive a total wage increase 8.766% (2% general wage increase and 6.766% self-funded wage increase).

New PERS Member (PEPRA Member) Employees

Effective May 4, 2020 the PEPRA Member shall receive a 3% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 7.0% to 4.0%. This 4.0% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate”, is 11.250%. This percentage amount may fluctuate as set forth immediately above.

Effective pay period 20/23 (October 19, 2020) PEPRA Safety employees shall receive a 2% reduction to the portion of their PERS contribution rate that represents earlier self-funded wage increases, from 4.0% to 2.0%. This 2.0% is a fixed amount which will not fluctuate. The remainder of the PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013. Currently this rate, the “half the normal rate”, is 11.250%. This percentage amount may fluctuate as set forth immediately above.

During the remainder of the term of the MOA, PEPRA Safety employees shall continue to contribute 2.0% to this portion of the PERS contribution rate that represents earlier self-funded wage increases. The remainder of their PERS contribution rate for PEPRA Safety employees shall be determined by CalPERS actuaries each fiscal year pursuant to the Public Employees’ Pension Reform Act of 2013.

The PEPRA Member shall pay 7% towards the employer share, in addition to the required PEPRA contribution (at least 50% of normal costs). In return for the new contribution of 7% on the...
employer share, the County will provide an equivalent self-funded wage increase, which is 6.766%, effective February 3, 2014. This shall not apply to extra help employees.

Effective February 3, 2014, the PEPRA member will receive a total wage increase 8.766% (2% general wage increase and 6.766% self-funded wage increase).

e) Realignments

1) Probation Officer Series:

Effective pay period 15/15 July 6, 2015 May 4, 2020, employees covered under this agreement individuals employed in the Probation Officer series shall receive a wage realignment of approximately two percent (2.0%) zero point eighty three percent (0.83%).

Effective pay period 16/15 July 4, 2016 individuals employed in the Probation Officer series shall receive a wage realignment of approximately two percent (2.0%).

Effective pay period 17/15 July 3, 2017 individuals employed in the Probation Officer series shall receive a wage realignment of approximately one percent (1.0%).

2) Group Counselor Series Realignment Review:

Commencing no later than July 1, 2016 the County will conduct a wage realignment review limited to the Group Counselor series.

The County and Local 1587 agree that the wage realignment review process outcome shall be governed by the procedures set forth in the side letter and shall not set precedent for future wage realignment negotiations. Downward realignments are prohibited under this agreement. Neither the provisions of this side letter or results of the realignment process are subject to the grievance procedure.
The wage realignment, if any, will be effective on pay period 16/23 October 24, 2016.

Effective October 24, 2016 the shift differentials shall be increased to $2.65 per hour for the swing shift and to $3.30 per hour for the night shift. This increase will be implemented concurrent with completion of the Group Counselor series realignment review and Board action on ESA recommendation. The cost of the increased differentials shall be considered by the County in determining the final amount of the realignment, if any. In no case, will these or any other differentials be used by the County as criteria in the realignment review in Section 7.1 d) 2.

f) Lump Sum Bonus:
Effective May 4, 2020, current employees at time of signing of the successor contract who are in Local 1587-represented classifications shall receive a one-time, non-PERSable, lump-sum contract signing bonus prorated for code status.

Local 1587-represented employees will be categorized into three tiers based on their base salary falling between the minimum and maximum amount of the tier. Local 1587-represented employees will receive the one-time, non-PERSable, lump sum bonus based on the tier that corresponds to their hourly rate. The three tiers will be as follows:

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The one-time, non-PERSable, lump sum bonus will be subject to the customary withholdings and deductions and will be paid in compliance with the Public Employees Pension Reform Act of 2013.

Section 7.6 - Paychecks
The County agrees to provide paychecks for night employees by 12:01 a.m. on payday. Cash advance by the Controller Department to cover shortage errors in employee's paycheck, shall be provided to employees within two (2) working days after notification of discrepancy. This provision is to cover only those
discrepancies above one hundred dollars ($100.00). The Finance Agency will issue an Emergency Warrant to cover shortage errors greater than one hundred dollars ($100.00) net, when verified and presented by the Probation Department’s Payroll within three business days of original paycheck issuance. The Emergency Warrant will be issued within three business days. If an error is presented after three business days of the original paycheck issuance, a payroll adjustment will be processed and the employee will receive payment on the following regular check.

When a net one hundred dollars ($100.00) or more overpayment(s) error occurs, the employee will repay the overpayment in the same amount and within the same number of pay periods in which the error occurred. In cases that necessitate pay back of overpayments totaling more than $200.00, the pay back schedule shall be subject to the meet and confer process.

ARTICLE 8 - HOURS OF WORK, OVERTIME, PREMIUM PAY

Section 8.5 - Call-Back Pay
If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours call-back time shall be credited the employee. Call-back pay is subject to all provisions of Article 8, Section 8.2, Overtime Work.

This section shall not apply to employees who have agreed to work less than four (4) hours.

Section 8.6 - Night Shift Differential
a) "Night Shift" means an assigned schedule of work hours of which not less than one-half (1/2) the total number of hours, plus one (1) hour, are worked after 5:00 p.m. and before 8:00 a.m. A premium for night shift of two dollars and fifty cents ($2.50) an hour shall be paid to all County employees who are assigned a night shift, irrespective of classification, pay level, overtime status, holiday work, or other wage variations. Effective May 4, 2020, the shift differential shall be increased to $3.50 per hour. The shift differential shall be
payable to employees for each hour worked after 2:00 pm if at least four (4) hours of regularly assigned schedule of contiguous work hours are worked from 2:00 pm through 7:00 am. The shift differential shall be paid irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

b) Training While Regularly Scheduled on Night Shift Officers—An employee who is regularly scheduled to work between the hours of 2:00 pm and 7:00 am the night shift and receives a shift differential shall not lose his/her night shift differential when temporarily assigned to the day shift in order to attend departmental required training perform as an instructor or attend a department mandated training, for courses such as defensive tactic training, CPR training and Victim Awareness.

c) Effective October 24, 2016 the shift differentials shall be increased to $2.65 per hour for the swing shift and to $3.30 per hour for the night shift. The swing shift differential shall be payable to employees for each hour worked after 3:00pm if at least four (4) hours of an regularly assigned schedule of contiguous work hours are worked from 3:00pm through 11:00pm. The night shift differential shall be payable to employees for each hour worked after 11:00pm if at least four (4) hours of an regularly assigned schedule of contiguous work hours are worked from 11:00pm through 7:00am. The shift differentials shall be paid irrespective of classification, pay level, overtime status, holiday work, or other wage variations.

Section 8.9 – Flexible Work Hours
The flexible work-hours program shall continue during the term of this Agreement pursuant to the guidelines as follows:

A “Flexible working schedule” is one which provides a “Flexible” period at the beginning and end of each working day that permits each employee with supervisory approval to have daily schedules on an individual basis
providing the total contracted hours for the prescribed accounting period are met.

a) The objective of flextime is to provide the opportunity to redistribute work hours and allow more individual control over the hours worked. It does not change the number of hours to be worked each week.

b) Flextime was established to give employees the maximum latitude in establishing their schedule. This system eliminates all unnecessary constraints and leaves only those that are necessary due to law, organization, client service, union policy or the need to provide minimum coverage to meet the needs of the Department. Regularly scheduled hours, including flex hours, shall not be altered to avoid the payment of overtime unless it is authorized by another provision within this memorandum of agreement.

The Department is authorized to change the schedule and alter regularly scheduled hours for the employees in the Group Counselor series in order to accommodate five 8-hour training courses, per training year, without the Department incurring any overtime payment obligation, unless the employee works overtime hours as defined in Section 8.2(b). These trainings shall be comprised of four (4) 8-hour Department mandated training courses and the option to attend one (1) 8-hour elective training course.

4 Post O.S.T positions must be covered by employees in the appropriate classifications.

Section 8.10 – Bilingual Pay
The County shall approve payments of one hundred and eighty ($180.00) sixty dollars ($160.00) per month to a bilingual employee whose abilities have been determined by the Director of Personnel as qualifying to fill positions requiring bilingual speaking and/or writing ability. Bilingual skill payments will be made when:
ARTICLE 9 – DEPARTMENT ISSUED ATTIRE

Section 9.2 – Officer Safety Equipment
The County shall provide all peace officers with a badge, handcuff, handcuff key, and a handcuff holder, flashlight, flashlight holder and safety gloves. Officers conducting field work/transportation After being assigned to a field supervision position (Probation Officers as well as Group Counselors assigned to EMP and TASC) peace officers shall receive a gender specific ballistic vest, a cellular phone and access to a radio. Group Counselors shall be provided a duty belt and keepers. shall be provided bulletproof vests and radios or cell phones. O.C. spray shall continue to be provided to employees in accordance with Departmental policy. Equipment shall continue to be provided to employees in accordance with Departmental policy. Safety equipment provided shall be worn/carried by employees in accordance with Departmental policy.

ARTICLE 11 – SCHEDULED TIME OFF

Section 11.2 – Sick Leave
a) First Day Usage
For each approved absence due to personal illness or any other reason (applies to all leaves for which sick leave was formerly used), an amount equal to one (1) full shift (eight hours, ten hours, twelve hours, etc.) shall be charged to the STO bank or if the STO bank is exhausted to leave without pay. Absences due to verified personal illness beyond the amount equal to one (1) full shift shall be charged to the sick leave bank. Such sick leave bank usage must be approved by management.

Effective Pay Period 1, December 23, 2013, to allow more flexibility in the use of an employee’s accrued leave banks while maintaining the eligibility for cash out, the following terms shall apply:

Prior Contract History:
Four days (32 hours) of sick leave were converted into the STO accrual leaving employees to accrue 8 days (64 hours) of sick leave instead of 12 days (96 hours). These additional four days of STO were
integrated into the STO yearly accrual rate (Section 11.1 b).

During each payroll calendar year employees may use up to a maximum of 32 hours of STO for absences due to personal illness or any other absences which are chargeable to sick leave in accordance with the following terms:

- For the purpose of first day usage, a day is defined as 8 hours.
- For employees who work less than full time, the first day STO and the requirement of 32 hours of STO usage would be prorated.
- The first 8 hours of such absences shall be charged to STO.
- Employees working longer shifts have the option of using STO or sick leave for the remainder of the shift.
- If the STO bank is exhausted, the first 8 hours shall be Leave Without Pay.
- Such absences beyond the first 8 hours shall be charged to sick leave unless the employee requests to use STO up to a maximum of 32 hours.
- After using 32 hours of STO for such absences within each payroll calendar year, subsequent absences shall be charged to sick leave including the first day.
- For the purpose of this section 11.2.b, absences chargeable to sick leave include but are not limited to family care usage and bereavement leave.
- For employees who are hired into the bargaining unit after the beginning of the payroll calendar year, the requirement to use 32 hours of STO shall not be prorated.

Notwithstanding the above, an employee who experiences a continuation of a verified personal illness or that of a member of the immediate family, within fourteen (14) calendar days of her/his original return to work, may charge the renewed
absence directly to accumulated sick leave balance subject to any restrictions in Section 11.2 d).

**Leave Without Pay**
The option of using leave without pay shall not be available to any County employee where Federal law prohibits leave without pay.

c) **Family Care Usage**
An employee is entitled to use one-half (1/2) of his/her annual accrued leave in order to care for a sick or injured member of the employee's immediate family requiring care. The initial period of time granted, up to one full day, must be charged to the STO bank unless the employee has used 32 hours of STO for absences outlined in Section 11.2 c), in which case the leave is charged to the sick leave, not STO. "Immediate family" shall mean the child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee’s spouse or registered domestic partner; and the employee’s son-in-law, daughter-in-law, brother, sister, or any other person living in the immediate household of the employee.

d) **Bereavement Leave**
Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the child, parent, grandmother, grandfather, spouse, or registered domestic partner of the employee; the mother, father, grandmother, grandfather of the employee’s spouse or registered domestic partner; and the employee’s son-in-law, daughter-in-law, brother, sister, or any other person living in the immediate household of the employee. Up to five (5) days with pay shall be granted. The first two (2) days shall not be charged to any leave balance. If necessary, the third, day, shall be charged to the STO bank unless the employee has used 32 hours for absences as outlined in 11.2 b); in which case the leave is charged to the sick leave bank, not STO. The fourth and fifth days shall be charged to the sick leave bank unless the employee request to use STO.
e) **Medical and Dental Appointments**

Until December 23, 2013, an employee shall be allowed on an annual basis to charge up to twenty-four (24) hours directly to the sick leave bank for the purpose of medical and dental appointments.

f) **STO Cash Out**

For the period between December 24, 2012 through December 22, 2013, employees who use no sick leave for a period of one year beginning pay period (pay period 1 through 26, or 27 as the case may be) during the term of this Agreement shall be allowed to cash out forty (40) hours of STO with an option to cash out an additional forty (40) hours of STO.

Eligible employees shall submit their request to ESA Human Resources during the month of January following the pay year for which STO is claimed, and (or January for the second year, or January for the third year) and payment shall be made during the month of February.

Effective December 23, 2013 December 17, 2018, employees who use no more than 16 hours of sick leave for a period of one year beginning pay period 194/01 December 17 23, 2018 through pay period, 194/26 December 15 2014 and each December to December period thereafter during the term of this agreement, shall be allowed to cash out forty (40) hours of STO. Those employees who use no sick leave during that period have an option to cash out an additional 40 hours of STO (for a total of 80 hours). Eligible employees shall submit their request to ESA Human Resources during the month of January and payment shall be made during the month of February.

Sick leave charged for any purpose (i.e., bereavement leave) is used to determine STO cash out eligibility.

**Section 11.3 – Sick Leave Conversion**

If an employee on vacation becomes ill, he/she may convert STO time to sick leave with pay. Sick leave usage under
this section will be governed by Section 11.2 c), (First Day Usage).

ARTICLE 12 - LEAVE PROVISIONS

Section 12.6 - Educational Leave and Tuition Reimbursement

C) Reimbursement
Total reimbursement for each employee participating in this program will not exceed seven hundred fifty ($750) one thousand dollars ($1,000) per fiscal year. Mileage and subsistence will not be authorized unless the training is required of the employee. Within the above limit, employees shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

ARTICLE 13 - BENEFIT PROGRAMS

b) Medical Benefits for Retirees

1. Employee Contribution Toward Retiree Medical Obligation Unfunded Liability
Effective October 13, 2014 May 4, 2020, all coded employees shall contribute on a biweekly basis an amount to ten dollars ($10.00) fifteen dollars ($15.00) of the lowest cost early retiree premium. Effective October 26, 2015, all coded employees shall contribute on a biweekly basis twelve dollars ($12.00) of the lowest cost early retiree premium. Such contributions are to be made on an after-tax basis and employees shall have no vested right to the contributions made by the employees. Such contributions shall be used by the County exclusively to offset a portion of the County’s annual required contribution amount to the California Employers Retirement Benefit Trust established for the express purpose of meeting the County’s other post-employment benefits
(OPEB) obligations and shall not be used for any other purpose.

i) Retiree Health Reimbursement Account
During the month of July 2022, the County and the Union agree to open discussions on a Retiree Health Reimbursement Account or equivalent shall occur except on mutual agreement.

ARTICLE 14 – RETIREMENT

The County will continue the Safety Retirement contract with the Public Employees Retirement System (PERS) for the term of this Agreement.

Public Employees Retirement System
Definition for “Classic PERS Member” (Classic Member) and “New PERS Member” (PEPRA Member) in PERS: As a result of the Public Employee Pension Reform Act (PEPRA), Classic PERS Member safety employee shall refer to an employee who is eligible for and is placed in the 3% at age 50 retirement tier. “New PERS Member” (PEPRA Member) safety employee shall refer to an employee who is eligible for and placed in the 2.7% at age 57 retirement plan.

a) Classic Member
Effective February 3, 2014, the Classic Member shall pay the entire 9% PERS Member share contribution (7% is a new contribution plus the existing 2% contribution). Total Classic Member paid contribution for PERS is 9%.

In return for the new contribution of 7% and the elimination of Employer Paid Member Contribution (EPMC), the County will provide an equivalent self-funded wage increase, which is 6.766%, effective February 3, 2014. This shall not apply to extra help employees.

b) PEPRA Member
Effective February 3, 2014, the PEPRA Member shall pay 7% towards the employer share of PERS, in addition to the PEPRA Member’s required PEPRA contribution (at least 50% of normal costs).
In return for the new contribution of 7% on the employer share, the County will provide an equivalent self-funded wage increase, which is 6.766%, effective February 3, 2014. This shall not apply to extra help employees.

The County payment of the employee's contribution to PERS shall be shown as the "effective wage" and shall be used for such purposes as recruitment, salary comparisons, prevailing wages etc.
ARTICLE 17 – GRIEVANCE PROCEDURE

b) Step 2.

If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes (1) the County Executive's designated representative to review and decide the merits of the case; or whether, (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. At this step a meeting shall be held if requested by either party. The County and the Union agree to mutually agree upon or jointly select a panel of nine (9) arbitrators from names provided by the State Conciliation Service. For the term of this agreement the panel shall consist of:

1. Barry Winograd
2. Catherine Harris
3. Richard Anthony
4. C.Allen Poole
5. John Kagel
6. Kathleen Thomson
7. Alexander Cohn
8. Morris Davis
9. Carol Vendrillo

Article 26- TERM OF AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and for the classifications listed in Article 1 upon the ratification by the Union, and shall remain in full effect to and including October 26, 2019 October 27, 2024 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to October 26, 2019 October 2024 or any subsequent October, of its desire to terminate this Agreement or amend any provision thereof.
## Probation Peace Officers' Union, Local 1587 Effective: May-2020

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Effective October 23, 2020 (20/23)

Attachment: Probation Peace Officers’ Union Local 1587 Summary of Changes (100981 : Approve Tentative Agreement with the Probation
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Effective November 1, 2021 (21/23)

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SUPV GROUP COUNSELOR - EH
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SUPV PROBATION OFFICER - EH
SUPV PROBATION OFFICER - U

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Effective October 31, 2022 (22/23)

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</table>
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Salary Ordinance Amendment related to the Tentative Agreement with 1587

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.108 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for classifications represented by the Santa Clara County Probation Peace Officers' Union, Local 1587, American Federation of State, County, and Municipal Employees, providing for a three-percent general wage increase and a 0.83 percent realignment.

• Introduce, waive reading, and preliminarily adopt on April 7, 2020.
• Adopt (Final) on April 21, 2020.

Please see Legislative File #100981.

LINKS:
• Linked To: 100981 : Approve Tentative Agreement with the Santa Clara County Probation Peace Officers' Union, Local 1587, American Federation of State, County, and Municipal Employees for a Successor Labor Agreement for period May 4, 2020 through October 27, 2024.

ATTACHMENTS:
• NS-5.20.108 - ESA - 1587 Wage Increases (PDF)
ORDINANCE NO. NS-5.20.108

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES
The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

Notwithstanding the provisions of NS-5.20, the salaries for all classifications represented by Santa Clara County Probation Peace Officers’ Union, AFSCME – Local 1587, including extra help and classifications in SEIU Local 521 where the salaries are tied by labor contract to Santa Clara County Probation Peace Officers’ Union, AFSCME – Local 1587, shall be increased by 3%.

SECTION 2:

Notwithstanding the provisions of NS-5.20, the salaries for the classifications represented by Santa Clara County Probation Peace Officers’ Union, AFSCME – Local 1587, including extra help and classifications in SEIU Local 521 where the salaries are tied by labor contract to Santa Clara County Probation Peace Officers’ Union, AFSCME – Local 1587, shall receive an additional 0.83% realignment.

SECTION 3:

This Ordinance shall take effect April 21, 2020. This Ordinance shall be implemented on May 4, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ____________________ by the following vote:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

_______________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

_______________________________
Megan Doyle
Clerk of the Board of Supervisors
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Mike Wasserman, Supervisor
SUBJECT: Meeting Attendance Report for District One

RECOMMENDED ACTION
Receive report from Supervisorial District One relating to meetings attended through April 7, 2020.

County of Santa Clara
Meeting Attendance Report

Government Code section 53232.3(d) requires that members of local agency legislative bodies report on meetings attended at the expense of the local agency.

1. Report for (Enter Name): Supervisor Mike Wasserman

2. Report for time period from March 25, 2020 to April 7, 2020

3. Check one of the following:

X During the timeframe indicated above, the named individual has not attended any meeting, as defined in Government Code section 54952.2(a), at the expense of the County, as described in Government Code section 53232.3.

1 A “meeting” is defined as “any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location…, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.” Gov. Code § 54952.2(a).
During the timeframe indicated above, the named individual has attended the below listed meeting(s), as defined in Government Code section 54952.2(a), at the expense of the County, as described in Government Code section 53232.3.

3A. List meetings below.

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting Name</th>
<th>Location</th>
<th>Meeting Purpose²</th>
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<tbody>
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² Examples of Meeting Purpose include, but are not limited to, Conference, Training, Business Meeting, Represent the County on Legislative Body.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Cindy Chavez, Supervisor

SUBJECT: Meeting Attendance Report for District Two

RECOMMENDED ACTION
Receive report from Supervisorial District Two relating to meetings attended through April 6, 2020.

County of Santa Clara
Meeting Attendance Report

Government Code section 53232.3(d) requires that members of local agency legislative bodies report on meetings at the expense of the local agency.

1. Report for (Enter Name): Supervisor Cindy Chavez

2. Report for time period from March 24, 2020 to April 6, 2020

3. Check one of the following:

X During the timeframe indicated above, the named individual has not attended any meeting, as defined in Government Code section 54952.2(a), at the expense of the County, as described in Government Code section 53232.3.

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² Examples of Meeting Purpose include, but are not limited to, Conference, Training, Business Meeting, Represent the County on Legislative Body.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Dave Cortese, Supervisor

SUBJECT: Meeting Attendance Report for District 3

RECOMMENDED ACTION

Receive report from Supervisorial District Three relating to meetings attended through April 7, 2020.

County of Santa Clara
Meeting Attendance Report

Government Code section 53232.3(d) requires that members of local agency legislative bodies report on meetings attended at the expense of the local agency.

1. Report for (Enter Name): Supervisor Dave Cortese

2. Report for time period from March 25, 2020 to April 7, 2020

3. Check one of the following:

X During the timeframe indicated above, the named individual has not attended any meeting, as defined in Government Code section 54952.2(a), at the expense of the County, as described in Government Code section 53232.3.

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² Examples of Meeting Purpose include, but are not limited to, Conference, Training, Business Meeting, Represent the County on Legislative Body.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Susan Ellenberg, Supervisor
SUBJECT: Meeting Attendance Report for District Four

RECOMMENDED ACTION
Receive report from Supervisorial District Four relating to meetings attended through April 3, 2020.

County of Santa Clara
Meeting Attendance Report

Government Code section 53232.3(d) requires that members of local agency legislative bodies report on meetings attended at the expense of the local agency.

1. Report for (Enter Name): Susan Ellenberg

2. Report for time period from 3/20/2020 to 4/3/2020

3. Check one of the following:

x During the timeframe indicated above, the named individual has not attended any meeting, as defined in Government Code section 54952.2(a), at the expense of the County, as described in Government Code section 53232.3.

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² Examples of Meeting Purpose include, but are not limited to, Conference, Training, Business Meeting, Represent the County on Legislative Body.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: S. Joseph Simitian, Supervisor

SUBJECT: Meeting Attendance Report for District Five

RECOMMENDED ACTION

Receive report from Supervisorial District Five relating to meetings attended through March 27, 2020.

County of Santa Clara
Meeting Attendance Report

Government Code section 53232.3(d) requires that members of local agency legislative bodies report on meetings attended at the expense of the local agency.

1. Report for (Enter Name): Supervisor S. Joseph Simitian


3. Check one of the following:

X During the timeframe indicated above, the named individual has not attended any meeting, as defined in Government Code section 54952.2(a), at the expense of the County, as described in Government Code section 53232.3.

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Examples of Meeting Purpose include, but are not limited to, Conference, Training, Business Meeting, Represent the County on Legislative Body.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Miguel Marquez, Chief Operating Officer
SUBJECT: Pay Equity Strategic Plan Update

RECOMMENDED ACTION
Held from January 28, 2020 (Item No. 25): Receive report relating to progress on the development and implementation of a Pay Equity Strategic Plan for the County of Santa Clara.

FISCAL IMPLICATIONS
There are no fiscal implications associated with receipt of this report; however, implementation of the proposed workplan will have unknown costs and will require a commitment of staff and other resources. The one-time cost to engage a consultant to conduct a pay equity study and develop a strategic plan for pay equity is approximately $150,000 to $200,000 and would require the use of discretionary resources. This would necessitate an ongoing corresponding reduction in General Fund expenditures.

REASONS FOR RECOMMENDATION
At its October 8, 2019 (Item No. 29) meeting, the Board received a report in response to an August 13, 2019 (Item No. 13) referral, brought forward by Supervisors Chavez and Cortese, directing Administration to prepare a proposal for the development and implementation of a County of Santa Clara Pay Equity Strategic Plan. The Board further directed Administration to include information relating to any special services needed from an outside consultant, including additional research relating to pay disparity in jobs that are traditionally staffed by a particular gender as part of a Countywide pay equity study. Below is a report on that effort, along with an attached chart that outlines the progress Administration has made on the specific activities outlined in the workplan presented to the Board in October 2019. The update includes some adjustments to the timeline based on first quarter learnings, as well as some implementation delays due to the redeployment of staff to address operational impacts related to work stoppages in the Fall of 2019.

Continued Coordination of Pay Equity Body of Work
As reported to the Board in October 2019, Administration has designated the Chief Operating Officer (COO) to coordinate work that is focused on pay equity across the County. Since the last report, staff convened individual meetings with leaders in departments working on pay equity, including the Employee Services Agency (ESA), County Counsel, and the Office of Women’s Policy (OWP). Following that initial information gathering, the COO has established regular pay equity coordination meetings with senior staff and executive leaders from County Counsel, the Equal Opportunity Department (EOD), ESA, and OWP. This group has been focused on: (1) conducting a thorough review of pay equity studies in the public sector to learn about approaches, outcomes and recommendations; (2) considering the data elements and legal safeguards needed for a pay equity dashboard that share but protect data and the confidentiality of records; and (3) developing desired qualifications and a scope of work for a consultant to include a comprehensive strategic plan for analyzing and addressing workforce equity.

1. **Pay Equity in the Public Sector**

In May of 2016, the California State Auditor issued a report on County pay practices as requested by the Joint Legislative Audit Committee, presenting data and findings from four counties in particular: Fresno, Los Angeles, Orange, and Santa Clara. This report gathered wage data and personnel hiring practice information for fiscal years 2010-11 through 2014-15 and can be used not only as a template for the current pay equity study but also as a baseline for comparison. At that time, the pay gap in Santa Clara County was less than that of the comparison counties, with females earning between 87 and 88 percent on average of male employees. Santa Clara County was also the exception in being the only county with more women than men in the top three salary ranges – most notably due to highly compensated individuals employed in health care positions (nurses and physicians). However, while women represented 60 percent of the workforce at that time, men still earned the higher average of total compensation in 52 percent of the job classification groups.

Beyond the California state audit report, 14 other jurisdictions at the city, county and state level have published pay equity studies that were reviewed to examine public sector approaches to analyzing and achieving parity. The majority shared a robust investigation on both gender and racial/ethnic compensation data, with some focusing on gender only, and many found little gap within similar job classifications groups but rather between different job classification groups. For example, the State of New Mexico found that of 484 classification groups, 41 percent reflected gender wage parity; Leon County, Florida found relatively equal gender balance for employees in “like positions”; Multnomah County, Oregon found nearly equal pay for different racial groups in most jobs, when adjusted for tenure; and the State of Connecticut found the most parity in the category of officials and.

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1 [California State Audit. “County Pay Practices.” (May 2016)]
2 [State of New Mexico. “Fair and Equal Pay in the Classified Service: Report to Governor Michelle Lujan Grisham.” (Sep 2019)]
3 [Board of County Commissioners, Leon County, Florida. “FY 2019 Budget Workshop.” (June 2018)]
4 [Multnomah County Auditor. “Multnomah County Pay Equity Audit.” (2015)]
administrators. However, all jurisdictions uncovered specific areas that require further investigation and action. For example, the State of Oregon\textsuperscript{6} found that in its financial administration and general control job groups, men were predicted to earn $844 more per month than females; the City of San Diego\textsuperscript{7} found that overtime use was a major fact in driving many of the adjusted earnings gaps; and the City of Seattle, Washington\textsuperscript{8} found that a higher percentage of male police officers were receiving premium pay than female police officers.

As mentioned previously, Santa Clara County data from the state audit report demonstrated that despite women being in the majority of County employees, men still earned more on average. Data across industries show that many differences in pay equity along gender and racial/ethnic lines can be largely explained by adverse “job sorting,” the tendency of different demographic groups to be employed in different lines of work. For example, in both the City of San Diego\textsuperscript{9} and the City of Spokane, Washington\textsuperscript{10} the gender earnings gap is largely driven by sworn Police and Firefighter personnel, who are heavily male and are compensated significantly more than the average City employee. Multnomah County, Oregon\textsuperscript{11} also found significant disparity in County employee pay, with only 32 percent of women earning more than $32 per hour compared to 54 percent of men, and 45 percent of white employees working in the highest paying jobs compared to 19 percent of Hispanic employees. Many of the reports found in this literature review highlighted a similar pattern – while there are rarely signs of systemic discrimination in hiring, compensation or promotion of employees, there does exist an underutilization by women and minorities in a number of specific, higher paying job categories that crosscut virtually all jurisdictions, such as public safety (fire and correctional), medical professionals, information technology and public works. To highlight the significance of this issue, the City of Seattle\textsuperscript{12} conducted a specific analysis to remove those largely high-paying, male-dominated departments and found the percentage of females in the rest of the workforce to jump from 37 percent to 46 percent and the unadjusted gender pay gap to narrow from 89.7 percent to 98.2 percent.

In addition to job sorting, studies also show that differences in average earnings can be attributed to part-time work. In the City of Seattle,\textsuperscript{13} 22 percent of women versus of 12.4 percent of men were working part-time; in the City of San Diego,\textsuperscript{14} 71 percent of half or three-quarter time workers are female; and the California State Auditor\textsuperscript{15} found that part-time versus full-time employment was the single most significant factor in gender pay disparities among the 46 job classifications reviewed in the four selected counties. For these reasons, many of the recommendations issued through these 14 reports are largely similar and fall into

\textsuperscript{6} Portland State University. “Oregon State Government: 2015 Pay Equity Study of Executive Branch Employees.”
\textsuperscript{7} Office of the City Auditor, City of San Diego. “Performance Audit of City Employee Pay Equity.” (April 2019).
\textsuperscript{8} DCI Consulting Group, Inc. “City of Seattle Workforce Pay Equity and Utilization Report.” (March 2015).
\textsuperscript{9} Ibid.
\textsuperscript{10} Gender and Race Pay Equity Task Force, City of Spokane. “Gender and Racial Equity at the City of Spokane.” (March 2016).
\textsuperscript{11} Ibid.
\textsuperscript{12} Ibid.
\textsuperscript{13} Ibid.
\textsuperscript{14} Ibid.
\textsuperscript{15} Ibid.
a few main categories, consolidated in the table below. These examples show the range of possibilities for recommendations that may arise from a pay equity study. Certain recommendations may or may not apply in Santa Clara County depending on how they relate to specific provisions of the merit system, as well as their application.

<table>
<thead>
<tr>
<th>Category</th>
<th>Examples of Recommendations from Prior Studies</th>
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</table>
| Promote and Expand Flexible Workplace Policies and Increase Workplace Satisfaction | Consider how to increase part-time arrangements, position-sharing or telecommuting for a larger number of positions  
Provide on-site or subsidized childcare and a nursing lounge  
Survey employees to gauge perceptions of the workplace climate and areas for improvement  
Create multi-year Workplace Climate plans that include specific deliverables on how divisions and departments will improve the job environment  
Develop/maintain exit interview program and conduct a follow-up review of the specific reasons why employees are leaving |
| Audit and Streamline Hiring Practices and Processes | Simplify job descriptions and ensure an equitable balance of gender inclusive terms exists (e.g., competent, not “guru”)  
Create an applicant screening process that is gender and race neutral  
Conduct anonymous surveys of test takers to discern areas to improve upon  
Review the guidelines for step assignment for each job to determine if they have sufficient structure  
Limit salary negotiation in initial salary offers  
Conduct a more detailed review of the employee job groups that are identified with underutilization for women and people of color |
| Increase and Enhance Advancement Opportunities for Women and People of Color | Ensure leadership opportunities and other departmental efforts around professional development or leadership training are being offered to a diverse audience  
Examine whether promotional opportunities and pay increases are awarded fairly  
Actively recruit and retain women and people of color for Exempt and Managerial positions  
Create professional development opportunities such as mentorship programs, training programs, and career progression assessments, |
especially for jobs with underutilization
Provide salary negotiation workshops.\(^{16}\)

| Collect, Investigate and Monitor Data | Consider establishing a systematic schedule and procedure for departments and divisions to report on the status of their self-assessments and action plans
Track the number of step exception (in-grade appointment) requests each year and analyze whether there are significant gender or race/ethnicity differences in the percentage of instances in which those exceptions are granted
Monitor the progression of employees throughout their careers
Reduce reliance on overtime to meet staffing requirements, especially within highly utilized areas, and evaluate whether opportunities for overtime are equally accessible across employee groups
Investigate further instances of disparity in specific classifications as well as part-time employee positions
Consider entering employee education levels into Human Resources (HR) system in order to facilitate more robust earnings gap analysis and improve overall strategic human capital management
Conduct comparative performance reviews
Examine the promotion process |

| Strengthen and Prioritize Recruitment for a Diverse Workforce | Consider job advertisements in media not previously used and that target underrepresented groups
Use recruiting materials reflective of a diverse workforce and market jobs in a way that attracts a diverse workforce, particularly for higher paid titles
Perform outreach to diverse communities for inclusion on Boards and Commissions
Build a recruitment plan with local colleges and community organizations to increase diversity
Continue hiring Human Resources professionals to service agencies and assist in increasing diversity and equity efforts
Ensure that all hiring managers and recruiters are familiar with best practices in recruitment and selection and operate with an equity and |

\(^{16}\) OWP is working with the American Association of University Women (AAUW) and their Equal Pay Collaborative to host 3 workshops on AAUW’s Work Smart salary negotiation toolkit and purchase licenses for online download. For more [https://www.aauw.org/article/work-smart-aims-to-train/](https://www.aauw.org/article/work-smart-aims-to-train/)
While the County of Santa Clara has already implemented a number of those items recommended by other public sector entities, this current pay equity study will focus on specific recommendations including those related to certain job classifications, wage analysis including starting salaries and step increases, as well as policies and practices in the County that focus on closing the wage gap. As such, Administration is considering these existing recommendations and approaches through the activities of the workgroup, the development of the dashboard, and implementation of a strategic plan.

2. Pay Equity Dashboard

The Board’s original adopted recommendations regarding pay equity included the development of an online dashboard to track and geographically display data on pay equity, including demographics of the County’s workforce. In the preliminary workplan presented in October 2019, Administration indicated that this dashboard could be part of the scope of work for an external consultant. However, Administration has now determined that Technology Services and Solutions (TSS) has the internal capacity to develop an accessible and user-friendly dashboard, which can be updated periodically, and has begun conversations with TSS and ESA to that end. These conversations have included the participation of the Human Resources Payroll system (HaRP) team, part of TSS, and research conducted previously on similar dashboards in other jurisdictions are informing the design of the dashboard. The Pay Equity Coordination Workgroup has considered several questions regarding the specific data elements needed for this project and is exploring capability for building a platform that will be able to show, at a minimum, hourly rate and/or salary comparisons by gender and race/ethnicity for each job classification. Building on data that already exists in the HaRP system, such as starting salaries for those hired into the same classification, will provide a starting point for analysis to determine whether there is a gap between genders.

3. Strategic Plan to Achieve Pay Equity

The Board also directed the development of a strategic plan to provide a roadmap for the County’s efforts to achieve pay equity as an employer, contractor, and regulator. While only three of the 14 public sector studies reviewed involved a contracted consultant, Administration believes that a consultant with deep familiarity with public employers, merit systems, and unionized workforces would be particularly necessary for the creation of an actionable Pay Equity Strategic Plan. This Strategic Plan could use the demographic and wage data collected and analyzed in the above-mentioned state audit report as a baseline, creating the opportunity to present trends and outcomes over time. This plan will build on the findings of the previous study to monitor progress on implementation of recommendations, as well as build on the current study to identify areas for the County to continue to improve its pay equity policies and practices. There are a number of recommendations that have been made to public sector employers that may also be applicable to Santa Clara County.
Based on those recommendations outlined previously, Administration will be seeking a consultant, in particular, to advise on: hiring policies and practices, pay supplements and additions to base pay (for example, distribution of overtime), special pay circumstances, specialized recruiting for diversification of specific job classifications, starting salaries for identical classifications, and cost impact modeling for the implementation of these recommendations. Administration will also work to ensure that the scope of work and qualifications for the consultant are aligned with the County’s ongoing emphasis on racial equity, including incorporating the tools from the County’s ongoing participation in the Government Alliance on Race and Equity (GARE). In addition, ESA has submitted a budget request for a Diversity, Equity, and Inclusion (DEI) Program Manager to scrutinize the recruitment process through the DEI lens on an ongoing basis, including job postings, application forms, examinations, and interviews; and to identify any unconscious bias, raise awareness of how unconscious bias may impact the various processes, and introduce improvements to reduce or eliminate any impacts. ESA’s DEI Program will interface with the Countywide GARE effort and serve as a focal point for implementation of the recommendations of the County’s Pay Equity Strategic Plan as developed by the consultant.

A draft scope of work and qualifications is attached to this report for the Board’s review and feedback. Administration is working with County Counsel to search for a consultant with appropriate experience and will contract with an identified consultant once the scope of work is finalized and if a budget allocation is approved by the Board.

**CHILD IMPACT**
The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**
The overall gender wage gap is decreasing each year. The Economic Policy Institute reports that on average, women are paid 23 percent less than men. Equal Pay Day symbolizes how far into the year most women must work to earn what men earned in the previous year. For the United States, this year’s Equal Pay Day falls on March 31, 2020, which is the earliest that it has occurred in decades. While closing the gap is the result of a multitude of factors including women higher education levels for women, legislative actions and policies are a significant factor in creating equitable incomes, and there is more work to be done to realize pay equity.

On September 15, 2015 (Item No. 9), the Board issued a referral requesting that the County Executive and County Counsel prepare a pay equity policy and/or ordinance to address the

17 https://www.pay-equity.org/day.html.
County’s role as an employer and contractor; to assist the Office of Women’s Policy and Commission on the Status of Women on the completion of a countywide pay equity study; to assess County policies and practices relating to hiring, pay, and promotion and their implications for pay equity; to propose an online demographics pay-equity dashboard; and to develop a plan to rectify any pay inequities identified.

After several reports to the Finance and Government Operations Committee (FGOC) and the Children, Seniors, and Families Committee in 2016 and 2017, Administration and County Counsel presented to the Board, at its March 14, 2017 (Item No. 17) meeting, a pay-equity report and a set of recommendations to promote (1) pay equity in County policies and practices related to employee hiring, pay, and promotion; (2) pay equity in County contracting; and (3) pay and gender equity in the unincorporated County. The Board adopted all of Administration’s recommendations, including the requirement of an annual pay equity report to the Board.

The first annual pay equity report was reviewed by the Board at its April 17, 2018 (Item No. 24) meeting. The second annual pay equity report was submitted to the April 23, 2019 (Item No. 28) Board meeting. At that meeting, the Board requested that the annual report be provided to FGOC for further consideration, which was completed on June 13, 2019 (Item No. 7). The FGOC committee agreed to develop a referral directing Administration to develop a Pay Equity Strategic Plan, which the Board adopted at its August 13, 2019 (Item No. 13) meeting.

Prior Board discussions and the August 13, 2019 referral noted that the County has already made great strides to address pay equity issues in many areas, including:

- Revisions to Board Policy 3.7 on Workforce Diversity;
- Tracking of pay equity complaints by EOD;
- A prohibition on soliciting prior salary in determining new starting salaries, which preceded the California Legislature enacting a similar prohibition;
- Updates to Board Policy 5.5.5.4 to allow disqualification of potential contractors based on pay equity violations;
- Development of a business license program with pay equity implications;
- Changes to the Executive Leadership Master Salary Ordinance to promote pay equity and improve upward mobility and support for pregnant and parenting executives;
- Implicit bias training for hiring managers and executive leadership; and
- Numerous other efforts and initiatives to implement best practices, policies, and procedures to better ensure pay equity throughout the County workforce.

The Board’s August 13, 2019 referral directed Administration to develop a strategic plan focused on pay equity both as it relates to the County’s progress as an employer, and the County’s various mechanisms to encourage and enforce pay equity principles with contractors, vendors, and other outside entities. Other goals articulated by the Board included the development of an online demographics dashboard with data for County staff, as well as
the designation of a lead, senior person in the County to coordinate this body of work. Administration presented a preliminary workplan to the Board at its October 8, 2019 (Item No. 13) meeting. This is a quarterly progress report on that workplan.

CONSEQUENCES OF NEGATIVE ACTION

The Board would not receive the report.

LINKS:

- Replaces: 99765 : 99765
- Linked To: 98694 : 98694
- Linked To: 97630 : 97630

ATTACHMENTS:

- Pay Equity Strategic Plan Progress Report Q1Q2 (PDF)
- Draft Scope of Work and Qualifications for Pay Equity Consultant (PDF)

HISTORY:

03/24/20 Board of Supervisors HELD Next: 04/07/20
<table>
<thead>
<tr>
<th>Time Period</th>
<th>Activities</th>
<th>Status Update</th>
<th>Report to Board</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Quarter 1:</strong></td>
<td><strong>Activities</strong></td>
<td><strong>Status Update</strong></td>
<td><strong>January 2020</strong></td>
</tr>
<tr>
<td>Oct. – Dec. 2019</td>
<td>Convene internal stakeholders working on pay equity to review progress to date, set additional goals, and seek input for hiring a consultant and the development of a strategic plan</td>
<td>Complete (with ongoing meetings)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reach out to other jurisdictions to learn more about their efforts to conduct gender-based analysis or pay equity studies</td>
<td>In Progress</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct market research, develop a scope of work, and determine appropriate selection process to seek a consultant with pay equity expertise</td>
<td>In Progress</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Develop parameters for a pay equity study, and engage in internal work to identify needed data and mechanisms to implement legal safeguards in preparation for a pay equity study</td>
<td>Pushed to Q2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Consult with TSS, ESA, and County Counsel regarding internal capability and capacity to develop a user-friendly online demographics dashboard</td>
<td>In Progress</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue work on pay equity initiatives already underway throughout the County, track outcomes and include in regular reporting to Board</td>
<td>In Progress</td>
<td></td>
</tr>
<tr>
<td><strong>Quarter 2:</strong></td>
<td><strong>Activities</strong></td>
<td><strong>Status Update</strong></td>
<td><strong>March 2020</strong></td>
</tr>
<tr>
<td>Jan. – Mar. 2020</td>
<td>Develop parameters for a pay equity study, and engage in internal work to identify needed data and mechanisms to implement legal safeguards in preparation for a pay equity study</td>
<td>Pushed from Q1; Complete</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct search for a consultant and engage consultant</td>
<td>Push to Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Negotiate contract with consultant</td>
<td>Push to Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct pay equity study</td>
<td>Push to Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Determine data set and structure for online demographics dashboard; engage TSS to develop dashboard in coordination with ESA and County Counsel</td>
<td>In Progress</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue work on pay equity initiatives already underway throughout the County, track outcomes and include in regular reporting to Board</td>
<td>In Progress</td>
<td></td>
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<tr>
<td><strong>Quarter 3:</strong></td>
<td><strong>Activities</strong></td>
<td><strong>Status Update</strong></td>
<td><strong>August 2020</strong></td>
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<tr>
<td>April – June 2020</td>
<td>Conduct search for a consultant and engage consultant</td>
<td>Pushed from Q2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Negotiate contract with consultant</td>
<td>Pushed from Q2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Launch dashboard for internal review and testing</td>
<td>On Track</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Review results of pay equity study</td>
<td>Push to Q4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Draft Pay Equity Strategic Plan informed by results of pay equity study, review with stakeholders, set milestones and implementation plan</td>
<td>Push to Q4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue work on pay equity initiatives already underway throughout the County, track outcomes and include in regular reporting to Board</td>
<td>On Track</td>
<td></td>
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<td><strong>Quarter 4:</strong></td>
<td><strong>Activities</strong></td>
<td><strong>Status Update</strong></td>
<td><strong>October 2020</strong></td>
</tr>
<tr>
<td>July – Sept. 2020</td>
<td>Review results of pay equity study</td>
<td>Pushed from Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Draft Pay Equity Strategic Plan informed by results of pay equity study, review with stakeholders, set milestones and implementation plan</td>
<td>Pushed from Q3</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Launch dashboard for public use</td>
<td>On Track</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Begin strategic plan implementation, with focus on measurable/impactful goals</td>
<td>Push to Year 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Demonstrate progress on specific initiatives to address pay equity within County workforce</td>
<td>Push to Year 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Continue work on pay equity initiatives already underway throughout the County, track outcomes and include in regular reporting to Board</td>
<td>On Track</td>
<td></td>
</tr>
</tbody>
</table>
A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (Scope of Work):

The County of Santa Clara is soliciting a pay equity consultant to review County aggregate pay and hiring data, with a focus on identifying and understanding any disparities in pay based on sex or gender. This includes available aggregate data on the LGBTQ+ workforce. The study will also include a focus on trends that may demonstrate occupational segregation by sex or gender.

This study will focus on pay equity to identify any gender pay gaps and trends in the County of Santa Clara (“County”) workforce. After the study concludes, the consultant will develop a “Pay Equity Strategic Plan” for the County, which will be tailored based on the study’s findings. The consultant will gather data, analyze trends, and provide aggregate information to inform recommendations and implementation of pay equity practices throughout the workforce.

Phase 1: Conduct a pay equity study with specific focus on:

- Hiring policies and practices, including analyzing existing policies and practices
- Applicant information, to the extent data is available
- Review select job specifications for review of limiting qualifications and opportunities to increase transferrable skills and experience
- Special pay circumstances, including starting salary step
- Pay supplements and additions to base pay (for example, distribution of overtime)
- Analysis of occupational segregation
- Available aggregate data on LGBTQ+ employees and wage trends

Phase 2: Develop a Pay Equity Strategic Plan for the County, including:

- Overarching recommendations and strategic direction for the County’s approach to pay equity, with a focus on sex, gender, and the LGBTQ+ workforce
- Specific recommendations on changes, if any, in job postings (including extra help positions), hiring panels, starting salary negotiation practices, and related concrete actions required to close any identified potential wage gap
- Identified opportunities for alignment with existing County initiatives, including the Government Alliance on Race and Equity (GARE) and diversity, equity, and inclusion (DEI) work within the Employee Services Agency (ESA)
- Specialized recruiting tools for diversification of applicant pools for specific job classifications
- A prioritized implementation plan for the recommendations from the pay equity study, including timelines, resources needed, cost impact modeling, and tools for tracking progress
- Recommendations for the County’s workforce demographics online dashboard
- Methods to review progress and maintain ongoing analysis of pay equity in the County
B. QUALIFICATIONS

The consultant will have broad expertise in crafting, implementing, and analyzing pay equity studies, and creating and tracking strategic implementation plans, including:

- Experience advising public sector employers, particularly local and County governments
- Familiarity with Government agency merit systems, including classified positions, unclassified positions, and extra help categories of employment, or similar
- Knowledge and experience of unionized workforces, including multiple unions with diverse occupations represented, and the role of unions in negotiating wages, benefits, and other terms and conditions of employment
- Proven track record analyzing current pay trends across the region and Country and advising on “best practice” next steps to achieve greater pay equity
- Past success developing strategic and implementation plans for achieving pay equity
- Past success drafting reports and recommendations, meeting with stakeholders, and presenting findings in public meetings
- Use of race equity lens in analyzing pay equity data
- Experience working with large, complex, and diverse organizations
- Understanding of legal and privacy safeguards, including utilizing systems for protection of data that meet County requirements
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Ky Le, Director, Office of Supportive Housing

SUBJECT: Funding for COVID-19 Regional Response Fund

RECOMMENDED ACTION

Under advisement from March 24, 2020 (Item No. 7): Approve Request for Appropriation Modification No. 187 - $2,000,000 transferring funds from the General Fund Contingency Reserve to the Office of Supportive Housing budget relating to allocating funds to the COVID-19 Coronavirus Regional Response Fund. (4/5 Vote)

FISCAL IMPLICATIONS

The recommended action would have an impact on the general fund as $2,000,000 would be loaned from the County General Fund to the Office of Supportive Housing budget. On March 24, 2020 (Item No. 7), the Board directed the Administration to take all necessary actions to expeditiously allocate $2,000,000 to the COVID-19 Coronavirus Regional Response Fund. These expenses may be eligible for reimbursement through state or federal aid.

The original budget for the Fiscal Year (FY) 2019-20 General Fund Contingency Reserve was $164,105,457. Board policy 4.3 states that the contingency reserve should be 5% of general revenues net of pass-through revenue. Since the use of contingency reserve impacts compliance with this policy, the midyear budget analysis included a $6,905,228 replenishment of this reserve. The balance of this reserve as of March 24, 2020 was $159,979,680 indicating that $4,125,777 has been allocated for other purposes. There may be additional pending actions that will impact this balance once they are approved and processed.

REASONS FOR RECOMMENDATION

Under advisement from the March 24, 2020 Board of Supervisors meeting (Item No. 7), the recommended action will provide financial resources to assist in the local response to the COVID-19 public health crisis. The recommended action approves an appropriation modification to increase expenditures in the Office of Supportive Housing budget.
The Silicon Valley Community Foundation has created a COVID-19 Coronavirus Regional Response Fund that will provide housing/shelter, food, clothing, and financial assistance. The recommended action provides funding directly to Destination Home Silicon Valley (DHSV) as the lead partner organization representing Santa Clara County.

Through actions on December 4, 2018 (Item No. 61) and January 29, 2019 (Item No. 58), the Board approved an Agreement with Destination Home Silicon Valley (DHSV) to pilot a countywide homelessness prevention system. On March 31, 2020, per resolution number BOS-2020-19 and consistent with Board direction, the Administration executed the Third Amendment to DHSV agreement through the Director of Emergency Services. The OSH will be utilizing this existing agreement to provide the aforementioned services related to COVID-19.

**CHILD IMPACT**
The recommended action will have a positive impact on children and youth in families who are at risk of homelessness.

**SENIOR IMPACT**
The recommended action will have a positive impact on seniors. Over the course of the contract period, the program will prevent homelessness for households, including those with seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**
On March 24, 2020 (Item No. 70) the Board directed the Administration to take all necessary actions to expeditiously allocate $2,000,000 to the Silicon Valley Community Foundation to support the Santa Clara County COVID-19 Coronavirus Regional Response Fund. The effort supports lead organizations representing each of the ten Bay Area counties. DHSV is the lead organization for Santa Clara County.

**CONSEQUENCES OF NEGATIVE ACTION**
The County would not be able to provide homelessness prevention services during the current public health crisis.

**STEPS FOLLOWING APPROVAL**
The Clerk of the Board is requested to notify Consuelo Hernandez and Swona Sun in the Office of Supportive Housing and Gladys Cabagbag in the Office of the County Executive.

**ATTACHMENTS:**
- OSH F85 #187 LF 100989 (PDF)
## Request For Appropriation Modification

**Fiscal Year = 2020**

<table>
<thead>
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<th>Line</th>
<th>Fund</th>
<th>Budget Unit</th>
<th>Cost Center</th>
<th>CI</th>
<th>Description</th>
<th>Job Code</th>
<th>Funded Program</th>
<th>CMB Revenues</th>
<th>CMB Expenditures</th>
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<td>0001</td>
<td>0119</td>
<td>1001</td>
<td>570100</td>
<td>Reserves</td>
<td>1001</td>
<td>5701000</td>
<td>(2,000,000.00)</td>
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<tr>
<td>2</td>
<td>0001</td>
<td>0168</td>
<td>1204</td>
<td>585100</td>
<td>One Time Funded Project</td>
<td>1204</td>
<td>5851000</td>
<td>2,000,000.00</td>
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</table>

0001  
Transfer (From) To Fund Balance:  
0.00

Grand Total:  
0.00 0.00

Form ID# Included:
24594, 24635,

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**Packet Pg. 920**

Attachment: OSH F85 #187 LF 100989 (100989 : Funding for COVID-19 Regional Response Fund)
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Ky Le, Director, Office of Supportive Housing

SUBJECT: Report on Safe Parking Programs

RECOMMENDED ACTION

Under advisement from February 25, 2020 (Item No. 15): Receive report from the Office of Supportive Housing relating to Safe Parking Programs, including the Amigos de Guadalupe Posada Project – Silicon Valley site.

FISCAL IMPLICATIONS

There are no fiscal implications associated with receiving this informational report.

COMMITTEE RECOMMENDATIONS

At the joint Finance and Government Operations Committee and Children, Seniors, and Families Committee meeting on March 26, 2020 (Item No. 6), the Committee recommended that this report be received by the Board of Supervisors (Board).

REASONS FOR RECOMMENDATION

Under advisement from the February 25, 2020 Board of Supervisors meeting (Item No. 15) this report summarizes Safe Parking program information as requested by the Board. The Administration is preparing a more detailed report and recommendations related to Safe Parking for the Board’s meeting on April 21, 2020. In addition to responding the Board’s direction regarding the Amigos de Guadalupe Posada Project – Silicon Valley site, the Administration’s report in April would respond to the Board’s previous referral about Safe Parking programs (January 14, 2020, Item No. 14).

In addition to providing the Board with more detailed information (e.g., permanent housing outcomes) about current Safe Parking programs, the report would:

- Summarize the Administration’s efforts to expand or increase Safe Parking programs and/or sites;
- Outline lessons learned from Safe Parking programs, some of which have been operating as pilot programs; and,
• Make recommendations on how to incorporate the lessons learned into a new competitive procurement for Safe Parking programs.

Safe Parking programs provide unhoused people who sleep in their vehicles with a designated place to park while they sleep. The goal of safe parking programs is to help participants improve their safety and stability, remain compliant with local laws, have access to basic restroom facilities, and get support to resolve their immediate housing crisis.

There are 12 known safe parking locations with a total of 174 safe parking spots in seven cities countywide. Safe parking programs are funded by the County, cities, and private funding sources. All safe parking programs offer toilets and other on-site amenities. Many offer some level of case management or supportive services. Oversight at each site varies, ranging from volunteers periodically patrolling sites to paid staff being onsite during operating hours. Attachment A provides a summary of safe parking programs, including number of spaces, services and site provisions, and program costs and funding sources.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

At the February 25, 2020 Board of Supervisors meeting, the Board approved a referral from Supervisor Cortese directing Administration to return with a one-time budget augmentation of $70,000 to the Office of Supportive Housing for the Amigos de Guadalupe Posada Project – Silicon Valley site. The motion included bringing the item to the Finance and Government Operations Committee for review, and to include information on the following:

• To what degree is case management already funded at the safe parking sites countywide?

• Who funds which services?

• What are the needs for additional case management?

**CONSEQUENCES OF NEGATIVE ACTION**

The Board would not receive the report.

**STEPS FOLLOWING APPROVAL**

Please notify Hilary Barroga in the Office of Supportive Housing.

**LINKS:**

• Linked To: 100494 : 100494
• Linked To: 99999 : 99999
• Linked To: 100681: Receive report from the Office of Supportive Housing relating to Safe Parking Programs, including the Amigos de Guadalupe Posada Project – Silicon Valley site. (Referral from February 25, 2020, Board of Supervisors meeting, Item No. 15) (Cortese)

**ATTACHMENTS:**

• Attachment A - Safe Parking Summary (PDF)
<table>
<thead>
<tr>
<th>Name</th>
<th>Site(s)</th>
<th>City/Cities</th>
<th>Agency</th>
<th>Cars</th>
<th>RVs</th>
<th>24/7 Regular</th>
<th>24/7 COVID-19</th>
<th>Services</th>
<th>Site Provisions</th>
<th>Exits to Perm Housing</th>
<th>Regular Annual Budget</th>
<th>Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Posada Project</td>
<td>VTA lot - Tully</td>
<td>San Jose</td>
<td></td>
<td>15</td>
<td>0</td>
<td>no</td>
<td>yes</td>
<td>Case management</td>
<td>Portable toilets, showers at Alum Rock United Methodist Church</td>
<td>30%</td>
<td>$300,000</td>
<td>In-kind donations</td>
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<tr>
<td>Posada Project</td>
<td>Franklin-Mckinley School District</td>
<td>San Jose</td>
<td>Amigos de Guadalupe</td>
<td>5</td>
<td>Allowed</td>
<td>no</td>
<td>yes</td>
<td>Case management</td>
<td>Portable toilets, showers at Alum Rock United Methodist Church</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Posada Project</td>
<td>Alum Rock United Methodist Church</td>
<td>San Jose</td>
<td></td>
<td>15</td>
<td>0</td>
<td>no</td>
<td>yes</td>
<td>Case management</td>
<td>Restrooms, mobile showers</td>
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<td>Posada Project</td>
<td>Hope Lutheran Church (families only)</td>
<td>Santa Clara</td>
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<td>0</td>
<td>0</td>
<td>no</td>
<td>yes</td>
<td>Case management</td>
<td>Portable toilets, showers at Alum Rock United Methodist Church</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Focus Safe Parking Program</td>
<td>Morgan Hill Bible Church</td>
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<tr>
<td>Lots of Love</td>
<td>Shoreline - Oversized vehicle spots</td>
<td>Mountain View</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Lots of Love</td>
<td>VTA lot - Evelyn - Oversized vehicle spots</td>
<td>Mountain View</td>
<td>Move Mountain View</td>
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<tr>
<td>Lots of Love</td>
<td>Lodi's Grace Christian Church</td>
<td>Mountain View</td>
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<td>Lots of Love</td>
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<tr>
<td>Rotating Safe Car Park</td>
<td>Rotating sites - 1-2 months per site: Prince of Peace Lutheran Church, West Valley College, and 4 others</td>
<td>Cupertino/ Saratoga</td>
<td>n/a - organized by volunteers</td>
<td></td>
<td></td>
<td>20-25, limited to 30 people</td>
<td>0</td>
<td>no</td>
<td>yes</td>
<td>Flex funds for vehicle registration, ID, repair</td>
<td>Restrooms or portable toilets, water, trash cans, food, hospitality hours</td>
<td>19%</td>
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<td>Silicon Valley Safe Parking</td>
<td>Rotating sites - 1-2 months per site: First Congregational Church of San Jose, Bellarmine College Prep, Christ the Good Shepherd Church, Cornerstone Church of Silicon Valley, WestGate Church, Campbell UCC, Menlo Church</td>
<td>Campbell/ San Jose</td>
<td>n/a - organized by volunteers</td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>LifeMoves Safe Parking</td>
<td>Roosevelt Community Center</td>
<td>San Jose</td>
<td>LifeMoves</td>
<td></td>
<td></td>
<td>24</td>
<td>Up to 4 considered</td>
<td>no</td>
<td>yes</td>
<td>Case management, flex funds for vehicle registration, ID, repair, other household needs</td>
<td>Restrooms with showers, trash cans, food/snacks, microwave access, on-site staff during operating hours</td>
<td>19%</td>
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<td></td>
<td></td>
<td></td>
<td>$207,500</td>
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<td>-</td>
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</table>
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey V. Smith, County Executive
SUBJECT: COVID-19 Emergency Response Funding

RECOMMENDED ACTION
Approve Request for Appropriation Modification No. 189 - $20,000,000 transferring funds from the General Fund Contingency Reserve to the Office of the County Executive, Office of Emergency Management budget, relating to emergency response funding for Coronavirus (COVID-19). (4/5 Vote)

FISCAL IMPLICATIONS
Approval of the recommended action would have a $20,000,000 impact on the General Fund. The Controller-Treasurer’s Office has established financial tracking mechanisms related to the County’s response to the COVID-19 pandemic and the County will actively seek reimbursement of costs from new and existing sources of funds at both the state and federal levels.

The original budget for the Fiscal Year (FY) 2019-20 General Fund Contingency Reserve was $164,105,457. Board policy 4.3 states that the contingency reserve should be 5% of general revenues net of pass-through revenue. Since the use of contingency reserve impacts compliance with this policy, the midyear budget analysis included a $6,905,228 replenishment of this reserve. The balance of this reserve as of March 24, 2020 was $159,979,680 indicating that $4,125,777 has been allocated for other purposes. There may be additional pending actions that will impact this balance once they are approved and processed.

REASONS FOR RECOMMENDATION
Board Policy 4.3 allows for the use of the Contingency Reserve on a one-time basis when the County is affected by unforeseen events that require the allocation of funds.

The County of Santa Clara is responding to an unprecedented challenge with the spread of a novel coronavirus (COVID-19). As of March 30, 2020, the Centers for Disease Control and Prevention (CDC) reported 140,904 cases and 2,405 deaths in the United States. The County of Santa Clara reported 848 cases (202 new cases) and 28 deaths.
Due to the lack of federal coordination, states and local entities are competing to purchase critical supplies, such as medical devices and personal protective equipment. The County needs to act quickly to procure goods and services to effectively respond to the COVID-19 pandemic and protect the community.

CHILD IMPACT
The recommended action will have positive impact on children by improving the County’s ability to treat infected children, their parents and caregivers.

SENIOR IMPACT
The recommended action will have positive impact on seniors by improving the County’s ability to treat infected seniors who are at higher risk of complications from the COVID-19 disease.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
COVID-19 was first detected in Wuhan, China in December 2019. The CDC considers the virus to be a very serious public health threat, in part because much remains unknown. The number of reported cases of COVID-19 has escalated dramatically over a short period of time, and the World Health Organization has declared the outbreak to be a global health emergency.

The County had its first confirmed case of COVID-19 on January 31, 2020. The Director of Emergency Services and the Health Officer of the County proclaimed a local emergency on February 3, 2020, as authorized by Government Code section 8630 and Santa Clara County Ordinance Code Section A8-9, and based on conditions of extreme peril and the imminent and proximate threat to public health relating to COVID-19. The Board of Supervisors ratified the local emergency and local health emergency on February 10, 2020.

On March 5, 2020, the Director of Emergency Services suspended enforcement of certain ordinances, rules, regulations, and policies of the County of Santa Clara relating to the procurement of goods or services under the authority set forth in Santa Clara County Ordinance Code section A8-16. The order allows the County to timely and proactively respond to changing conditions relating to COVID-19. The Board of Supervisors ratified the Order on March 10, 2020.

On March 16, 2020, the County of Santa Clara (along with several other bay area counties) issued a legal order directing residents to shelter at home, which was extended and is expected to last until at least May 3, 2020. The order was followed by an indefinite Executive Order from Governor Newsom, which directs all Californians to stay home except as necessary to maintain or access critical systems and services.

The County has activated its Emergency Operations Center and its Medical Health Joint Operations Center to manage its response to this crisis. These are staffed continuously by personnel who have been diverted from their normal job duties and Administration expects...
this to continue for an extended period of time. Staff in these operations centers are coordinating the County’s response to this crisis with state and federal agencies.

The county has also activated its Continuity of Operations Plan to ensure essential services are provided throughout this crisis. The County has closed all nonessential services.

**CONSEQUENCES OF NEGATIVE ACTION**

The Office of Emergency Services would have insufficient funding to appropriately respond to the COVID-19 pandemic.

**ATTACHMENTS:**

- F85-189 FY20 (PDF)
## County Of Santa Clara
### Request For Appropriation Modification
#### Fiscal Year = 2020

<table>
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<td>2530</td>
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<td>(20,000,000.00)</td>
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</table>

### Form ID# Included:
- 24621
- 24625

### Grand Total:
- 0.00
- 0.00

---

As per the request for appropriation modification, County of Santa Clara has requested the following modifications to their budget for Fiscal Year 2020. The requested changes include the transfer of funds from the Special Department Expense to the Fund Balance, totaling 0.00. This request is part of the COVID-19 Emergency Response Funding, and is being submitted as part of Form ID# 24621 and 24625 for the Fiscal Year 2020.
100948

DATE: April 7, 2020
TO: Board of Supervisors
FROM: Shannon Bushey, Registrar of Voters
SUBJECT: Voter's Choice Act Implementation Grant

RECOMMENDED ACTION
Adopt Resolution delegating authority to the County Executive, or designee, to negotiate, execute, amend, or terminate all documents relating to applying for and accepting the reimbursement funds available under the Voter’s Choice Act (VCA) Implementation Grant with the California Secretary of State in an amount not to exceed $1,464,671 for period April 7, 2020 through December 30, 2020, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 30, 2020.

FISCAL IMPLICATIONS
The California Secretary of State will reimburse the County a maximum of $1,464,671 for VCA implementation efforts. The revenue associated with the grant Agreement will offset costs associated with the County’s transition to the VCA election model, including the acquisition of modernized voting equipment and public outreach materials.

CONTRACT HISTORY
The County has entered into numerous Help America Vote Act (HAVA) grant agreements with the California Secretary of State (SOS) since 2003. Past HAVA grant agreements provided funding to the County for such projects as modernizing voting technologies, enhancing cyber security, and supporting polling place accessibility. Additionally, the County has received other State grants through the California SOS, with the most recent agreement, the Voting System Replacement Agreement, being approved by the Board on January 28, 2020.

The VCA Implementation Grant Agreement provides the County with both State and Federal HAVA funds from the U.S. Election Assistance Commission (EAC). State funds, in the amount of $131,475, expire on June 30, 2020 and shall only be used for outreach activities as specified in Exhibit A, Section 1, paragraph b of the grant agreement. Federal funding, accounting for the remaining $1,333,196, expires on December 30, 2020 and can be used for
all permissible activities outlined in Exhibit A, Section 1 of the grant agreement. If any future funding becomes available, ROV will submit a new legislative file to accept the funding.

**REASONS FOR RECOMMENDATION**

The California SOS is offering reimbursement for the following VCA implementation expenses: (1) modernization of equipment and infrastructure; (2) advertising, printing, translation, and design of education and outreach materials; and (3) purchase of mobile vote centers.

ROV is requesting Board of Supervisors’ approval of the grant contract and to approve delegation of authority to submit for reimbursement under the contract to defray costs associated with the County’s VCA implementation. The reimbursement will allow the department to allocate funding to additional priorities, including those related to the upcoming November 2020 Presidential Election.

To claim reimbursement for expenses and activities permissible under the terms of the amended Agreement, the County must submit an appropriately signed agreement package to the Secretary of State by June 1, 2020.

**CHILD IMPACT**

This action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

This action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

This action will have no/neutral sustainability implications.

**BACKGROUND**

On April 9, 2019, the Board of Supervisors approved the County’s implementation of the VCA election model. To support VCA implementation, the County entered into agreements with Dominion Voting Systems for the provisioning of a new state-certified voting system and ballot on demand systems and KNOWiNK for the provisioning of electronic poll books.

In addition to acquiring modernized voting equipment, the ROV has conducted a robust public education and outreach campaign to inform residents of the County’s transition to the VCA election model. The campaign includes advertising through social media, newspaper, television, and radio outlets; the dissemination of VCA information to registered voters through direct mailers; and the translation of VCA outreach materials. Costs associated with ROV’s VCA public education and outreach campaign amount to approximately $2,000,000.

**CONSEQUENCES OF NEGATIVE ACTION**

Without signature and submittal of the agreement, ROV will not be reimbursed for $1,464,671 to modernize equipment and infrastructure and conduct VCA-related education and outreach activities, creating a financial impact that would reduce the amount available for additional priorities relating to the implementation of VCA.
STEPS FOLLOWING APPROVAL

The Clerk of the Board of Supervisors is requested to forward the approval to Shannon Bushey, Registrar of Voters, to submit to the California SOS. Pursuant to the approved delegation of authority, the County Executive, or designee, will submit documentation of actual expenses for VCA implementation to the California SOS to request reimbursement of funds pursuant to the contract.

ATTACHMENTS:

- Exhibit C - General Terms and Conditions  (PDF)
- VCA_Implementation Agreement  (PDF)
- DOA Resolution to accept HAVA Funding 3-27-20  (PDF)
General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

   1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

   2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

   a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

   b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

   a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

   b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)
January 7, 2020

Santa Clara County
Attn: Shannon Bushey
P.O. Box 611360
San Jose, CA 95161-1360

Subject: Agreement Number 19S10063 (VCA Implementation)

Please complete the following item(s) and return to the address stated below within ten (10) business days:

- **STD. 213, Standard Agreement with attached Exhibits.** Please acquire the appropriate original signature on the first page of the STD. 213, and the additional three single STD. 213's and return to the address below. **Please Note:** Fax, photocopies and signature stamps are not acceptable. Therefore, please make sure the STD. 213's have been originally signed. A fully executed copy will be returned to you once the contract execution has been completed. **Please return the originally signed agreement package to the following address:**

  Attn: Contract Services Unit
  Secretary of State
  1500 11th Street, Room 460
  Sacramento, CA 95814

  *IMPORTANT: If the signed agreement package is not returned on or before June 1, 2020, this agreement may not be executed.*

- STD. 213A, Standard Agreement Amendment. Please acquire the appropriate signature for the first page of the STD. 213A and the additional three single STD. 213A's and return. Fax and Photocopies are not acceptable. A fully executed copy will be returned to you.

- Executed copy for your records.

- STD. 204 Payee Data Record (STD. 204) - Complete and return.

- CCC 04/2017 Contractor Certification Clause - Complete and return.

- Along with the above referenced STD. 213 contract package, please submit a copy of the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office), which by law has granted the authority to enter into the proposed contract, authorizing execution of the agreement. **Please Note:** This agreement provides for State AND HAVA (Federal) funds to be used for reimbursement to the county. Therefore, IF the resolution, order, motion, or ordinance of your local governing body (whichever is applicable for your County office) requires references to contract specific information, that information must be in accordance with the respective agreement. Documents containing inconsistent or incorrect information will not be accepted.
EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

The purpose of this Agreement is to provide Santa Clara County with state and federal Help America Vote Act (HAVA) funds provided by the U.S. Election Assistance Commission (EAC) for county efforts to implement the Voter’s Choice Act (VCA).

1) General Uses
Provided that the county has notified the Secretary of State of its intention to execute this contract, any funds received shall be used by Santa Clara County for reimbursement of expenses related to implementation of the VCA incurred after January 1, 2019 and prior to December 30, 2020 for the HAVA funds, and prior to June 30, 2020 for the State funds (see attached Exhibit B-1 – Funding Detail), for one or more of the following purposes, except as otherwise provided:

a) Equipment and Infrastructure

i) New voting systems that have been certified or conditionally approved pursuant to the California Voting Systems Standards (CVSS).
ii) Electronic poll books certified by the Secretary of State.
iii) Ballot on demand systems certified by the Secretary of State.
iv) Vote by mail ballot drop boxes that comply with any applicable regulations adopted by the Secretary of State, including California Code of Regulations (CCR) Title 2, Division 7, Chapter 3, sections 20130-20138.
v) Remote accessible vote by mail systems certified or conditionally approved by the Secretary of State.
vii) Telecommunication technologies to facilitate electronic connection, for the purpose of voter registration, between polling places, vote centers, and the office of the county elections official or the Secretary of State’s office.
viii) Vote by mail ballot sorting and processing equipment.
viii) Mail tracking technology.

b) Advertisement, Printing, Translation, and Design of Education and Outreach Materials.

i) Development, production, translation, and transcription into Braille, audio, or CD/DVD format, of materials to be printed or posted online to educate or inform voters concerning the VCA;
ii) Development of translations into languages mandated by Elections Code Section 14201, and/or section 201 of the Federal Voting Rights Act;
iii) Procurement of services to assist voters with language needs at vote centers and through the toll-free hotline;
vii) Development of a website to educate voters on the VCA;
v) Public advertising of information on the VCA, including advertising on social media, newspapers, television, and radio;
vii) Mailers to disseminate information to registered voters on the VCA;
EXHIBIT A
(Standard Agreement)

vii) Printing of education materials such as flyers and posters;
viii) Translation of advertisements, mailers and education materials related to the VCA;
ix) Development of accessible advertisements, mailers and education and outreach materials related to the VCA.
x) Contracting services for Voter's Choice Act related education and outreach activities when the following requirements are fulfilled:

(1) The service provider shall deliver itemized invoices to the county elections official that outline the cost of each item, and the date when each service was completed.

(2) Services provided by this vendor shall only be related to Voter's Choice Act education and outreach activities.

c) Mobile Vote Centers

i) County may purchase mobile vote centers for use in their county. These mobile vote centers shall meet the minimum requirements below:
   (1) The mobile voting unit shall be able to close entirely.
   (2) The mobile voting unit shall have the ability to comply with public access requirements of the Americans with Disabilities Act (ADA). Resource for ADA Compliance is located at www.usdoj.gov/crt/ada.
   (3) The mobile voting unit shall have an easy set-up with minimum time for completion with minimal or no tools required.
   (4) If the mobile vote center is purchased new, the mobile voting unit shall have a minimum of a one-year warranty.
   (5) The mobile voting unit shall have adequate interior lighting.
   (6) The mobile voting unit shall have a power generator capable of providing power to run the necessary electrical equipment for the vote center.

ii) Mobile Vote Centers can only be purchased when a collection of tools, techniques, and best practices to reduce vulnerability in technology applications, systems, infrastructure, firmware, and other areas for the vehicle has been completed.

iii) Any wrap or signage must be informational in nature and cannot directly encourage voter registration or include 'get out the vote' messaging.

iv) The seller shall follow any Federal and California State laws applicable to the use and transport of trailers to resolve any structural needs not listed above.

v) If any requirement is deemed infeasible or does not follow Federal and California State guidelines, the seller shall identify it, explain why it is not feasible or is prohibited by law, and suggest alternative that are as close as possible to the request.

vi) The mobile vote centers are to be used for federal elections only. If used for statewide (nonfederal), county, or local elections the county is required to have in place appropriate record keeping of such use and allocate costs accordingly.

vii) Rental of vehicles specifically to tow mobile vote center to and from voting location.
EXHIBIT A
(Standard Agreement)

2) Expenditure Guidelines
If the county fails to implement the VCA during the 2020 election cycle after they have been reimbursed for expenses pursuant to this agreement made in relation to implementing the VCA, then the county shall reimburse the state any funds paid to them. Such funds shall be reimbursed by the county no later than 90 days after Election Day.

3) Items Presumed to not be Reimbursable
The following is a partial list of items presumed to not be reimbursable. This list is not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of state shall be the sole determiner of whether an expenditure is reimbursable or not.

   a) Catering, food, or beverages.
   b) General purpose equipment, including but not limited to, office equipment and furnishings, modular furniture, telephone networks and component parts that are not for the explicit use of facilitating electronic connections, and reproduction and printing equipment that is not a component of a voting system, ballot on demand system, or electronic poll book system.
   c) Facility rental, unless this is for the siting of vote centers.
   d) General office supplies.
   e) Gas (except travel reimbursements).
   f) Parking fees (unless travel reimbursements).
   g) Gifts, tags, pins, buttons, shirts or other promotional items for poll workers.
   h) Invitations.
   i) The cost of purchasing any real property.
   j) Light bulbs.
   k) Staff salaries of County employees not conducting one of the activities allowable.

4) Project Contacts
The program representatives during the term of the Agreement will be:

   a. For County: Shannon Bushey (408) 299-8683

   b. For Secretary of State: Roberto Rizo, Staff Analyst, Policy and Planning (916) 695-1640 OR rrizo@sos.ca.gov
EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

Invoices may be submitted via email to AccountsPayable@sos.ca.gov. Please contact Accounts Payable at (916) 653-9165 for any further questions regarding invoices.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act or a HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only if the United State Government makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

D. The County has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
EXHIBIT B
(Standard Agreement)

4. Maximum Amount of State and HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to this Agreement, more than $1,464,671.00, in the aggregate. See attached Exhibit B-1 - Funding Detail for further information regarding the breakdown of the funds. With respect to the HAVA Funds, the County’s share is the county’s remaining balance of the original appropriation authorized in 2005.

5. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

6. Basis of Claims

Subject to the provisions of Paragraph 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section 1) General Uses of Exhibit A “Scope of Work”.

7. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

1. Contain a face sheet that summarizes each expenditure made by the categories set forth in Paragraph 1 of Exhibit A “Scope of Work”;

2. Include the total amount of the claim;

3. Include a copy of the contract with the contractor if the contractor’s invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

8. Application of OMB Circular A-87

OMB Circular A-87 (“Cost Principles for State, Local and Indian Tribal Governments”), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at https://www.whitehouse.gov/omb/information-for-agencies/circulars/.

9. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement in accordance with the dates identified in the table provided in Exhibit B-1 – Funding Detail.

10. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller’s office to the County.
EXHIBIT B
(Standard Agreement)

11. **Deadline for Submitting Claims**

   The deadline for submitting any claim under this program is 60 days after the termination date of this Agreement.

12. **Multiple Claims**

   County can submit multiple claims for funds authorized above, within the aggregate limit established for County.

13. **Documentation to be Submitted**

   Each claim shall include a cover page that identifies the activity or service in Exhibit A and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim presented in the same order as shown on the accompanying summary sheet, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at [https://www.whitehouse.gov/omb/information-for-agencies/circulars/](https://www.whitehouse.gov/omb/information-for-agencies/circulars/).

14. **Order of Processing**

   Claims shall be processed by the Secretary of State in order of receipt.

15. **Work Outside of the Scope of Work**

   Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work.
FUNDING DETAIL

The allotted contract amount shall not exceed a total contract budget of $1,464,671.00 as shown below. State funding can only be used for outreach activities as allowed in Exhibit A – Scope of Work, Section 1) General Uses, paragraph b. Federal HAVA funds can be used for all allowable activities described in Exhibit A, Section 1) General Uses.

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EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo
EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 39.011. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at https://www.whitehouse.gov/omb/information-for-agencies/circulars/;

4. County shall maintain records in a manner that:
   a. Accurately reflects fiscal transactions with necessary controls and safeguards;
   b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
   c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State’s designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 101.
EXHIBIT D
(Standard Agreement)

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States’ policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State’s Office. County is to submit agreement signed by each employee of contractor’s firm who worked for County pursuant to this Agreement with the County’s first invoice.

4. The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at https://osc.govServices/Pages/HatchAct.aspx;

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 101 of HAVA;

8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the. acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County’s obligation to pay its subcontractors is an independent obligation from the State’s obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
EXHIBIT D
(Standard Agreement)

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

14. Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epis.gov.

15. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.
ADDITIONAL PROVISIONS

Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1) No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2) No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3) No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

4) No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5) The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6) No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7) No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
EXHIBIT E  
(Standard Agreement)

8) No employee of or contractor with the Secretary of State’s Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9) No employee of or contractor with the Secretary of State’s Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

10) An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

11) Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State’s Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed in Exhibit A – SCOPE OF WORK.
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
STANDARD AGREEMENT  
STD 213 (Rev. 03/2019)  

AGREEMENT NUMBER  
19510063  
PURCHASING AUTHORITY NUMBER (if Applicable)  

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:  

CONTRACTING AGENCY NAME  
Secretary of State  

CONTRACTOR NAME  
Santa Clara County  

2. The term of this Agreement is:  

START DATE  
January 1, 2020 or upon approval by Dept. of General Services, if required, whichever is later  

THROUGH END DATE  
December 30, 2020  

3. The maximum amount of this Agreement is:  

$1,464,671.00; One Million Four Hundred Sixty Four Thousand Six Hundred Seventy One Dollars and Zero Cents  

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.  

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*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OIS/Resources. IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR  

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)  
Santa Clara County  

CONTRACTOR BUSINESS ADDRESS  
P.O. Box 611360  

PRINTED NAME OF PERSON SIGNING  

CITY  
San Jose  

STATE  
CA  

ZIP  
95161  

TITLE  

CONTRACTOR AUTHORIZED SIGNATURE  

DATE SIGNED  

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STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

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Secretary of State

CONTRACTOR NAME
Santa Clara County

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CONTRACTOR BUSINESS ADDRESS
P.O. Box 611360

PRINTED NAME OF PERSON SIGNING

CONTACTOR AUTHORIZED SIGNATURE

CITY
San Jose

STATE
CA

ZIP
95161

TITLE

DATE SIGNED

Packet Pg. 954
### STANDARD AGREEMENT

**STATE OF CALIFORNIA**

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Secretary of State

**CONTRACTING AGENCY ADDRESS**
1500 11th Street

**CITY**
Sacramento

**STATE**
CA

**ZIP**
95814

**PRINTED NAME OF PERSON SIGNING**

**TITLE**

**CONTRACTING AGENCY AUTHORIZED SIGNATURE**

**DATE SIGNED**

**CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL**

**EXEMPTION (If Applicable)**

---

**AGREEMENT NUMBER**
19510063

**PURCHASING AUTHORITY NUMBER (If Applicable)**

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**Attachment:** VCA_Implementation Agreement (100948 : Voter's Choice Act Implementation Grant)
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 03/2019)

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P.O. Box 611360

PRINTED NAME OF PERSON SIGNING

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CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED
**STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES**

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

**Agreement Number**: 19510063

**Purchasing Authority Number**: (If Applicable)

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**Contracting Agency Name**

Secretary of State

**Contracting Agency Address**

1500 11th Street

**City**

Sacramento

**State**

CA

**Zip**

95814

---

**Printed Name of Person Signing**

**Title**

**Contracting Agency Authorized Signature**

**Date Signed**

**California Department of General Services Approval**

**Exemption (If Applicable)**

---

Attachment: VCA_Implementation Agreement (100948 : Voter's Choice Act Implementation Grant)
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

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<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td>3 pages</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>3 pages</td>
</tr>
<tr>
<td>Exhibit B-1</td>
<td>Funding Detail</td>
<td>1 page</td>
</tr>
<tr>
<td>Exhibit C *</td>
<td>General Terms and Conditions</td>
<td>GTC 04/2017</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>Special Terms and Conditions (Attached hereto as part of this Agreement)</td>
<td>3 pages</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Additional Provisions</td>
<td>2 pages</td>
</tr>
<tr>
<td>Exhibit F</td>
<td>County Resolution</td>
<td>page(s)</td>
</tr>
<tr>
<td>Exhibit G</td>
<td>Contractor HAVA/VCA Implementation Activity Report</td>
<td>1 page</td>
</tr>
</tbody>
</table>

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Santa Clara County

CONTRACTOR BUSINESS ADDRESS
P.O. Box 611360

PRINTED NAME OF PERSON SIGNING

CITY
San Jose
STATE CA
ZIP 95161

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Attachment: VCA_Implementation Agreement (100948 : Voter’s Choice Act Implementation Grant)
<table>
<thead>
<tr>
<th>CONTRACTING AGENCY NAME</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Secretary of State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTING AGENCY ADDRESS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1500 11th Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>CONTRACTING AGENCY AUTHORIZED SIGNATURE</td>
<td>DATE SIGNED</td>
<td></td>
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</tr>
<tr>
<td>CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL</td>
<td>EXEMPTION (If Applicable)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. __________

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA DELEGATING AUTHORITY TO THE COUNTY EXECUTIVE OR DESIGNEE RELATING TO GRANTS AVAILABLE UNDER THE HELP AMERICA VOTE ACT OF 2002 AND ADDITIONAL STATE FUNDING WITH THE CALIFORNIA SECRETARY OF STATE

WHEREAS, the Help America Vote Act of 2002 ("HAVA") has been enacted to improve election administration;

WHEREAS, the California Secretary of State ("SOS") has been delegated the responsibility for the distribution of HAVA funding and oversight over HAVA-funded projects in California;

WHEREAS, additional HAVA and State funding of $1,464,671 has been made available to the County of Santa Clara to cover implementation expenses of the Voter's Choice Act related to modernizing voting equipment and infrastructure; advertising, printing, translation, and design of education and outreach materials; and purchase of mobile vote centers; and,

WHEREAS, because of the deadlines for grant applications that the SOS often imposes, delegation of authority is necessary in order to permit the County of Santa Clara to successfully apply for and accept HAVA and State funds.

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Resolution Delegating Authority regarding Amended Voting System Modernization Grant

Page 1 of 2
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Clara, State of California, that the County Executive, or designee, shall be delegated authority to negotiate, execute, amend, or terminate all documents related to applying for and accepting HAVA and State Grants with the California Secretary of State in an amount not to exceed $1,464,671 for period April 7, 2020 through December 30, 2020, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ______________________, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

DOUGLAS M. PRESS
Assistant County Counsel
DATE: April 7, 2020  
TO: Board of Supervisors  
FROM: Shannon Bushey, Registrar of Voters  
SUBJECT: Transfer of Funds to Support New Technologies  

RECOMMENDED ACTION  
Approve Request for Appropriation Modification No. 182 - $1,800,000 transferring funds within the Registrar of Voters budget, relating to the implementation of electronic pollbooks.  

FISCAL IMPLICATIONS  
The funds are already available in ROV’s equipment budget line item. Funds are being reclassified to the services and supplies line item as non-capitalized, low value assets.  

REASONS FOR RECOMMENDATION  
ROV concluded a request for proposals for Knowink electronic pollbooks and the agreement was signed on August 30, 2019. ROV is seeking re-appropriations for electronic pollbooks of $1,800,000 as broken down below:

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services and Supplies</td>
<td>$1,367,750</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$422,250</td>
</tr>
<tr>
<td>Specialized and Professional Services</td>
<td>$10,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>($1,800,000)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

CHILD IMPACT  
This action will have no/neutral impact on children.

SENIOR IMPACT  
This action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS  
This action will have no/neutral sustainability implications.

BACKGROUND  
Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian  
County Executive: Jeffrey V. Smith
As part of the Fiscal Year 2015-2016 budget process, the Board of Supervisors approved a total of $2,650,000 in funding for the purchase of electronic poll book software and equipment. The total amount included $2,500,000 in one-time funding, as well as $150,000 in ongoing funding. The $2,500,000 in one-time funds had been rolled over for 2016-2017, 2017-2018, and again for 2018-2019.

**CONSEQUENCES OF NEGATIVE ACTION**

Without the appropriation modification, ROV would not be able to pay the vendor for the electronic pollbooks.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board of Supervisors shall notify Shannon Bushey and Vanessa Hamm in the Office of the Registrar of Voters.

**ATTACHMENTS:**

- #182 - Reclassify GLA 1305000 to other GLAs  (PDF)
## County Of Santa Clara
### Request For Appropriation Modification
**Fiscal Year = 2020**

<table>
<thead>
<tr>
<th>Line</th>
<th>Fund</th>
<th>Budget Unit</th>
<th>Cost Center</th>
<th>CI</th>
<th>Description</th>
<th>Job Code</th>
<th>Funded Program</th>
<th>CMB Revenues</th>
<th>CMB Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0001</td>
<td>0140</td>
<td>5600</td>
<td>1305000</td>
<td>Equipment &amp; Furniture</td>
<td></td>
<td></td>
<td>(1,800,000.00)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>0001</td>
<td>0140</td>
<td>5605</td>
<td>5230400</td>
<td>Maintenance - Equipment-Other</td>
<td></td>
<td></td>
<td></td>
<td>422,250.00</td>
</tr>
<tr>
<td>3</td>
<td>0001</td>
<td>0140</td>
<td>5605</td>
<td>5255100</td>
<td>Professional and Specialized Services</td>
<td></td>
<td></td>
<td></td>
<td>10,000.00</td>
</tr>
<tr>
<td>4</td>
<td>0001</td>
<td>0140</td>
<td>5605</td>
<td>5350400</td>
<td>SVS and Supplies - Other</td>
<td></td>
<td></td>
<td></td>
<td>1,367,750.00</td>
</tr>
</tbody>
</table>

**Transfer (From) To Fund Balance:** 0.00

**Grand Total:** 0.00 0.00

Form ID# Included:

24526,
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Gregory G. Iturria, County Budget Director
SUBJECT: Status Report: Board Referrals

RECOMMENDED ACTION
Receive monthly status report on items referred to Administration.

CHILD IMPACT
The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
The attached matrix has been devised to reflect key information in a summary form so Board members can determine the status of a requested item quickly from month to month. The attached matrix includes the following information:
1. Date of Referral.
2. Meeting the Referral was Issued.
3. Agenda Item at the Time of Referral.
4. Board Member Referring the Item.
5. Department Developing the Response to the Referral.
6. Number Assigned to the Referral Item.
7. A Brief Description of the Referral Item.
8. The Status of the Referral Item.
ATTACHMENTS:

- BOSMatrix 4-7-2020 (PDF)
<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/17/2019</td>
<td>BOS</td>
<td>25</td>
<td>Supervisor Chavez</td>
<td>Behavioral Health Services Department</td>
<td>12172019.25.11c</td>
<td>Report to the Board of Supervisors on date uncertain relating to the diagnostic center and efforts to develop the relationship between educational institutions and the services for children up to eight years of age.</td>
<td>Due Date: Uncertain Status: The item will be addressed with the Diagnostic Center legislative file is delayed to 90 days, June 23, 2020.</td>
</tr>
<tr>
<td>2/25/2020</td>
<td>BOS</td>
<td>12</td>
<td>Supervisor Cortese</td>
<td>Clerk of the Board</td>
<td>02252020.12.3</td>
<td>Report to the Finance and Government Operations Committee at the June 2020 meeting and recurring every six months thereafter, relating to the advisory board and commissions currently experiencing difficulties achieving quorum, and potential solutions.</td>
<td>Due Date: June 2020 (FGOC) Status: In progress - Item is delayed by 90 days.</td>
</tr>
<tr>
<td>11/7/2017</td>
<td>BOS</td>
<td>18</td>
<td>Supervisor Simitian</td>
<td>Consumer and Environmental Protection Agency</td>
<td>11072017.18.6</td>
<td>Report to the Board of Supervisors in three years relating to analysis of complaints received, including those that are subsequently determined to be municipal in nature relating to Ordinance No. NS-300.911 (Beekeeping).</td>
<td>Due Date: Status: The item will be targeted for a November 2020 BOS meeting.</td>
</tr>
<tr>
<td>12/17/2019</td>
<td>BOS</td>
<td>31</td>
<td>Supervisor Chavez</td>
<td>County Counsel Clerk of the Board</td>
<td>12172019.31.17</td>
<td>Report to the Board of Supervisors after the second year of the OIR contract regarding effectiveness so that the Board can assess whether the County should manage OCLEM with internal staff or continue with a contract partnership.</td>
<td>Due Date: After second year of contract Status: ongoing</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
<td>Information Requested</td>
<td>Action/Status</td>
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</tr>
<tr>
<td>8/13/2019</td>
<td>BOS</td>
<td>14</td>
<td>Supervisor Cortese</td>
<td>County Counsel Social Services Agency</td>
<td>08132019.14.4</td>
<td>To report the Children Seniors and Families Committee, with options for implementing a basic income pilot program under which young people transitioning out of foster care system would receive unconditional cash payments. To evaluate the inclusion of an experimental evaluation of the impact of the pilot program by using a test group and control group to measure and compare outcomes, and to identify potential partnerships and public and private funding mechanisms.</td>
<td>Due Date: October 8, 2019 Status: Item was presented at the December CSFC meeting and is targeted for the April 21, 2020 BOS Agenda.</td>
</tr>
<tr>
<td>12/5/2017</td>
<td>BOS</td>
<td>18</td>
<td>Supervisor Cortese</td>
<td>County Counsel</td>
<td>12052017.18.2</td>
<td>Draft clarifying amendments to the Rules of the Board and Board Policy on the Board referral process relating to protecting attorney - client privilege.</td>
<td>Due Date - 1/23/18 - County Counsel will prepare report back during calendar year 2020.</td>
</tr>
</tbody>
</table>

Attachment: BOSMatrix 4-7-2020 (100957 : Status Report: Board Referrals)
<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
<th>Cross Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/28/2020</td>
<td>BOS</td>
<td>11</td>
<td>Supervisor Cortese</td>
<td>County Counsel</td>
<td>01282020.11.2a</td>
<td>Report to Board of Supervisors on date uncertain with a Resolution to establish an Unhoused Task Force, of unspecified community leaders with representatives from city and county offices, the Santa Clara County Cities Association, the local homeless population, representatives from business, labor, and experts on housing and homelessness charged with identifying and contributing to feasible short-term opportunities to address homelessness in the County with a focus on emergency shelter and transitional housing solutions.</td>
<td>Due Date: Uncertain Status: Item is delayed to 90 days</td>
<td></td>
</tr>
<tr>
<td>11/5/2019</td>
<td>BOS</td>
<td>13</td>
<td>Supervisor Chavez</td>
<td>County Counsel County Executive</td>
<td>11052019.13.4</td>
<td>Report to the Board of Supervisors with options for consideration relating to a Land Use Compact with San Mateo County jurisdictions.</td>
<td>Due Date: Date uncertain Status: Off agenda report will be issued.</td>
<td>2019-239</td>
</tr>
<tr>
<td>10/8/2019</td>
<td>BOS</td>
<td>24</td>
<td>Supervisor Simitian</td>
<td>County Executive - Office of Supportive Housing OBA</td>
<td>10082019.24.8</td>
<td>Reallocate funds to the Wilton Court (Palo Alto), project in the event that funds are not fully drawn for the 2330 Monroe (Santa Clara) and Block 15 (Sunnyvale) projects; and, further directed Administration to identify in the current budget process funding sources for the second tranche of funding to occur in Fiscal Year 2020-2021.</td>
<td>Due Date: Status: Item to be delayed by 90 days. There is additional funding from the City of Palo Alto.</td>
<td></td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
<td>Information Requested</td>
<td>Action/Status</td>
<td>Cross Reference</td>
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</tr>
<tr>
<td>3/12/2019</td>
<td>BOS</td>
<td>24</td>
<td>Supervisor Simitian</td>
<td>County Executive - Office of Supportive Housing</td>
<td>03122019.24.5</td>
<td>Report annually to the Housing, Land, Use, Environment, and Transportation Committee every February relating to program implementation of affordable housing for ELI and VLI persons with intellectual or developmental disabilities.</td>
<td>Due Date: February 2020 Status: Item will be delayed by 90 days.</td>
<td></td>
</tr>
<tr>
<td>3/19/2019</td>
<td>BOS</td>
<td>8</td>
<td>Supervisor Chavez</td>
<td>County Executive - Office of Supportive Housing</td>
<td>03192019.8.1b</td>
<td>Report to the Board of Supervisors on a date uncertain relating to the possibility of a program that can assist with first and last month’s rent and credit guarantees for the segment of population that are unhoused, working, rebuilding their credit, and require housing assistance but not a voucher. (RE: Year Round Operations at Sunnyvale Shelter)</td>
<td>Due Date: May 5, 2019 Status: An off agenda report to be distributed</td>
<td>2019-044</td>
</tr>
<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>28</td>
<td>Supervisor Simitian</td>
<td>County Executive - Office of Sustainability</td>
<td>02112020.28.12</td>
<td>Contact Canopy, explore the potential for additional funding opportunities, and provide an off-agenda report to the Board of Supervisors on date uncertain relating to the amount determined.</td>
<td>Due Date: Uncertain Status: An off agenda report to be issued by beginning of April 2020. (The off agenda report is targeted for the first week of April)</td>
<td></td>
</tr>
<tr>
<td>1/14/2020</td>
<td>BOS</td>
<td>52</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>01142020.52.5</td>
<td>Report to the Board of Supervisors on date uncertain relating to the preservation of the historic neon sign for the Western Motel located at 2250 El Camino Real, Santa Clara.</td>
<td>Due Date: Uncertain Status: Off agenda report is deferred to 90 days (mid June 2020)</td>
<td></td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
<td>Information Requested</td>
<td>Action/Status</td>
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<tr>
<td>10/22/2019</td>
<td>BOS</td>
<td>18</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>10222019.18.4</td>
<td>Report to the Board of Supervisors as part of the first year evaluation of the Universal Access Pilot Program, relating to proposed investment strategies and long term funding; identifying when the program achieves scale in providing services in addition to quality childcare; and, dosage costs and outcomes.</td>
<td>Due Date: Date uncertain Status: An off agenda report with update will be issued</td>
<td>2019-222</td>
</tr>
<tr>
<td>9/10/2019</td>
<td>BOS</td>
<td>16</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>09102019.16.3</td>
<td>Report to the Board of Supervisors on date uncertain with options for consideration relating to convening a regional Hate Crimes Task Force including the City of San Jose and other jurisdictions, to develop recommendations to address hate and violence incited by hate speech in the community, employ existing State and Federal law to protect women from hate crimes, and assess the need for new policies or legislation, examine the pathology of hate crimes to develop methods and policies to address hate crime early, develop recommendations regarding investments in law enforcement intelligence to combat the illegal gun trade, and monitor the proliferation of hate speech, recommendations regarding school-based programs to promote change in the community; and, revisit the referral from CSFC following the January 31, 2017 hearing on hate crimes.</td>
<td>Due Date: Date uncertain Status: The item will be deferred by 90 days.</td>
<td>2019-180</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
<td>Information Requested</td>
<td>Action/Status</td>
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</tr>
<tr>
<td>3/10/2020</td>
<td>BOS</td>
<td>24</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>03102020.23.3</td>
<td>Report to the Board of Supervisors on March 24, 2020 regarding the progress made to date by the Office of Labor Standards Enforcement and the Office of Countywide Management on the identification of potential and current County contractors with outstanding final judgments.</td>
<td>Due Date: March 24, 2020 Status: The item will be an off agenda report, which is in progress.</td>
<td></td>
</tr>
<tr>
<td>12/17/2020</td>
<td>BOS</td>
<td>23</td>
<td>Supervisor Chavez, Supervisor Simitian</td>
<td>County Executive</td>
<td>12172019.23.10</td>
<td>Provide financial framework for Board of Supervisors consideration through FGOC by April 2020, to evaluate the long term financial opportunities that FMC provides, including a mechanism to meet targets applied toward undeveloped parts of the project, public land, and fair components. This is to include a recommended operational plan clarifying the timeline of when Administration proposes that the Board consider projects under development.</td>
<td>Due Date: Due to FGOC by April 2020 Status: Item is delayed by 90 days.</td>
<td></td>
</tr>
<tr>
<td>8/27/2019</td>
<td>BOS</td>
<td>19</td>
<td>Supervisor Ellenberg</td>
<td>County Executive</td>
<td>0822019.19.3</td>
<td>To provide an annual report to the Board of Supervisors relating to the amount of money the County as a whole, each County department, and each Supervisorial District spends on sponsorships.</td>
<td>Due Date: Annual Status: Administration is targeting a report back in August 2020 with report from 8/1/2019- 7/31/2020.</td>
<td></td>
</tr>
</tbody>
</table>

*EP 9/30/2019 After first report in August 2020, mark complete since this will be a recurring report out.*
<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/10/2020</td>
<td>BOS</td>
<td>25</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>03242020.25.4</td>
<td>Report to the Board of Supervisors on March 24, 2020 with options for consideration relating to sponsoring San Jose/Silicon Valley National Association for the Advancement of Colored People (NAACP) 68th Annual Freedom Awards Gala in the amount of $1,650.</td>
<td>Due Date: March 24, 2020 Status: Complete, item is scheduled for the March 24, 2020 BOS Agenda.</td>
</tr>
<tr>
<td>3/10/2020</td>
<td>BOS</td>
<td>26</td>
<td>Supervisor Ellenberg</td>
<td>County Executive</td>
<td>03102020.26.5</td>
<td>Report to the Board of Supervisors on March 24, 2020 with options for consideration relating to sponsoring the Annual Ethiopian Health Awareness Conference on April 3, 2020 in the amount of $2,990.</td>
<td>Due Date: March 24, 2020 Status: Complete, item is scheduled on the March 24, 2020 BOS Agenda.</td>
</tr>
<tr>
<td>5/21/2019</td>
<td>BOS</td>
<td>20</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>05012019.20.10a</td>
<td>Report to the Board of Supervisors on date uncertain relating to a workplan for school district outreach and tools that can be offered to school districts regarding affordable housing.</td>
<td>Due Date: August 13, 2019 Status: An off agenda report will be issued.</td>
</tr>
<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>18</td>
<td>Supervisor Wasserman</td>
<td>County Executive</td>
<td>02112020.18.a</td>
<td>Report to the Board of Supervisors to research regarding possible sources for matching funds for the pilot program to provide supplemental funding to school districts that participate in universal meal programs to reduce food insecurity among students.</td>
<td>Due Date: Uncertain Status: Item is deferred by 90 days.</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
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<tr>
<td>6/4/2019</td>
<td>BOS</td>
<td>18</td>
<td>Supervisor Ellenberg</td>
<td>County Executive</td>
<td>06042019.18.7</td>
<td>Report to the Board of Supervisors for consideration on the feasibility, costs and actions associated with developing a county-wide surveillance camera rebate program and expanding local camera registries. The program is to be limited to residences and businesses in unincorporated Santa Clara County; and to recommend potential rebate amounts in lieu of the amounts currently stated. To consider potential overuse, misuse and misapplication of surveillance technology under the program; the potential effect of widespread camera use on public speech or behavior; the potential of profiling; issues relating to the integration of information with the 15 cities and towns in the County, including policies relating to use of information; use of County funds for private property that is connected to law enforcement in 15 jurisdictions; and whether the use of public funds for the program and the program itself are subject to County Surveillance Ordinance.</td>
<td>Due Date: 8/13/2019 Status: Item is deferred by 90 days</td>
</tr>
<tr>
<td>12/17/2019</td>
<td>BOS</td>
<td>29</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>12172019.29.14</td>
<td>Provide an off agenda report to the Board of Supervisors within six months relating to a final work plan and recommendations regarding implementation efforts on placements for High Needs Women leaving the County Jails.</td>
<td>Due Date: Within 6 months Status: Item is deferred by 90 days</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
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<tr>
<td>10/8/2019</td>
<td>BOS</td>
<td>10</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>10082019.10.1a</td>
<td>Report to the Board of Supervisors on the potential development of a Heritage Concourse of local historic neon signs at the Fairgrounds event space; and directed Administration, in coordination with FMC, to report to the Board of Supervisors in date uncertain relating to potential development of a Heritage Concourse of local historic neon signs at the Fairgrounds event space.</td>
<td>Date uncertain</td>
</tr>
<tr>
<td>1/28/2020</td>
<td>BOS</td>
<td>15</td>
<td>Supervisor Simitian</td>
<td>County Executive</td>
<td>01282020.15.5</td>
<td>Report to the Board of Supervisors no later than first meeting in April 2020, with recommendations for the expenditure of the Recreation Mitigation Fund, including a $1.5 million allocation for the City of Palo Alto to be used to mitigate cost increases associated with the Adobe Creek/Highway 101 Overcrossing project; the remainder of funds to be allocated to projects in San Mateo County, identified by staff working with leaders from the County of San Mateo and the cities in the southern part of San Mateo County most impacted by development undertaken by the University, including Menlo Park and East Palo Alto.</td>
<td>No later than April 7, 2020</td>
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<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
<th>Cross Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>17</td>
<td>Supervisor Ellenberg</td>
<td>County Executive</td>
<td>02112020.17.a</td>
<td>Report to the Board of Supervisors in May 2020 with options for consideration relating to providing ongoing funding for the continuation and expansion of the Special Olympics Northern California Unified Champion Schools and Community Sports programs, starting with the FY 2020-21 recommended budget.</td>
<td>Due Date: May 2020 Status: Item deferred by 90 days</td>
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<td>Complete</td>
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<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>15</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>02112020.15.5a</td>
<td>Report to the Board of Supervisors on March 10, 2020 relating to the status of the Administration's work on website and social media channels branding efforts.</td>
<td>Due Date: Uncertain Status: Item in progress.</td>
<td></td>
</tr>
<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>15</td>
<td>Supervisor Chavez</td>
<td>County Executive</td>
<td>02112020.15.5</td>
<td>Report to the Board of Supervisors on March 10, 2020 relating to the status of the Administration's work on a new County logo and County branding efforts including adoption of a branding management structure.</td>
<td>Due Date: Uncertain Status: Item in progress.</td>
<td></td>
</tr>
<tr>
<td>10/22/2019</td>
<td>BOS</td>
<td>25</td>
<td>Supervisor Simitian</td>
<td>County Executive</td>
<td>10222019.25.6</td>
<td>Report to the Board of Supervisors within six months relating to the current state of facial recognition and biometric surveillance. (Dash Cam System)</td>
<td>Due Date: April 2020 Status: Item deferred by 90 days.</td>
<td>2019-225</td>
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11/25/2019: Changed to SO, topic will be included in SO annual reports.
**STATUS REPORT ON REFERRALS FOR REQUESTED INFORMATION MARCH 10, 2020**

<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
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</thead>
<tbody>
<tr>
<td>2/25/2020</td>
<td>BOS</td>
<td>16</td>
<td>Supervisor Cortese</td>
<td>County Executive County Counsel</td>
<td>02112020.16.a</td>
<td>Report to the Board of Supervisors with options for consideration relating to the continuation of the countywide Student Work Study Program for eligible students from participating schools in Santa Clara County, including but not limited to Cristo Rey San Jose within 30 days</td>
<td>Due Date: March 24, 2020 Status: Item deferred by 90 days</td>
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<tr>
<td>Referral Date</td>
<td>Meeting</td>
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<td>Department</td>
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| 10/22/2019   | BOS     | 10     | Supervisor Cortese | County Executive   | 10222019.11.1 | Report to the Board of Supervisors within 90 days, through Children, Seniors, and Families Committee, with options for consideration relating to the expansion of recruitment and retention efforts for transgender, gender-nonconforming, nonbinary, and gender diverse employees, applicants and contractors, giving specific recommendations and prioritization to recruitment and retention efforts for transgender women. County Counsel is to provide input ensuring the response is consistent with equal opportunity employment obligations. To report to the Board of Supervisors relating to a survey of County departments and agencies that participated in the June 15, 2019 County of Santa Clara Transgender Job Fair, including the number of job applications received, the current status of job applications, and number of people from the Fair. To report on opportunities to train Employee Services Agency staff and hiring managers in all County departments to create more inclusive working environments. | Due Date: January 2020  
Status: Item is deferred by 90 days. | 2019-220 |         |

Due Date: January 2020  
Status: Item is deferred by 90 days.
<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
<th>Cross Reference</th>
<th>Complete</th>
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</thead>
<tbody>
<tr>
<td>5/21/2019</td>
<td>BOS</td>
<td>20</td>
<td>Supervisor Wasserman</td>
<td>County Executive Office of Supportive Housing</td>
<td>05212019.20.10b</td>
<td>Report to the Board of Supervisors on date uncertain relating to affordable housing efforts of school districts to benefit themselves and their employees.</td>
<td>Due Date: August 13, 2019 Status: Off agenda report will be issued</td>
<td>2019-101</td>
<td>false</td>
</tr>
<tr>
<td>12/15/2015</td>
<td>BOS</td>
<td>94</td>
<td>Supervisor Chavez</td>
<td>County Executive Office of Supportive Housing Contact - Ky Le</td>
<td>12152015.27.9c</td>
<td>Evaluate current funding to determine where there is an ability to reallocate funding within the system to address homelessness and housing needs; consider County investment in all residential treatment services in terms of County ownership of properties to ensure long term affordability and accessibility for service needs; consider adding the criminalization of homelessness to the Bail and Release Work Group work plan; and to have recommendations on implementation reviewed by the Office of LGBTQ Affairs, the Office of Women's Policy, and the Office of Cultural Competency before coming back to the Board.</td>
<td>Due Date: 12/12/17- 4/18/18 Status: An off agenda report will be issued.</td>
<td></td>
<td>false</td>
</tr>
<tr>
<td>12/15/2015</td>
<td>BOS</td>
<td>27</td>
<td>Supervisor Cortese</td>
<td>County Executive Office of Supportive Housing Contact - Ky Le Behavioral Health</td>
<td>12152015.27.9a</td>
<td>Consider possible realignment of residential care treatment for possible economies of scale.</td>
<td>Due Date: 2/09/16 -Targeting report to the Board on April 7, 2020. Status: Item is deferred by 90 days.</td>
<td></td>
<td>false</td>
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<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
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<tr>
<td>9/25/2018</td>
<td>BOS</td>
<td>13</td>
<td>Supervisor Yeager</td>
<td>County Executive Parks and Recreation Planning</td>
<td>09252018.13.3</td>
<td>Report to the Board of Supervisors with a cost estimate and plan for an inventory and historic evaluation of neon or lighted signs, an other pieces of roadside vernacular, that are of historic importance or interest in midtown San Jose and the adjacent areas of unincorporated Santa Clara County using District Four's one-time historic grant program funds.</td>
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<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>19</td>
<td>Supervisor Simitian</td>
<td>Department of Planning and Development</td>
<td>02112020.19.9</td>
<td>Move forward with specified items related to implementation or update of the Stanford Community Plan (part of the County's General Plan, now being update) and 1985 Land Use Agreement.</td>
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<tr>
<td>3/10/2020</td>
<td>BOS</td>
<td>10</td>
<td>Supervisor Chavez</td>
<td>Department of Planning and Development</td>
<td>03102020.10.1</td>
<td>Report to the Board of Supervisors in one month relating to options for consideration regarding an emergency Ordinance permitting non-motorized recreational vehicles as housing in the unincorporated areas of the County and include screening or fencing requirements.</td>
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**Due Date:** Uncertain

**Status:** Item is deferred by 90 days.

**Due Date:** Uncertain

**Status:** In progress

**Due Date:** Date uncertain

**Status:** An off agenda report is being developed, with a target distribution date of May/June 2020.
<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
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<tbody>
<tr>
<td>2/25/2020</td>
<td>BOS</td>
<td>24</td>
<td>Supervisor Simitian</td>
<td>District Attorney</td>
<td>02252020.24.7</td>
<td>Provide an off agenda report to the Board of Supervisors on date uncertain relating to Countywide gun crime statistics outside of the City of San Jose, including subsequent impact measurements. The report should included data from the Behavioral Health Services Department relating to suicides by gun.</td>
<td>Due Date: Item is deferred until Status: An off agenda report will be issued by mid April.</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
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<td>Department</td>
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<td>Information Requested</td>
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<td>3/10/2020</td>
<td>BOS</td>
<td>27</td>
<td>Supervisor Chavez, Supervisor Ellenberg</td>
<td>Employee Services Agency County Executive</td>
<td>03102020.27.5</td>
<td>Report to the Board of Supervisors no later April 21, 2020 with necessary actions to engage an external expert through County Counsel to evaluate the current recruitment and hiring functions, to evaluate progress to date on improving these functions, and to provide the Board of Supervisors with independent reports and recommendations to further improve the efficiency and effectiveness of these functions; to provide actions necessary to quickly implement the three recommendations based on those in the Management Audit: to move the review of minimum qualifications from the beginning of the recruitment process to the point in the process after the pool of candidates has been decreased to the top five to ten candidates for selected pilot departments, increase staffing and other resources dedicated to non-executive recruitment and hiring functions, and track and report progress by immediately developing and administering a simple survey after every recruitment; and expand the posting of Executive Recruitments as open rather than promotional recruitments.</td>
<td>Due Date: On or before April 21, 2020  Status: Item is deferred 90 days.</td>
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<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
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<td>9/10/2019</td>
<td>BOS</td>
<td>27</td>
<td>Supervisor Chavez</td>
<td>Facilities and Fleet County Executive</td>
<td>102292019.23.9</td>
<td>Report to the Board of Supervisors through Public Safety and Justice Committee relating to the availability of space for programs offered at Elmwood Correctional Complex as part of the Service Model and Operational Planning Plan.</td>
<td>Due Date: Uncertain Status: Targeted for the Summer 2020 PSJC. 2019-188</td>
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<tr>
<td>12/10/2019</td>
<td>BOS</td>
<td>18</td>
<td>Supervisor Chavez</td>
<td>Health and Hospital System</td>
<td>12102019.18.8</td>
<td>Report to the Board of Supervisors prior to March 31, 2020 relating to the financial stability and health of the MayView Clinic.</td>
<td>Due Date: By March 31, 2020 Status: Item is deferred by 90 days. Off-agenda report to be issued.</td>
</tr>
<tr>
<td>12/17/2019</td>
<td>BOS</td>
<td>9</td>
<td>Supervisor Ellenberg</td>
<td>Health and Hospital System</td>
<td>12172019.9.1</td>
<td>Provide an off agenda report to the Board of Supervisors on date uncertain relating to opportunities to expedite the readiness of the medical respite site on the Valley Medical Center campus.</td>
<td>Due Date: Uncertain Status: Off-agenda report is deferred by 90 days.</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
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<td>1/28/2020</td>
<td>BOS</td>
<td>14</td>
<td>Supervisor Simitian</td>
<td>Health and Hospital System</td>
<td>01282020.14.4</td>
<td>Report to the Health and Hospital Committee in March 2020 relating to options for a program to subsidize the costs of insulin, epinephrine, auto-injectors, and asthma inhalers for County residents, and to distribute these medications through Valley Medical Center, Better Health Pharmacy, and other partners.</td>
<td>Due Date: March 2020 (HHC) Status: April 2020 HHC</td>
</tr>
<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>27</td>
<td>Supervisor Chavez</td>
<td>Health and Hospital System</td>
<td>02112020.27.11</td>
<td>Report to the Board of Supervisors in March 2020 relating to a work plan for the completion of the Custody Health Department staffing study, the scope of which should include domestic and international jurisdictions; and, information regarding academic expert opinions and analysis of behavioral and medical service in jails as compared to the broader VMC system.</td>
<td>Due Date: March 2020 Status: Item is deferred by 90 days</td>
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<tr>
<td>5/25/2020</td>
<td>BOS</td>
<td>9</td>
<td>Supervisor Chavez</td>
<td>Health and Hospital System</td>
<td>02252020.10.1</td>
<td>Report to the Board of Supervisors on April 21, 2020 with options for consideration relating to ensuring that every hospital in Santa Clara County, especially Valley Medical Center, O'Connor Hospital and St. Louise Regional Hospital, develops and implements guidelines and workflows that support Sexual Assault Forensic Exam (SAFE) Program Loss of Awareness or Consciousness Protocol used for known or suspected Drug Facilitated Sexual Assault.</td>
<td>Due Date: April 21, 2020 Status: Item is deferred by 90 days</td>
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<tr>
<td>Referral Date</td>
<td>Meeting</td>
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<td>Board Member</td>
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<td>2/11/2020</td>
<td>BOS</td>
<td>13</td>
<td>Supervisor Simitian Supervisor Chavez</td>
<td>Office of Supportive Housing</td>
<td>02112020.13.3</td>
<td>Report to the Board of Supervisors with options for consideration relating to building affordable housing, including housing for extremely low and very low income persons with developmental disabilities, on the County owned site at 525 East Charleston Road, Palo Alto. Report to include information relating to a possible Request for Proposals or collaboration with current land developers to expedite the process; and, information relating to density.</td>
<td>Due Date: Date uncertain. Status: Item is deferred by 90 days.</td>
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<tr>
<td>9/10/2019</td>
<td>BOS</td>
<td>38</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing</td>
<td>09102019.31.10</td>
<td>Report to the Board of Supervisors in Spring 2020 relating to estimates regarding all revenue and investment sources available to support ongoing affordable housing efforts for extremely low income and very low income households. (Housing Bonds)</td>
<td>Due Date: Spring 2020. Status: Item is deferred by 90 days.</td>
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<tr>
<td>Referral Date</td>
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<tr>
<td>10/22/2019</td>
<td>BOS</td>
<td>20</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing</td>
<td>10222019.20.5</td>
<td>Report to the Board of Supervisors in December 2019 relating to recommendations from the Housing Trust of Silicon Valley (HTSV) regarding the restructuring of the 2016 Measure A First-Time Homebuyer Program to make it more accessible to the public, including options to more easily satisfy the program; support for applicants by helping them navigate through the homebuying process to reduce frustration and challenges; any other helpful recommendations from HRSV; and, feedback relating to plans for the second installment of $25 million of Measure A bond funds to support home ownership and reinvestment of money into Hoembuyer Program, including any challenges that arise and reasons why they occurred.</td>
<td>Due Date: December 2019</td>
</tr>
<tr>
<td>11/5/2019</td>
<td>BOS</td>
<td>12</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing</td>
<td>11052019.12.3</td>
<td>Report to the Board of Supervisors with options for consideration relating to collaboration with San Jose Unified School District on affordable housing.</td>
<td>Due Date: Date uncertain</td>
</tr>
<tr>
<td>1/14/2020</td>
<td>BOS</td>
<td>13</td>
<td>Supervisor Simitian</td>
<td>Office of Supportive Housing</td>
<td>01142020.14.3</td>
<td>Expand efforts to support safe parking programs, including County rental of safe parking lots.</td>
<td>Due Date: Uncertain</td>
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<tr>
<td>Referral Date</td>
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<tr>
<td>1/28/2020</td>
<td>BOS</td>
<td>11</td>
<td>Supervisor Cortese</td>
<td>Office of Supportive Housing</td>
<td>01282020.11.2</td>
<td>Recommendations relating to the creation of the Homelessness Task Force and Action Plan. Report to the Board of Supervisors on March 24, 2020 relating to options from recommendations made by the Santa Clara County Community Summit on Homelessness. A plan for providing an additional 2,000 individual shelter beds in next 12-18 months, with at least 200 beds per Supervisory District. Leverage Governor Newsom's Executive Order N-23-20 and 2020-21 state budget investments on homelessness crisis, provide options for using state identified surplus land, trailers, and tent structures for usage as temporary shelter, as well as local community and agency owned surplus and non-surplus land. Provide a list of operating homeless shelters in the County, including emergency shelters, shelter bed equivalents, navigation centers, cold weather shelters, day shelters and transitional housing and the geographical distribution by Supervisory District. Provide description of operations, owner, administrator, capacity of occupancy, programs and services offered, and number residents served/identification of unique and disproportionate impact of homelessness crises on senior residents of the County.</td>
<td>Due Date: March 24, 2020 Status: A request for extension to be issued, with an off agenda report to follow at future date.</td>
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<tr>
<td>Referral Date</td>
<td>Meeting</td>
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<td>3/10/2020</td>
<td>BOS</td>
<td>22</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing</td>
<td>03102020.22.2</td>
<td>Report to the Board of Supervisors by April 21, 2020 with options for consideration relating to acceleration of Measure A housing development.</td>
<td>Due Date: May 5, 2020 Status: Extension will be requested</td>
</tr>
<tr>
<td>5/25/2020</td>
<td>BOS</td>
<td>15</td>
<td>Supervisor Cortese</td>
<td>Office of Supportive Housing</td>
<td>05252020.15.6</td>
<td>Report to the Board of Supervisors through Finance and Government Operations Committee at its March 2020 meeting relating to the one-time budget augmentation of $70,000 to the Office of Supportive Housing for the Amigos De Guadalupe Posada Project - Silicon Valley site.</td>
<td>Due Date: Response to go to FGOC March 2020, then to BOS Status: Item is scheduled for the April 7, 2020 BOS Agenda.</td>
</tr>
<tr>
<td>12/17/2019</td>
<td>BOS</td>
<td>24</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing Facilities and Fleet</td>
<td>12172019.24.11</td>
<td>Pursue the proposed option to develop the maximum housing on the site above the new HUB; collaborate with non-profit providers and foster youth that are active in the current HUB program to receive input on the housing mix and associated financing; and report to the BOS with recommendations clarifying the proposed resident population and operational support.</td>
<td>Due Date: Uncertain Status: Item is deferred by 90 days. Assigned Departments are gathering information to submit a preliminary application to the City of San Jose, performing due diligence for the environmental impact analysis, and working on the RFP for a pool of qualified developers for innovative construction/developments.</td>
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<td>Referral Date</td>
<td>Meeting</td>
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<tr>
<td>1/14/2020</td>
<td>BOS</td>
<td>26</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing Facilities and Fleet</td>
<td>01142020.26.4</td>
<td>Engage and obtain comments from surrounding neighborhoods relating to proposed housing options for future Board consideration before completion of the former City Hall feasibility study; and, to evaluate multi-bedroom unit housing for victims of domestic violence under the existing permanent support housing framework, including consideration of the Mission street location.</td>
<td>Due Date: April 2020 Status: Item is deferred by 90 days. Item is targeted for April 21, 2020. The Office of Supportive Housing is working to convene meetings with key providers and stakeholders. These discussions will help inform timing to address the other components of the referral. The item is targeted for April BOS Agenda.</td>
</tr>
<tr>
<td>11/19/2019</td>
<td>BOS</td>
<td>23</td>
<td>Supervisor Chavez</td>
<td>Office of Supportive Housing Social Services Agency</td>
<td>11192019.23.9</td>
<td>Report to the Board of Supervisors in early January 2020 with recommendations for consideration relating to transferring responsibility and resources for housing transitional age youth from the Department of Family and Children's Services - SSA to Office of Supportive Housing. Clarify whether the County has resource capacity to match the City of San Jose for funding rapid rehousing for qualified students, and the ability to expand the partnership with the SJSU Cares Division of Student Affairs to leverage Statewide funding resources. To collaborate with SJSU relating to funding the rapid rehousing program for qualified students a unified entity, and to ensure feedback from homeless youth to advise program development through collaborative partnerships.</td>
<td>Due Date: Early January 2020 Status: Item is deferred by 90 days.</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
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<tr>
<td>2/11/2020</td>
<td>BOS</td>
<td>25</td>
<td>Supervisor Ellenberg</td>
<td>Office of the County Executive</td>
<td>02112020.25.10</td>
<td>Begin employee survey process prior to the end of February 2020 and report to the Board of Supervisors no later than April 7, 2020 relating to implementation options, including recommendations regarding space availability at County facilities, and the feasibility of dedicated space at the County Government Center suitable for the care of infants up to 12 or 14 months old.</td>
<td>Due Date: April 7, 2020 - Deferred 90 Days (see below) Status: Report back targeted for second BOS Agenda in May 2020, or June 2020 BOS. Survey is under way, but delayed due to COVID-19, focus groups have been cancelled; consultant prohibited from travelling. FAF to assess the area related to availability of space at County facilities, this is to include County Government Center relating to infant care.</td>
</tr>
<tr>
<td>1/28/2020</td>
<td>BOS</td>
<td>8</td>
<td>Supervisor Chavez</td>
<td>Office of the County Executive Valley Homeless Healthcare Behavioral Health Services Department</td>
<td>01282020.8.1</td>
<td>Report to the Board of Supervisors on date uncertain relating to homeless wellness centers and leverage of associated resources.</td>
<td>Due Date: Uncertain Status: The off agenda report is deferred by 90 days.</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
<td>Department</td>
<td>Referral #</td>
<td>Information Requested</td>
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<tr>
<td>11/15/2015</td>
<td>BOS</td>
<td>13</td>
<td>Supervisor Cortese</td>
<td>Office of the District Attorney</td>
<td>11172015.13i.3</td>
<td>Board directed the Office of the County Executive to report to the Board on date uncertain relating to a cost recovery certification process (related to the Vehicle License Fee increase from $1 to $2). Board directed the Office of the County Executive to provide a report to the Board relating to an expenditure plan and privacy issues.</td>
<td>Complete</td>
</tr>
<tr>
<td>8/2/2019</td>
<td></td>
<td></td>
<td>Supervisor Simitian</td>
<td>Contact: Peter Jensen</td>
<td></td>
<td>An off agenda report will be done. The Office of the District Attorney will provide a report back through the PSJC Committee once the RATTF Board meets and approves a revised budget. 09/20/17 Per P. Jensen, the DA and Sheriff are working with the RATFF board to finalize budget. The Office of the District Attorney is awaiting information from the San Jose Police Department. 12/5/17 Per P. Jensen, waiting on SJPD spending plan for RATTF budget so the RATFF Board can finalize budget and afterward item will be put on PSJC. 8/2/2019 Per P. Jensen, the DA's Office is working with the Sheriff's Office on an off-agenda memo.</td>
<td>Complete</td>
</tr>
</tbody>
</table>

Future item 2015-134
### April 7, 2020 Board Meeting

**STATUS REPORT ON REFERRALS FOR REQUESTED INFORMATION MARCH 10, 2020**

<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item #</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
<th>Cross Reference</th>
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<tbody>
<tr>
<td>11/17/2015</td>
<td>BOS</td>
<td>13</td>
<td>Supervisor Wasserman</td>
<td>Office of the District Attorney</td>
<td>11172015.13ii.4</td>
<td>Board requested the District Attorney to provide the report through the Public Safety and Justice Committee. Jeffrey Rosen, District Attorney, informed the Board that he will provide a report in six months relating to staffing for the Regional Auto Theft Task Force.</td>
<td>An off agenda report will be issued. The Office of the District Attorney will provide a report back through the PSJC Committee once the RATTF Board meets and approves a revised budget.</td>
<td>2015-135</td>
</tr>
<tr>
<td>12/4/2018</td>
<td>BOS</td>
<td>33</td>
<td>Supervisor Wasserman</td>
<td>Planning and Development</td>
<td>12042018.33.11</td>
<td>Report to the Board of Supervisors on date uncertain relating to an amendment to the Community Preservation Ordinance to include the area known as New Almaden.</td>
<td>Due Date: Date uncertain Status: The department is targeting Spring 2020.</td>
<td>2019-227</td>
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</table>

**Future item 2015-135**
<table>
<thead>
<tr>
<th>Referral Date</th>
<th>Meeting</th>
<th>Item</th>
<th>Board Member</th>
<th>Department</th>
<th>Referral #</th>
<th>Information Requested</th>
<th>Action/Status</th>
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<tbody>
<tr>
<td>1/14/2020</td>
<td>BOS</td>
<td>24</td>
<td>Supervisor Chavez</td>
<td>Registrar of Voters</td>
<td>01142020.24.4</td>
<td>Report to the Finance and Government Operations Committee in June 2020 relating to lessons learned to date in the 2020 election process.</td>
<td>Due Date:June 2020 Status: Item is deferred by 90 days.</td>
</tr>
<tr>
<td>11/5/2019</td>
<td>BOS</td>
<td>21</td>
<td>Supervisor Chavez</td>
<td>Social Services Agency</td>
<td>11052019.21.9a</td>
<td>Report to the Board of Supervisors on date uncertain relating to the implications of the departure of the Children and Family Team Meeting Unit and the Dually Involved Youth Unit, from the Family Resource Center on King Road.</td>
<td>Date uncertain Status: An off agenda report issued on March 20, 2020.</td>
</tr>
<tr>
<td>11/5/2019</td>
<td>BOS</td>
<td>21</td>
<td>Supervisor Ellenberg</td>
<td>Social Services Agency</td>
<td>11052019.21.9b</td>
<td>Report to the Board of Supervisors on date uncertain relating to an implementation plan and timeline regarding the co-location of Department of Family and Children's Services social workers at FIRST 5 Santa Clara County Family Resource Center.</td>
<td>Date uncertain Status: An off agenda report issued March 20, 2020.</td>
</tr>
<tr>
<td>2/25/2020</td>
<td>BOS</td>
<td>11</td>
<td>Supervisor Chavez</td>
<td>Social Services Agency</td>
<td>02252020.11.2</td>
<td>Report to the Board of Supervisors on April 7, 2020 with options for consideration relating to expanding the Respite Care Program to include biological children, increasing the reimbursement rate to minimum wage, increasing the hours to 300 annually, and streamlining the reimbursement process.</td>
<td>Date: April 7, 2020 Status: Item is deferred by 90 days.</td>
</tr>
<tr>
<td>Referral Date</td>
<td>Meeting</td>
<td>Item #</td>
<td>Board Member</td>
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<tr>
<td>2/25/2020</td>
<td>BOS</td>
<td>14</td>
<td>Supervisor Cortese</td>
<td>Social Services Agency</td>
<td>02252020.14.5</td>
<td>Report to the Board of Supervisors relating to an amendment to the agreement with Viet Tu Te Charity relating to providing meal services increasing the maximum contract amount by $76,308 from $346,053 to $422,361.</td>
<td>Due Date: April 21, 2020 Status: Item is deferred by 90 days. The off agenda report is targeted for June 2020.</td>
</tr>
</tbody>
</table>
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Ky Le, Director, Office of Supportive Housing

SUBJECT: State of California COVID-19 Emergency Homeless Funding

RECOMMENDED ACTION

Consider recommendations relating to COVID-19 Emergency Homeless Funding from the State of California.

Possible action:

a. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a funding agreement or agreements with the State of California relating to COVID-19 Emergency Homeless Funding allocated to the County of Santa Clara, in an amount not to exceed $1,740,251 and a contract term that starts no earlier than April 7, 2020, and ends no later than June 30, 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2021.

b. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate a funding agreement or agreements with the State of California relating to COVID-19 Emergency Homeless Funding allocated to the Santa Clara County Continuum of Care, in an amount not to exceed $1,891,522 and a contract term that starts no earlier than April 7, 2020, and ends no later than June 30, 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2021.

FISCAL IMPLICATIONS

The recommended actions would have no impact on the County General Fund. The recommended actions would enable the County to receive approximately $3.6 million in grant revenue from the State of California’s COVID-19 Emergency Homeless Funding, a one-time block grant enabling local jurisdictions to address immediate needs of homeless individuals and families during the COVID-19 epidemic.
If awarded, the County would receive funds from two separate allocations. By formula, the State has allocated $1,740,251 to the County of Santa Clara, and $1,891,522 to the Santa Clara County Continuum of Care (CoC). The CoC’s funds are administered by the County, the Administrative Entity for the CoC. COVID-19 Emergency Homeless Funding grants do not have a matching requirement. The State would make funds available to the County in April 2020, disbursed as a single payment for each award. All grant funds must be encumbered by June 30, 2020.

**REASONS FOR RECOMMENDATION**

The recommended actions would allow the Administration to enter into agreements with the State to accept and expend emergency grant funds to assist in the local response to the COVID-19 outbreak and protect the health and safety of people experiencing homelessness. The Administration intends to use the funds for temporary shelter/housing and services and will return to the Board on April 21, 2020 to provide a more detailed spending plan and service agreements as needed.

*Reason for request of Delegation of Authority*

Although delegations of authority are discouraged except under certain circumstances, the requested delegations are necessary. The COVID-19 Emergency Funding is intended for vital investments into COVID-19 prevention and containment efforts and is available immediately. Additionally, the State has provided a short turnaround for the funding and has given the Administration 30 days to respond to the award notification and execute a standard agreement. The delegations of authority would allow the Administration to enter into agreements and receive the new funding swiftly.

**CHILD IMPACT**

The recommended action will have positive impact on children and youth who are experiencing or at-risk of homelessness.

**SENIOR IMPACT**

The recommended action will have positive impact on seniors who are experiencing or at-risk of homelessness.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

On March 16, 2020, the California State Legislature took emergency action and passed Senate Bill (SB) 89, providing $500 million immediately to assist in the response to the COVID-19 epidemic. The Governor signed SB 89 on March 17, 2020. The State has allocated $100 million in local grant awards to help protect the health and safety of people
experiencing homelessness. Specifically, the awards are intended for investments into COVID-19 prevention and containment efforts including, but not limited to, emergency shelter operations, shelter capacity, isolation capacity, street outreach, transportation, and staffing.

The State utilized allocation formulas from previously awarded Homeless Housing, Assistance, and Prevention (HHAP) program grants for the emergency awards. COVID-19 Emergency Homeless Funding is divided into three categories of eligible applicants: Counties, CoCs, and large cities (with populations over 300,000). The grant allocations are determined using a formula, based on the eligible applicant’s proportional share of the state’s total homeless population, based on the U.S. Department of Housing and Urban Development’s (HUD) official 2019 Point-in-Time count.

Like HHAP funds, the COVID-19 Emergency Homeless Funding is administered by the State’s Homeless Coordinating and Financing Council (HCFC). The Administration has submitted HHAP grant applications totaling approximately $22 million for the County and CoC allocations.

**CONSEQUENCES OF NEGATIVE ACTION**

If the delegations of authority are not approved, the Administration would return to the Board for approval to enter into an agreement with the State in order to access the COVID-19 Emergency Homeless Funding; however, any delays in submitting the application would result in delays in receiving funding.

**STEPS FOLLOWING APPROVAL**

Upon approval, please notify Ben Kong and Kathryn Kaminski in the Office of Supportive Housing via email. The Administration is requesting expedited processing by April 8, 2020, as the COVID-19 Emergency Funding grant application is due to the State by April 23, 2020.
DATE:        April 7, 2020

TO:          Board of Supervisors

FROM:        Ky Le, Director, Office of Supportive Housing

SUBJECT:     HUD CoC Program Grant Agreements

RECOMMENDED ACTION

Consider recommendations relating to U.S. Department of Housing and Urban Development Continuum of Care program grants.

Possible action:

a. Approve delegation of authority to the County Executive, or designee, to submit Grant Application to U.S. Department of Housing and Urban Development relating to grant funding for up to 25 Continuum of Care grants funding permanent supportive housing, rapid rehousing, joint transitional housing-rapid rehousing programs for people experiencing homelessness, as well as supportive housing system infrastructure, via the Notice of Funding Availability for the 2020 Continuum of Care Program Competition in an amount not to exceed $29,901,867 for one-year grants with varying grant periods that begin in 2021 and end in 2022. Delegation of authority shall expire on December 31, 2022.

b. Approve delegation of authority to the County Executive, or designee, to negotiate, execute, amend, or terminate up to 25 grant agreements with U.S. Department of Housing and Urban Development relating to renewal grant funding providing permanent supportive housing and rapid rehousing programs for people experiencing homelessness, as well as supportive housing system infrastructure, in a total amount not to exceed $31,594,105 or one-year contract terms that start on various dates in 2021, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on December 31, 2022.

FISCAL IMPLICATIONS

The recommended actions would enable the County to renew all of the grants awarded in The U.S Department of Housing and Urban Development’s (HUD) 2019 Notice of Funding Availability (NOFA) and submit applications for up to 25 renewal or new grants, including a
planning grant, in response to the 2020 NOFA. As part of the 2020 NOFA, organizations in Santa Clara County may apply for up to $5,000,000 in new grant funding.

All HUD Continuum of Care (CoC) grants have a 25 percent match requirement. There would be no fiscal impact for the renewal grants because the revenues and match requirements are included in the Office of Supportive Housing’s (OSH) budget. However, if HUD increases funding as part of the renewal grants or awards the County new grants, the Administration would return to the Board with an appropriation modification request.

CONTRACT HISTORY
The contract history is different for each grant. The County started receiving HUD CoC grants in 2008 as the result of a transfer from a nonprofit organization. Since then, the County has added CoC grants through new project applications or transfers from other organizations. In the 2020 NOFA CoC Program competition, the County will be eligible to apply for renewal of 20 grants. Some grants would be renewed for the first time and other grants would have been renewed 10 or more times.

REASONS FOR RECOMMENDATION
The recommended actions would enable the County to: 1) apply for renewal and new grants through HUD’s 2020 CoC NOFA, and 2) execute renewal and new grant agreements awarded though the 2020 CoC NOFA Program Competition.

Since 2012, the County has established a leadership role in improving and expanding the system of housing, services, and temporary shelter for homeless individuals and families. The County’s leadership helped to more than double the amount of HUD CoC funding that Santa Clara County organizations receive. In 2012, Santa Clara County organizations received about $10.43 million in HUD CoC funding; during the 2019 NOFA, Santa Clara County organizations were awarded over $28 million in HUD CoC funding. At the same time, the County has become the primary recipient of the HUD CoC grants. The County currently receives 20 of the 31 HUD CoC grants in Santa Clara County. As a direct grantee, the County’s 20 grant awards in the 2019 NOFA total $24.9 million.

Annually, the County must renew and execute agreements for existing grants. Through the renewal process, the County continues existing programs and maintains ongoing sources of revenue. Annually, the County may also apply for and would have to execute agreements for new grants. New grants, if awarded, would become an ongoing source of revenue in future years to expand or enhance our supportive housing system.

Through the proposed recommended actions, the Administration seeks to streamline the grant renewal and new grant application process by reducing the number of times that the Board would have to consider recommendations relating to HUD CoC grants. The content of individual CoC grant agreements with HUD are substantively the same. In addition, the recommended actions would enable the County and HUD to quickly enter into CoC grant agreements without any disruption of services. The County receives grant agreements at various times throughout the year even though the services associated with renewed grants are in continuous operation. If agreements are not executed quickly, there could be delays in requesting CoC grant funds from HUD.
Delegations of Authority

While delegations of authority are discouraged except under certain circumstances, the delegations of authority included in the possible actions are necessary for expedient processing of CoC grants to prevent disruption in services.

The first delegation of authority requested, relating to the submission of new and renewal grant applications in the 2020 HUD CoC Program Competition, will allow OSH to respond in a timely way to the NOFA. Although HUD’s CoC Program holds an annual funding competition, the actual NOFA is released on varying dates from year to year, resulting in an unpredictable annual timeline for submission of grants. This delegation will streamline the CoC grant application process, allowing OSH to be responsive to the NOFA competition and submit grant applications without delays.

The second delegation of authority, relating to the execution of grant agreements if awarded in the 2020 HUD CoC Program competition, would allow the County and HUD to quickly enter into grant agreements without any disruption of services. Because HUD does not have a strict timeline for the CoC Program NOFA, it is impossible for the County to predict when grant agreements would be ready for execution. It is not uncommon for agreements to be executed after the project start date, depending on how quickly HUD announces awards and processes grant agreements. In addition, while these grant agreements are typically eligible to be included in the annual Master Contracts List, because each of the grants have different start and end dates, grants awarded in one NOFA competition typically start in two different fiscal years, making it challenging to track. This delegation would improve administrative efficiency by making it possible for the OSH to process all the grant agreements in a similar way following the next HUD CoC Program NOFA.

CHILD IMPACT

The recommended action would have a positive impact on children and youth who are part of households experiencing homelessness because the programming that would be funded by these grants includes funding for permanent housing for families and youth experiencing homelessness.

SENIOR IMPACT

The recommended action would have a positive impact on seniors who are part of households experiencing homelessness because the programming that would be funded by these grants includes funding for permanent housing for people experiencing homelessness.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

Each year, HUD’s CoC program initiates a grant renewal and application process called the Notice of Funding Availability (NOFA). The 2019 NOFA allowed Santa Clara County agencies to renew approximately $25.4 million in existing grants. The renewal process involves individual grantees, the network of homeless service providers, and the County in its role as the “Collaborative Applicant.” Collectively, these stakeholders form the Santa Clara
County CoC. Periodically, HUD makes additional funds available for “bonus projects.” In addition, the CoC may choose to reallocate funds that were available for renewal projects (i.e., existing grants) to new projects.

**HUD CoC 2019 Notice of Funding Availability (NOFA)**

The 2019 NOFA was announced in early-July 2019 and all renewal, new, and bonus projects had to be submitted to HUD by September 30, 2019. In the 2019 NOFA competition, HUD made $1.2 million in Permanent Housing Bonus funds available in Santa Clara County for new projects. In the 2019 NOFA, HUD also made available $866,104 to Santa Clara County for Domestic Violence Bonus funding. Project applicants could apply for Domestic Violence Bonus Projects to serve survivors of domestic violence, dating violence, sexual assault, and stalking.

The County’s grant applications scored well in the local priority competition required by HUD, resulting in four newly awarded projects, including an award for the 2019 Domestic Violence Bonus Funding. In total, HUD (preliminarily) awarded 19 of the County’s 21 project applications, including 15 renewal grants and four new projects. Combined, the County’s (preliminary) award totals $24,901,867 in HUD CoC funds. In total, the grants awarded in the 2019 NOFA competition require a total match of $6,172,447, all of which would be met through services or other rental assistance programs that are included as part of the Office of Supportive Housing’s (OSH) FY 2020 Adopted Budget.

The County’s new projects were conditionally awarded in mid-January 2020, and all but the CoC Planning grant would be eligible for annual renewal, thus increasing our county’s share of HUD CoC program funds on an ongoing basis. The table in Attachment A lists the 2019 NOFA renewal and new grant awards, along with the number of households to be served, required match, and County’s first operating year.

According to HUD’s website ([https://www.hudexchange.info/coc/](https://www.hudexchange.info/coc/)), the CoC Program is designed to:

- Promote community-wide commitment to the goal of ending homelessness;
- Provide funding for efforts by non-profit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness;
- Promote access to and effect utilization of mainstream programs by homeless individuals and families; and
- Optimize self-sufficiency among individuals and families experiencing homelessness.

**CONSEQUENCES OF NEGATIVE ACTION**

If the delegation of authority to apply for grants is not approved, the County would not be able to submit applications for these grants and maintain this funding as part of the County budget, or OSH would have to return to the Board to seek authority to submit grant applications after the NOFA is released. While other community organizations could apply for these funds, it is unlikely that community-based organizations could identify the
resources needed to meet the match requirement for this much grant funding in one NOFA cycle.

If the delegation of authority related to execution of new and renewal agreements is not approved, the OSH would need to bring the agreements back to the Board of Supervisors for approval as they are made available by HUD or the OSH would not be able to enter into the grant agreements.

**STEPS FOLLOWING APPROVAL**

Following approval, please notify Kathryn Kaminski (kathryn.kaminski@hhs.sccgov.org) and Ben Kong (ben.kong@hhs.sccgov.org) in the Office of Supportive Housing.

**ATTACHMENTS:**

- Attachment A - HUD CoC Grant List (PDF)
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Households</th>
<th>Award Total</th>
<th>Award Match</th>
<th>County's 1st Operating Year</th>
<th>Subrecipient</th>
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<td>Samaritan Inns</td>
<td>19</td>
<td>$656,926</td>
<td>$164,232</td>
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<td>Abode Services</td>
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<td>CoC GRANT 5022</td>
<td>131</td>
<td>$4,446,771</td>
<td>$1,111,693</td>
<td>2017-2018</td>
<td>Abode Services</td>
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<td>CCP Placement Project</td>
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**2019 NOFA Awards**

- **Total Households:** 1,231
- **Total Award Total:** $24,901,867
- **Total Award Match:** $6,172,447
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Ky Le, Director, Office of Supportive Housing
SUBJECT: Fifth Amendment to Agreement with HomeBase for CoC Training and Technical Assistance

RECOMMENDED ACTION
Approve Fifth Amendment to Agreement with HomeBase relating to providing technical assistance for U.S. Department of Housing and Urban Development policy and grant management increasing the maximum contract amount by $100,739 from $2,887,519 to $2,988,258, with no change to the term of the agreement, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS
The recommended action would not have a new impact of the County’s General Fund. The Office of Supportive Housing’s (OSH) Adopted Budget for Fiscal Year (FY) 2019-20 includes revenue and expense to support planning and progress toward implementation of the Community Plan to End Homelessness, and includes sufficient appropriation for this Amendment.

CONTRACT HISTORY
This is the Fifth Amendment to the Agreement. The Board approved the County to enter into Agreement with HomeBase on June 7, 2016 (Item No. 75), after a competitive procurement process. The Agreement was first amended by the Board on May 9, 2017 (Item No. 45) to increase funding and add tasks within the scope of work for FY 2017-18. The Second Amendment to the Agreement was approved by the Board on June 19, 2018 (Item No. 118) to increase funding and add tasks within the scope of work for FY 2018-19. The Third Amendment to the Agreement was approved by the Board on February 12, 2019 (Item No. 52) to increase funding to implement a one-time targeted homeless survey in the Delmas Park, Washington-Guadalupe, and Gardner neighborhoods of San José. The Fourth Amendment to the Agreement was approved by the Board on June 4, 2019 (Item No. 79) to increase funding to expand support of the Continuum of Care’s (CoC) planning and progress toward the implementation of the community plan to end homelessness.
REASONS FOR RECOMMENDATION

In 2014, the Santa Clara County CoC and Destination: Home led a community process to develop the *Community Plan to End Homelessness in Santa Clara County (2015-2020)* (Community Plan). The Community Plan was adopted by the County, most other jurisdictions, and several key stakeholders of the Supportive Housing System. As the timeframe for the first Community Plan comes to an end, the Santa Clara County CoC has started the process to develop the next community plan. This process has included extensive community engagement. The amendment to the Agreement would allow HomeBase to increase its support to OSH, which leads the Santa Clara County CoC, toward implementation of the community plan to end homelessness.

In addition, the amendment to the Agreement would allow HomeBase to support OSH with implementation of the Housing Problem Solving initiative, including development of policies and procedures, training curriculum development, and training coordination for over 300 staff at community-based agencies.

CHILD IMPACT

The recommended action will have no/neutral impact on children.

SENIOR IMPACT

The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS

The recommended action will have no/neutral sustainability implications.

BACKGROUND

The County has an existing contract with HomeBase to support the CoC’s planning and progress toward meeting community goals, conducting data and system analyses, gathering input from community, and producing reports. The additional support for the implementation of the community plan to end homelessness and the implementation of the Housing Problem Solving initiative falls within the scope of services of the County’s agreement with HomeBase.

CONSEQUENCES OF NEGATIVE ACTION

If the recommended action is not approved, the Administration would need to procure another provider to assist with training and coordination of the Housing Problem Solving initiative, causing delays in system-wide implementation.

STEPS FOLLOWING APPROVAL

Following approval, please notify Kathryn Kaminski (kathryn.kaminski@hhs.sccgov.org) in the Office of Supportive Housing and Lingxia Meng (lingxia.meng@ceo.sccgov.org) in the Office of the County Executive.

LINKS:

- Linked To: 91938 : 91938
- Linked To: 95044 : 95044
• Linked To: 96728: 96728

ATTACHMENTS:
• FY17-21_HomeBase_Amend_5 for BOS signature (PDF)
This is an amendment to an existing Agreement

County of Santa Clara – Amendment to Service Agreement

Purchase Order Number: 4300013328  Amendment Number: 5  Effective Date (Will be the date executed by Authorized County Representative):

Maximum Financial Obligation (Prior to this Amendment): $2,887,519  Amended Maximum Financial Obligation (If dollar amount is changing): $2,988,258

Current Agreement End Date: 6/30/2021  New Agreement End Date: 6/30/2021

For County Use Only – SAP

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Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP): HomeBase
Contact Person: Nikka Rapkin
Street Address *: 870 Market Street, Suite 1228
City, State, Zip *: San Francisco, CA 94102
Telephone Number *: 415-788-7961 * 303
Email Address *: nikka@homebaseccc.org
SCC Vendor Number (As Assigned In SAP): 1005751

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

Form Effective as of July 2019
COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

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<td><strong>Agency / Department:</strong></td>
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<tr>
<td><strong>Program Manager or Contract Monitor Name:</strong></td>
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<tr>
<td><strong>Street Address:</strong></td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong></td>
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<tr>
<td><strong>Telephone Number:</strong></td>
</tr>
<tr>
<td><strong>Fiscal Contact (Accounts Payable Contact):</strong></td>
</tr>
<tr>
<td><strong>Contract Preparer:</strong></td>
</tr>
</tbody>
</table>

**Signatures**

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

| **Agency/Department Manager:** | **Date:** | **2/21/2020** |
| **Agency/Department Fiscal Officer:** | **Date:** | **2/21/2020** |
| **County Counsel Approval as to Form and Legality:** | **Date:** | **2/21/2020** |
| **Contractor:** | **Date:** | **2/20/2020** |
| **County Authorized Representative:** | **Date:** |
| **Office of the County Executive:** | **Date:** |
| **Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.** | **Attest:** |
| | **Megan Doyle** |
| | **Clerk of the Board of Supervisors** |

Form Effective as of July 2019
Reason(s) for Amending the Service Agreement

Amend Term of Agreement

Or see Attachment ______ as incorporated by this reference

✔ Amend Contract Specifics

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Attachment A-4 is hereby replaced in its entirety by Attachment A-5 to reflect revised and updated scope of work.

Or see Attachment A-5 as incorporated by this reference

Amend Maximum Financial Obligation

A. Maximum Financial Obligation prior to this Amendment: (Same as on page 1) $ 2,887,519

B. Amount of increase or decrease: (Explain below) $ 100,739

C. Revised Maximum Financial Obligation: (A +/- B will equal C) $ 2,988,258

Explanation of increase / decrease (include new payment terms if applicable):

Or see Attachment A-5 as incorporated by this reference
This is an amendment to an existing agreement

✓ Amend Standard Provisions

Or see Attachment ______ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment **B**

Other (please explain below)

Or see Attachment ______ as incorporated by this reference

**Contract History**

| Total financial obligation from prior fiscal year(s): | $ |
| Financial obligation in current fiscal year: | $ |
| Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment): | $ 2,988,258 |

**Insurance**

✔ Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B ________ attached and incorporated by this reference.
SECTION V: CONTRACT SPECIFICS

This attachment replaces Attachment A-4 in its entirety.

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

1. YEAR-ROUND CONTINUUM OF CARE (CoC) TECHNICAL ASSISTANCE AND SUPPORT
   a. Provide technical assistance, facilitation and consulting services to County staff, the CoC Board, the CoC Board’s Executive Committee, and other groups (as authorized by the County) to support the CoC’s planning and progress toward meeting community goals.
   b. Provide on-call technical assistance, support and expertise to CoC staff regarding U.S. Department of Housing and Urban Development (HUD) and other requirements, best practices, and other related issues.
   c. Operate and maintain all CoC bulk email communication, including up to 15 email distribution lists.
   d. Upon request, track and analyze Federal funding available for homelessness and affordable housing, including those sources received by the County and CoC stakeholders, as well as other sources, for the purpose of understanding how funds are utilized locally and to ensure such funds are coordinated and targeted to areas of greatest need.
   e. Prepare a State of Homelessness report supporting understanding of the supportive housing system, describing the issues and causes of homelessness, discussing innovative programs and partnerships, and highlighting housing development (July 1, 2017 to June 30, 2018 only).
   f. Support the community in planning for, preparing, and submitting an application for the federal Youth Homelessness Demonstration Project, including engagement of youth with lived experience (July 1, 2017 to June 30, 2019 only).
   g. Gather feedback from persons who are experiencing or have experienced homelessness through facilitation of the Lived Experience Advisory Board (LEAB).
   h. Prepare for and facilitate the Youth and Families Workgroup.
   i. Conduct a specialized survey of individuals experiencing homelessness in the Gardner, Washington-Guadalupe, and Delmas Park neighborhoods and prepare a brief report (July 1, 2018 to June 30, 2019 only).
   j. Develop local policies and curriculum materials related to Housing Problem Solving based on Cleveland Mediation Center model and manage training process and scheduling to support implementation of Housing Problem Solving program (July 1, 2019 to June 30, 2021).

2. ANNUAL APPLICATION FOR HUD CoC PROGRAM FUNDS
   The annual McKinney-Vento CoC Program funding competition is a major consolidated funding application made up of the required CoC Application – a comprehensive statement of the community’s progress in and strategies for reducing and ending homelessness – and Project Applications the community has evaluated and prioritized.
   a. CoC Notice of Funding Availability (NOFA) Preparation
      1) Chair the CoC’s NOFA Committee, including developing and coordinating implementation of an annual work plan, in order to fulfill the committee’s purpose of...
making recommendations to the CoC Board on the local project prioritization process.

2) Prepare the NOFA Committee’s recommendations regarding the local process and scoring tools for presentation to the CoC Board.

3) Provide technical assistance and support to CoC staff regarding the annual application.

4) Provide support to CoC staff in completing the annual Grant Inventory Worksheet.

5) Assist the CoC with planning for CoC Program-related activities to be completed by the County and other contractors, including, but not limited to: Housing Inventory Count, Point-in-time Count, coordinated assessment, and performance management.

b. CoC NOFA Local Process Management

1) Prepare, with input from CoC staff, a detailed timeline for the CoC’s local process, including pre-NOFA release and post-NOFA release activities, through the time of application submission. The detailed timeline should identify activities and responsible parties.

2) Analyze the annual NOFA and prepare a written summary, highlighting changes from prior years.

3) Monitor the release of annual NOFA award results and send notice to CoC staff.

4) Provide annual NOFA scoring analysis of the CoC’s application when the results are released and identify areas for improvement.

5) Facilitate the local competition/review and project prioritization process, including training the application review panel, preparing materials, developing scoring tools with the NOFA Committee, facilitating decision making, and supporting the appeals process.

c. CoC Application Preparation

1) Collect all data needed for the completion of the CoC Application portion of the Consolidated Application for HUD CoC Program funding.

2) Work with CoC staff, the Homeless Management Information System (HMIS) System Administrator, and funded agencies to identify existing information on the homeless population, needs, system capacity, funding, discharge planning, and mainstream participation as the application requires. Gather information from local contacts.

3) Work with key stakeholders, including CoC Board and staff, on strategic planning and performance reporting as required by the application. This may include:
   (a) Developing or refining strategic plans, including establishing numerical targets, setting action steps, and identifying people to lead action step implementation, and
   (b) Reviewing submitted performance outcome information for accuracy.

4) Prepare all CoC Application narratives and attachments, including:
   (a) Providing a draft CoC Application for CoC staff to review,
   (b) Incorporating feedback received,
   (c) Briefing CoC staff on the electronic submission requirements, and
   (d) Compiling the CoC Consolidated Application for submission to HUD by the CoC Quality Improvement Manager.

d. Project Application Review and Preparation
1) Provide technical assistance related to NOFA release to project applicants:
   (a) Prepare training materials and conduct an applicant training/technical assistance workshop for all prospective applicants to assist with the preparation of their project application.
   (b) Provide on-call one-on-one detailed consultation on HUD and application requirements to all applicants during the NOFA process to ensure accurate and timely submission of their project applications.
   (c) Review project applications for compliance with HUD requirements and request applicant edits as appropriate.
2) Provide planning and support to prospective new project applicants as needed.
3) Analyze project performance in support of the local competition/review and prioritization process.

3. TRAINING AND TECHNICAL ASSISTANCE FOR CoC COMPLIANCE AND DEVELOPMENT
   a. Develop and implement an annual work plan for providing training and technical assistance on Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH) legislation, regulations, HUD guidance on the CoC Program and other related areas, performance enhancement, and best practices.
   b. Complete annual technical assistance reviews of each CoC-funded agency and OSH subrecipient, with a single site visit assistance session per agency, as well as a report, email and phone follow-up support.
   c. Deliver CoC training – focusing on the needs of administrative, fiscal, compliance, and direct service staff – such that CoC Program grant recipients are trained and updated on regulations and best practices for implementing and managing CoC Program grants, and CoC stakeholders are engaged in systems development.
   d. Create New CoC Staff Bootcamp, a six-hour CoC start up training, and present to new agency staff annually (July 1, 2018 to June 30, 2020 only).
   e. Present Rapid Rehousing Institute, two 4-hour workshops for rapid rehousing providers to improve outcomes in rapid rehousing programs, annually (July 1, 2018 to June 30, 2020 only).

4. STAFF SUPPORT FOR COMMUNITY PLAN TO END HOMELESSNESS IMPLEMENTATION
   a. Track and analyze plan progress toward goals and produce semi-annual written reports (July 1, 2016 to June 30, 2017 only).
   b. Make operational policy recommendations based on plan progress analysis to CoC staff and the CoC board related to plan implementation.
   c. Assist staff with preparation for and delivery of the annual Community Plan to End Homelessness Community Update (July 1, 2016 to June 30, 2017 only).
   d. Prepare a State of Homelessness report supporting understanding of the supportive housing
system, describing the issues and causes of homelessness, discussing innovative programs and partnerships, and highlighting housing development and present the report at community meetings upon request (July 1, 2018 to June 30, 2021 only).

e. Facilitate process to create a new strategic plan, including preparing materials for and leading meetings of strategic planning committee, undertaking stakeholder engagement, completing research and data analysis, and preparing draft and final versions of the strategic plan (July 1, 2019 to June 30, 2020 only).

f. Complete other projects at the direction of CoC staff.

5. **STAFF SUPPORT FOR CONTINUUM OF CARE GRANTS ADMINISTRATION (April 1, 2017- June 30, 2019)**

a. Provide on-site staff support at Office of Supportive Housing’s (OSH) offices for 8 hours/week from April 1, 2017 to June 30, 2020. HomeBase staff will provide content expertise to OSH staff and leadership, participate in strategic sessions, build staff and department capacity, and provide direct homeless system-related and CoC programmatic technical assistance for OSH staff, undertaking research and analysis as necessary to support these tasks. Staff will also research and develop materials to support CoC workgroups and community-wide publications (e.g., State of Homelessness Report).

b. Conduct annual programmatic compliance monitoring of each HUD CoC-funded project administered by OSH on key topics as determined by a comprehensive risk assessment. Monitoring will include a desk review of each project’s materials and files, an on-site monitoring visit, creation of a report setting forth findings and conclusions, and follow up with each project to ameliorate compliance issues identified through monitoring (July 1, 2016 to June 30, 2019 only).

c. Provide ongoing oversight of and support for each HUD CoC-funded project administered by OSH, including conducting bi-monthly file audits (July 1, 2016 to June 30, 2019 only)

d. Build capacity through technical assistance and training for OSH staff related to compliance monitoring processes and content knowledge related to subtasks 5b and 5c (immediately above) (July 1, 2018 to June 30, 2020 only).

b. **DELIVERABLES, MILESTONES, & TIMELINE FOR PERFORMANCE**

1. **YEAR-ROUND CoC TECHNICAL ASSISTANCE AND SUPPORT**

a. Attendance at and/or facilitation of multiple monthly meetings

b. 15 electronic mailing lists for the duration of the contract

c. On-call technical assistance as needed

d. Ending Homelessness: The State of Supportive Housing System Report (July 1, 2017 to June 30, 2018 only).

e. Submission of the Youth Homelessness Demonstration Project NOFA application according to HUD’s deadline (July 1, 2017 to June 30, 2019 only).

f. Brief report about populations experiencing homelessness in the Gardner, Washington-Guadalupe, and Delmas Park neighborhoods (July 1, 2018 to June 30, 2019 only).

g. Support for training and implementation of Housing Problem Solving (July 1, 2019 to June 30, 2021).
2. **ANNUAL APPLICATION FOR HUD CoC PROGRAM FUNDS**
   a. Local process and priority scoring recommendations for the CoC Board via CoC NOFA Committee facilitation; NOFA Committee work to start in or around January annually, dependent on anticipated HUD CoC NOFA release date
   b. Management of CoC Board-approved local process annually, timing dependent on NOFA Committee work and anticipated HUD CoC NOFA release date
   c. HUD CoC Program NOFA Project Applications reviewed and ready to submit according to HUD’s annual deadline
   d. Submission of CoC’s application in response to the HUD CoC Program NOFA, timing dependent on HUD’s annual deadline
   e. Submission of the Youth Homelessness Demonstration Project NOFA application according to HUD’s deadline (July 1, 2016 to June 30, 2017 only).

3. **TRAINING AND TECHNICAL ASSISTANCE FOR CoC COMPLIANCE AND DEVELOPMENT**
   a. Annual Training and Technical Assistance Work Plan, due annually in July, with mid-year adjustments made in agreement with the County
   b. Annual Technical Assistance Site Visits with each CoC grantee and County subrecipient at a time of year agreed upon with the County
   c. At least ten (10) workshops annually, schedule to be agreed upon with the County
   d. At least one CoC start-up training each year (July 1, 2018 to June 30, 2020 only).
   e. At least two 4-hour workshops for rapid rehousing providers each year (July 1, 2018 to June 30, 2020 only).

4. **STAFF SUPPORT FOR COMMUNITY PLAN TO END HOMELESSNESS (CPTEH) IMPLEMENTATION**
   a. Semi-annual community reports on progress of the CPTEH, timing agreed upon with the County (July 1, 2016 to June 30, 2017 only).
   b. Mid-year update to the CoC each year at the CoC’s July membership meeting (July 1, 2016 to June 30, 2017 only).
   c. Annual Community Update meeting in conjunction with the CoC’s January membership meeting (July 1, 2016 to June 30, 2017 only).
   d. Ending Homelessness: The State of Supportive Housing System Report (July 1, 2018 to June 30, 2021 only).
   e. Presentation to community/stakeholder meeting regarding the State of Supportive Housing System Report (July 1, 2018 to June 30, 2021 only).
   f. Strategic plan to end homelessness completed by April 1, 2020 (July 1, 2019 to June 30, 2020 only).

5. **STAFF SUPPORT FOR CONTINUUM OF CARE GRANTS ADMINISTRATION (April 1, 2017- June 30, 2020)**
   a. 8 hours/week from April 1, 2017 to June 30, 2020 on site technical assistance at OSH
   b. Annual monitoring of each OSH-administered CoC project OSH identifies for monitoring in 2017-2018 and 2018-2019 fiscal years (July 1, 2016 to June 30, 2019 only)
   c. Bi-monthly file audits of each OSH-administered CoC project (July 1, 2016 to June 30, 2019 only)
   d. Training and capacity building for OSH staff (July 1, 2018 to June 30, 2020 only).
C. PERFORMANCE STANDARDS

Goals
1. Support the County’s work to end homelessness by submitting the annual application in response to the NOFA for HUD CoC Program funding and by providing support for CoC operations.

2. Improve the County’s and the CoC’s abilities to comply with current HEARTH and HUD Continuum of Care regulations directly and indirectly related to their grant awards.

D. PAYMENT SCHEDULE

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<th>Maximum Amount</th>
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<td>$28,319</td>
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<td>$25,000</td>
<td>CoC Project Grants</td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $25,000.</td>
</tr>
<tr>
<td>July 1, 2017 to June 30, 2018</td>
<td>1</td>
<td>$587,575</td>
<td>CoC Planning Grants</td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, up to a maximum amount of $587,575.</td>
</tr>
<tr>
<td></td>
<td>2-4</td>
<td>$192,625</td>
<td>OSH Budget</td>
<td>The Contractor may bill the County for services rendered at a rate of $16,052.083 per month, plus expenses, up to a maximum amount of $192,625.</td>
</tr>
<tr>
<td></td>
<td>5</td>
<td>$132,000</td>
<td>CoC Project Grants</td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $132,000.</td>
</tr>
<tr>
<td>July 1, 2018 to June 30, 2019</td>
<td>1</td>
<td>$265,000</td>
<td>CoC Planning</td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $265,000.</td>
</tr>
<tr>
<td></td>
<td>Grant/ OSH Budget</td>
<td>expenses, up to a maximum amount of $265,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>-------------------</td>
<td>-----------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$80,000</td>
<td>OSH Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$142,500</td>
<td>OSH Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $142,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$75,000</td>
<td>CoC Planning Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $75,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>$110,000</td>
<td>CoC Project Grants</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $110,000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>July 1, 2019 to June 30, 2020</td>
<td>$230,739</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CoC Planning Grant/ OSH Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $230,739.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$80,000</td>
<td>OSH Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $80,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>$124,500</td>
<td>OSH Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $124,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>$295,000</td>
<td>CoC Planning Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $295,000.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Contractor may bill the County for services rendered based on hours worked at the rates listed below, plus expenses, up to a maximum amount of $70,000.

<table>
<thead>
<tr>
<th>Month</th>
<th>5</th>
<th>CoC Project Grants</th>
<th>1-4</th>
<th>CoC Planning and Project Grants (pending award)</th>
<th>The Contractor may bill the County for services rendered at a rate of $22,916.666 per month, up to a maximum amount of $275,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1, 2020 to June 30, 2021</td>
<td>5</td>
<td>$70,000</td>
<td>1-4</td>
<td>$275,000</td>
<td></td>
</tr>
</tbody>
</table>

| Total                          |   | 2,988,258          |     |                                               |                                                                                                                                              |

1. Invoices shall be submitted to the OSH Contract Monitor by the 15th day of the month following the month on which services were rendered, or the first business day thereafter, using a template approved by the County. A template will be provided at the Contractor’s request.

2. June 30th of each year is the end of the County’s fiscal year. An estimate for each June invoice should be submitted on the following dates: June 22, 2020 and June 21, 2021. Each July invoice should be submitted by the County’s fiscal year end accounts payable deadline, which is usually on the second Friday of July.

3. Contractor will invoice the County for actual costs within the budget established herein. Subcontractors and travel shall be billed at actual cost and in accordance with County policy.

4. Contractor must submit accounting records, such as a detailed general ledger report, with each invoice for actual expenses reflecting the charges invoiced to the County.

5. County Administration has the authority to make minor budget adjustments that do not increase nor decrease the total amount of this agreement, and further, that do not alter the agreed-to service description and expected outcome (scope of service). Minor budget adjustments must not exceed 40% of the total amount of this agreement and must be approved by the Contractor, County Agency/Department Manager (Contract Monitor), and the County Agency/Department Fiscal Officer. The budget adjustment must be submitted on a budget template, or in MS Excel format, and must be signed by all approvers and attached to the contract.

**HOURLY RATES FOR PERIOD FROM JULY 1, 2016 TO JUNE 30, 2018:**

<table>
<thead>
<tr>
<th>Staff Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Oversight/Team Lead</td>
<td>$150.00</td>
</tr>
<tr>
<td>Project Support</td>
<td>$125.00</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$90.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>23.30%</td>
</tr>
<tr>
<td>Overhead</td>
<td>15%</td>
</tr>
</tbody>
</table>
**HOURLY RATES FOR PERIOD FROM JULY 1, 2018 TO JUNE 30, 2019:**

<table>
<thead>
<tr>
<th>Staff Role</th>
<th>Fully Loaded Hourly Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Oversight/Team Lead</td>
<td>$150.00-$180.00</td>
</tr>
<tr>
<td>Project Support</td>
<td>$100.00-$149.00</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$70.00-$99.00</td>
</tr>
<tr>
<td>Overhead (on direct costs only)</td>
<td>15%</td>
</tr>
</tbody>
</table>

**HOURLY RATES FOR PERIOD FROM JULY 1, 2019 TO JUNE 30, 2020:**

<table>
<thead>
<tr>
<th>Staff Role</th>
<th>Fully Loaded Hourly Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Oversight/Team Lead</td>
<td>$150.00-$240.00</td>
</tr>
<tr>
<td>Project Support</td>
<td>$100.00-$149.00</td>
</tr>
<tr>
<td>Project Assistant</td>
<td>$70.00-$99.00</td>
</tr>
<tr>
<td>Overhead (on direct costs only)</td>
<td>15%</td>
</tr>
</tbody>
</table>

*Fully loaded hourly rate for each staff person includes salary, fringe benefits (including Employer Payroll Taxes, Workers’ Compensation Insurance, and employer share of health insurance costs and retirement benefits), and indirect/overhead costs as per our Federally-approved Rate Agreement for Non-profit Organizations and Federally-approved indirect cost rate.

The annual amount available is subject to appropriation of resources in the annual budget approved by the Board of Supervisors.
SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT
This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS
This agreement may only be amended by a written instrument signed by the parties.

C. CONFLICTS OF INTEREST
Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors,
that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” (2 CCR 18701(a)(2)), as part of Contractor’s service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other laws and regulations listed in subsection (A) including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE
This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT
No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS
Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER
No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION
(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or
California Labor Code section 1197.5, as applicable. For wage and hour laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in
California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws inconspicuous places accessible to all of Contractor’s Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
(i) Suspend or terminate any or all parts of this Agreement.
(ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
(iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION
The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

J. BUDGET CONTINGENCY
This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY
Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings
and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS
Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES
All entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County’s request, provide the County reasonable access, through representatives of the
Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT
The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor’s proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

O. THIRD PARTY BENEFICIARIES
This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS
Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term “Deliverables” shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor’s agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C. Section 101),
and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY
Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney’s fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE
All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively “Deliverables”), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are “works made for hire,” as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.
S. COUNTY DATA

(1) Definitions: “County Data” shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. “County Confidential Information” shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County’s written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County’s direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor’s security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor’s sole expense. Contractor shall not charge County for any expenses associated with Contractor’s compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the
Unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – Describe payment terms for CBO’s in Section V. (D) PAYMENT SCHEDULE]
The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- 1.00% 30 Net 45 (provides 15 days of cash acceleration)

Note: Payment term will default to “Net 45 (full payment)”, if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

U. CONTRACT EXECUTION
Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (IF APPLICABLE)
Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is $100,000 or more (“Direct Services Contract”), must
comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:
(a) Suspend, modify, or terminate the Direct Services Contract.
(b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
(c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Jeffrey F. Rosen, District Attorney

SUBJECT: Insurance Fraud Grants Supplemental Funding

RECOMMENDED ACTION

Approve Request for Appropriation Modification No. 166 - $38,753 increasing revenue and expenditures in the Office of the District Attorney budget, relating to insurance fraud program grant agreements. (4/5 Vote)

FISCAL IMPLICATIONS

The recommended action has no effect on the General Fund. Additional grant revenues of $38,753 are being recognized, and additional Object 2 and 4 expenditures are recommended to further the program services authorized by the grant.

CONTRACT HISTORY

The Office has entered into grant agreements with CDI since 1992, associated with funding from four different grant programs. This action affects two of those: Organized Automobile Fraud Activity Interdiction (Urban) and Workers’ Compensation Insurance Fraud (Workers’ Comp).

REASONS FOR RECOMMENDATION

The California Department of Insurance (CDI) has identified funds available from the FY 2018-2019 fund balance in the two affected grant funds, and is distributing those funds to participating counties. Santa Clara County’s distribution includes $17,299 for the Urban grant and $21,454 for the Workers’ Comp grant.

These funds can be used for equipment, vehicle maintenance costs, and investigative costs related to these two grants.

CDI requires amended resolutions to allow the District Attorney, as the chief executive of the implementing agency, to sign the amended grant agreements. For this reason, new resolutions reflecting the amended dollar amounts of the grants are provided in linked legislative files for the Board’s approval.

CHILD IMPACT
The recommended action will have no/neutral impact on children.

**SENIOR IMPACT**
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**CONSEQUENCES OF NEGATIVE ACTION**
The District Attorney’s Office will be unable to accept the additional grant funds provided by the CDI.

**STEPS FOLLOWING APPROVAL**
The Clerk of the Board will notify Peter Jensen when the necessary documentation is complete.

**LINKS:**
- Linked To: 100936 : Adopt Resolution delegating authority to the District Attorney or designee to enter an amendment to the Organized Automobile Fraud Activity Interdiction Program grant agreement for Fiscal Year 2019-2020 with the California Department of Insurance to provide investigation and prosecution services for period July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $1,493,712, following approval by County Counsel as to form and legality. Delegation of authority shall expire on June 30, 2020.
- Linked To: 100939 : Adopt Resolution delegating authority to the District Attorney or designee, to enter an amendment to the Workers’ Compensation Insurance Fraud Prosecution Program grant agreement for Fiscal Year 2019-2020 with the California Department of Insurance to provide investigation and prosecution services for period July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $3,155,716, following approval by County Counsel as to form and legality. Delegation of authority shall expire on June 30, 2020.

**ATTACHMENTS:**
- F85 # 166 - Supplemental Insurance Fraud Grant (PDF)
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Grand Total: 38,753.00

Form ID# Included: 24513
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey F. Rosen, District Attorney
SUBJECT: Insurance Fraud Grants Supplemental Funding (Urban Resolution)

RECOMMENDED ACTION
Adopt Resolution delegating authority to the District Attorney or designee to enter an amendment to the Organized Automobile Fraud Activity Interdiction Program grant agreement for Fiscal Year 2019-2020 with the California Department of Insurance to provide investigation and prosecution services for period July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $1,493,712, following approval by County Counsel as to form and legality. Delegation of authority shall expire on June 30, 2020.

BACKGROUND
Refer to linked legislative file 100934

LINKS:
- Linked From: 100934 : Approve Request for Appropriation Modification No. 166 - $38,753 increasing revenue and expenditures in the Office of the District Attorney budget, relating to insurance fraud program grant agreements. (4/5 Vote)

ATTACHMENTS:
- Urban Resolution (PDF)
RESOLUTION NO. __________________

RESOLUTION OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA
DELEGATING AUTHORITY TO THE DISTRICT ATTORNEY, OR
DESIGNEE, TO NEGOTIATE, EXECUTE, AMEND, OR TERMINATE
THE ORGANIZED AUTOMOBILE FRAUD ACTIVITY INTERDICTION
PROGRAM FOR FY 2019-20

WHEREAS, The County of Santa Clara Board of Supervisors desires to undertake a certain project designated Organized Automobile Fraud Activity Interdiction Program to be funded from funds made available through the California Department of Insurance (CDI); and

WHEREAS, CDI has allocated an additional $17,299 to the County of Santa Clara for the Fiscal Year 2019-20 for the Organized Automobile Fraud Activity Interdiction Program; and,

WHEREAS, the funds received from CDI will be used to support the staffing of the District Attorney’s Insurance Fraud Unit.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Santa Clara delegates authority to the District Attorney or designee to enter an amendment to the Organized Automobile Fraud Activity Interdiction Program Grant Agreement for FY 2019-20 with CDI to provide investigation and prosecution services for the period from July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $1,493,712, following approval by County Counsel as to form and legality. The delegation of authority shall expire on June 30, 2020;

BE IT FURTHER RESOLVED, that the Board of Supervisors understands that any liability arising out of the performance of the applicable Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and understands that the State of California and the California Department of Insurance disclaim responsibility for any such liability; and

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BE IT FURTHER RESOLVED, that grant funds received hereunder must not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ________________ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

LESLEY PAK
Deputy County Counsel
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey F. Rosen, District Attorney
SUBJECT: Insurance Fraud Grant Supplemental Funding (Workers’ Comp Resolution)

RECOMMENDED ACTION
Adopt Resolution delegating authority to the District Attorney or designee, to enter an amendment to the Workers’ Compensation Insurance Fraud Prosecution Program grant agreement for Fiscal Year 2019-2020 with the California Department of Insurance to provide investigation and prosecution services for period July 1, 2019 through June 30, 2020, to reflect a revised amount not to exceed $3,155,716, following approval by County Counsel as to form and legality. Delegation of authority shall expire on June 30, 2020.

BACKGROUND
Refer to linked legislative file 100934

LINKS:
- Linked From: 100934 : Approve Request for Appropriation Modification No. 166 - $38,753 increasing revenue and expenditures in the Office of the District Attorney budget, relating to insurance fraud program grant agreements. (4/5 Vote)

ATTACHMENTS:
- Workers' Comp Resolution (PDF)
RESOLUTION NO. ______________

RESOLUTION OF THE
BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA
DELEGATING AUTHORITY TO THE DISTRICT ATTORNEY, OR
DESIGNEE, TO NEGOTIATE, EXECUTE, AMEND, OR TERMINATE
THE WORKERS' COMPENSATION INSURANCE FRAUD
PROSECUTION PROGRAM
FOR FY 2019-20

WHEREAS, The County of Santa Clara Board of Supervisors desires to
undertake a certain project designated Workers' Compensation Insurance Fraud
Prosecution Program to be funded from funds made available through the California
Department of Insurance (CDI); and

WHEREAS, CDI has allocated an additional $21,454 to the County of Santa
Clara for the Fiscal Year 2019-20 for the Workers' Compensation Insurance Fraud
Prosecution Program; and,

WHEREAS, the funds received from CDI will be used to support the staffing of
the District Attorney's Insurance Fraud Unit.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the
County of Santa Clara delegates authority to the District Attorney or designee to enter an
amendment to the Workers' Compensation Insurance Fraud Prosecution Program Grant
Agreement for FY 2019-20 with CDI to provide investigation and prosecution services
for the period from July 1, 2019 through June 30, 2020, to reflect an revised amount not
to exceed $3,155,716, following approval by County Counsel as to form and legality. The
delegation of authority shall expire on June 30, 2020;

BE IT FURTHER RESOLVED, that the Board of Supervisors understands that
any liability arising out of the performance of the applicable Grant Award Agreement,
including civil court actions for damages, shall be the responsibility of the grant recipient
and understands that the State of California and the California Department of Insurance
disclaim responsibility for any such liability; and
BE IT FURTHER RESOLVED, that grant funds received hereunder must not be used to supplant expenditures controlled by this body.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _________________ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

LESLEY PAK
Deputy County Counsel
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Alan Minato, Director, Finance Agency
SUBJECT: Gavilan Joint Community College District 2019-20 Series B Tax and Revenue Anticipation Notes

RECOMMENDED ACTION
Adopt Resolution providing for the issuance and sale of the Gavilan Joint Community College District 2019-2020 Series B Tax and Revenue Anticipation Notes (TRANs) in an amount not to exceed $4,500,000.

FISCAL IMPLICATIONS
There is no fiscal impact to the County of Santa Clara (the “County”). The County incurs no financial liability from this financing, and neither the faith and credit nor the taxing power of the County is pledged in any way in connection with the TRANs financing.

REASONS FOR RECOMMENDATION
The proceeds from this issue will be used by the Gavilan Joint Community College District (the “District”) to meet its cash flow requirements for Fiscal Year 2019-20. The TRANs are obligations of the District. Funds, when collected, will be placed in separate repayment accounts.

A copy of the District resolution and related documents are on file with the Finance Agency.

CHILD IMPACT
The recommended action will have no/neutral impact on children.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.
BACKGROUND

Under State law, the County Board of Supervisors is the appropriate entity to approve individual school district TRANs issuances. The approval of this resolution also approves the attached form of Note Purchase Contract. The proceeds of the issuance will be deposited into the County Treasury until expended. The County will issue the TRANs on behalf of the District and the Finance Agency will assist the District with the financing. The County acts as the paying agent for this issue and makes the appropriate pledges and payments.

The TRANs are being purchased by BBVA Mortgage Corporation, an Alabama corporation, and the County resolution approves the form of purchase contract for the TRANs and authorizes the Director of Finance to execute the contract.

CONSEQUENCES OF NEGATIVE ACTION

The issuance of the TRANs for the District will be delayed.

STEPS FOLLOWING APPROVAL

One copy of the approved resolution from MinuteTraq to: Stradling Yocca Carlson & Rauth, 44 Montgomery Street, Suite 4200, San Francisco, CA 94104 c/o Kimberly N. Westberry

ATTACHMENTS:

- District Resolution (PDF)
- County Resolution (PDF)
- Form of Note Purchase Contract (PDF)
RESOLUTION NO. 1050

RESOLUTION OF THE BOARD OF TRUSTEES OF THE GAVILAN JOINT COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF 2019-20 SERIES B TAX AND REVENUE ANTICIPATION NOTES

WHEREAS, pursuant to Government Code Sections 53850 et seq. (the “Act”) contained in Article 7.6 thereof, entitled “Temporary Borrowing” on or after the first day of any fiscal year (being July 1), a community college district may borrow money by issuing notes for any purpose for which the community college district is authorized to use and expend moneys, including but not limited to, current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the community college district; and

WHEREAS, Section 53853 of the Act provides that for a community college district that has been accorded fiscal accountability status pursuant to Section 42650 of the Education Code, such notes shall be issued pursuant to a resolution adopted by the legislative body of such community college district; and

WHEREAS, the Gavilan Joint Community College District (the “District”) currently holds such fiscal accountability status; and

WHEREAS, the California School Cash Reserve Program Authority (the “Authority”) issued $82,195,000 of its 2019-2020 Bonds, Series B (“Series B Bonds”) pursuant to an Original Indenture, dated as of July 1, 2019, as supplemented by a First Supplemental Indenture, dated as of July 1, 2019, each by and between the Authority and U.S. Bank National Association, as trustee proceeds of the Series purchased a certain 2019-20 Tax and Revenue Anticipation Notes (the “July 2019 Notes”) from the District in the amount of $5,980,000; and

WHEREAS, the District has pledged as security for the payment of the principal of and interest on the July 2019 Notes an amount equal to (i) fifty percent (50%) of the principal of the July 2019 Notes from the first Unrestricted Revenues (defined herein) received by the District in the month ending January, 2020 and (ii) fifty percent (50%) of the principal of and interest due on the July 2019 Notes from the first Unrestricted Revenues (defined herein) received by the District in the month ending April, 2020; and

WHEREAS, the Board of Trustees (the “Board”) desires to authorize the borrowing of not-to-exceed Four Million Five Hundred Thousand Dollars ($4,500,000), at an interest rate not to exceed the maximum rate allowed by law, through the issuance of the District’s 2019-20 Tax and Revenue Anticipation Notes, Series B (the “Notes”); and

WHEREAS, such Notes may be made payable no later than thirteen months after the date of delivery thereof; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge to the payment of the Notes any taxes, income, revenue (including but not limited to, revenue from State and federal governments), cash receipts or other moneys of the District, including moneys deposited in inactive or term deposits (but excepting moneys encumbered for a special purpose); and this Resolution specifies that certain of such revenues which will be received by the District for the General Fund thereof shall be pledged for the payment of the Notes; and
WHEREAS, the Notes shall be a general obligation of the District, and, to the extent not paid from the Unrestricted Revenues (defined herein) pledged for the payment thereof, shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act, and shall not in any way be payable from County moneys; and

WHEREAS, the Notes shall be in denominations of $5,000 principal amount, or integral multiples thereof as permitted by Section 53854 of the Act; and the Note shall further be issued on a date to be designated pursuant to the Note Purchase Contract (as defined herein), and shall be in the form and executed in the manner prescribed in this Resolution, all as permitted and required by Section 53853 of the Act; and

WHEREAS, the Board has found and determined that said $4,500,000 maximum principal amount of Notes to be issued by the District in fiscal year 2019-20, when added to the interest payable thereon and the principal and interest payable on the July 2019 Notes does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for Fiscal Year 2019-20, as required by Section 53858 of the Act; and

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE GAVILAN JOINT COMMUNITY COLLEGE DISTRICT HEREBY FINDS AND RESOLVES AS FOLLOWS:

Section 1. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. The Board authorizes the issuance of an amount not-to-exceed $4,500,000 principal amount of Notes under Sections 53850 et seq. of the Act, designated “Gavilan Joint Community College District, Santa Clara County, State of California, 2019-20 Tax and Revenue Anticipation Notes, Series B.” The Notes shall be issued in one or more series of federally taxable or tax-exempt Notes, with appropriate series designation, numbered from 1 consecutively upward in order of issuance, and in the denominations of $5,000 principal amount or integral multiples thereof (or such other integral multiple as may be provided in the Note Purchase Contract). The Notes shall be dated the date of delivery thereof; shall mature (with or without option of prior redemption, as set forth in the Note Purchase Contract defined herein) on a day (or days, if more than one series of Notes is issued) in which banks in New York or California are open for business and no later than thirteen months after the date of issuance; and shall bear interest, payable monthly and computed on a 30-day month/360-day year basis, at the per annum rate or rates set forth in the Note Purchase Contract relating for the Notes (the “Note Purchase Contract”), between the District and Compass Bank d/b/a BBVA Compass (the “Purchaser”) but not in excess of the maximum interest rate allowed by law; except, however, the interest rate shall be at a rate of 5% over the stated rate in the Note Purchase Contract, for periods when interest payments are not received within 10 days of their due dates.

The principal amount of the Notes issued pursuant hereto, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of uncollected taxes, income, revenue, cash receipts and other moneys of the District which will be available for the payment of the July 2019 Notes and the Notes, and interest thereon.

Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America to the Registered Owner of the Note as named on the Registrar maintained by U.S. Bank National Association, acting as paying agent and registrar for the
Notes (the “Paying Agent”). For purposes of the Notes, the Paying Agent shall be deemed to be a “fiscal agent” within the meaning of Government Code Section 53601. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

Section 2. Form of Notes. The Notes shall be issued in registered form, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes shall be initially registered in the name of the Purchaser, and shall be evidenced by one or more note certificates, in the full principal amount of the Notes. Registered ownership may not thereafter be transferred except as set forth herein. There shall be attached to each Note, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, respecting the validity of said Notes.

Section 3. Transfer and Exchange of Notes. The registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note or Notes shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note or Notes, for a like aggregate principal amount. The Paying Agent shall require the Owner (as defined herein) of the Notes requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The District may require the Owner requesting such registration of transfer to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration of transfer.

Notes may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The District may require the Owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent or the District with respect to such exchange.

Notwithstanding anything herein to contrary, the Notes may only be transferred in Authorized Denominations and must be in compliance with the securities laws of the United States of America; and to (i) an affiliate of the Registered Owner, (ii) a trust or other custodial arrangement established by the Registered Owner or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a Person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of $5,000,000,000 or more. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the “Eligible Transferee(s).” Notwithstanding the foregoing, if the principal amount of the outstanding Notes is less than $250,000, the Notes may not be transferred to any Eligible Transferee without the prior written consent of the District.

Section 4. Deposit of Note Proceeds; No Arbitrage. The moneys so borrowed shall be deposited in the General Fund of the District. The District hereby covenants that it will make no use of the proceeds of the Notes that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District, and all of its officers
Section 5. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose), as provided in Section 53856 of the Act, and which are generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”).

To the extent the Notes mature during the fiscal year succeeding fiscal year 2019-20, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to fiscal year 2019-20, and such accrued revenues are hereby determined to be accrued to the District’s 2019-20 fiscal year, and are further determined to be lawfully available to pay the principal of and interest on the Notes.

The Notes shall be a general obligation of the District, and to the extent the Notes are not paid from the Unrestricted Revenues pledged to the repayment thereof described herein, the Notes shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(B) Pledged Revenues. As security for the payment of the principal of and interest on the Notes, the District hereby pledges such Unrestricted Revenues as may be identified in the Purchase Contract (such pledged amounts being hereinafter called the “Pledged Revenues”). The Pledged Revenues shall be deposited by the District into the Repayment Fund (defined herein) on the date or dates specified in the Note Purchase Contract.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient Unrestricted Revenues received by the District to permit the deposit into the Repayment Fund, of the full amount of Pledged Revenues to be deposited from such Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for repayment of the Notes and the interest thereon.

(C) Covenant Regarding Additional Short-term Borrowing. The District hereby covenants and warrants that, while provision for the payment of principal and interest on the Notes has not been made, the District will not request the County Treasurer-Tax Collector (the “Treasurer”) to make temporary transfers of funds in the custody of the Treasurer to meet any obligations of the District during the 2019-20 fiscal year pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) Deposit of Pledged Revenues in Repayment Fund. The Pledged Revenues shall be held in a special fund hereby authorized to be created for the District and held by the County and designated as the “Gavilan Joint Community College District, 2019-20 Tax and Revenue Anticipation Packet Pg. 1045

Attachment: District Resolution (100890 : Gavilan Joint Community College District 2019-20 Series B Tax and Revenue Anticipation Notes)
Notes Series B Repayment Fund” (herein called the “Repayment Fund”), and such Pledged Revenues shall be applied as directed in this Resolution. The Treasurer shall direct the moneys in the Repayment Fund to be invested as provided in Section 4(E) below. Any moneys accounted for in the Repayment Fund shall be for the benefit of the owners of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created. xxx

(E) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues accounted for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the general fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes.

Moneys accounted for in the Repayment Fund shall be invested by the County in any one or more investments generally permitted for investment by community college districts under the laws of the State of California, consistent with the investment policy of the County and this Resolution; provided, however, that no such investments shall have a maturity date later than the maturity date of the Notes.

Section 6. Execution of Notes. The Notes shall be signed by the President of this Board, or other members of this Board authorized to sign on behalf of the President, by manual or by facsimile signature, and countersigned by the Clerk of or Secretary to this Board, or the designee thereof, by manual or facsimile signature, and said officers are authorized to cause the blank spaces thereof to be filled in as may be appropriate. The District also authorizes the Paying Agent to manually authenticate the Notes. No Note shall be valid or obligatory for any purpose or shall be entitled to any security or benefit hereunder unless and until the certificate of authentication printed on the Note is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Note so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

During any period that the Purchaser is the owner of the Notes, the Notes shall not be (i) assigned a rating by any credit rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) offered pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor’s CUSIP Service.

Section 7. Approval of Note Purchase Contract. The Board hereby approves the sale of the Notes at a negotiated sale. The form of Note Purchase Contract for the Notes, by and between the District and the Purchaser, substantially in the form on file with the Secretary to the Board, is hereby approved. The Authorized Officers, each alone, are hereby authorized to execute and deliver the Note Purchase Contract, with such changes therein, deletions therefrom and modifications thereeto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed that authorized by law and that the Purchaser’s fee shall not exceed 0.5% of the par amount of the Notes. The Authorized Officers are hereby further authorized to determine the maximum principal amount of Notes to be specified in the Note Purchase Contract, up to $4,500,000 and to enter into and execute the Note Purchase Contract with the Purchaser, if the conditions set forth in this Resolution are satisfied.
Section 8. Delivery of Notes. All actions heretofore taken by the officers and agents of the Board, including the Authorized Officers or their designees, with respect to the Notes are hereby approved, confirmed and ratified, and the officers of the Board, including the Authorized Officers, are hereby authorized and directed to do any and all things and take any and all actions which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution.

Section 9. Proceeds of Notes Conditionally Pledged; Investment of Note Proceeds. Notwithstanding anything to the contrary contained herein, the proceeds of the Notes shall, prior to their expenditure by the District, be pledged to the payment of the Notes in the event and to the extent sufficient Pledged Revenues of the District and other legally available revenues are not deposited into the Repayment Fund. Proceeds of the Notes shall be invested by the County in any one or more investments generally permitted for investment by community college under the laws of the State of California, consistent with the investment policy of the County and this Resolution.

Section 10. Temporary Notes. The Notes may be initially issued in temporary form exchangeable for definitive Notes when ready for delivery. The temporary Notes may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Note shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Notes. If the Paying Agent issues temporary Notes, the Paying shall execute and furnish definitive Notes without delay, and thereupon the temporary Notes shall be surrendered for cancellation, in exchange therefor at the principal office of the Paying Agent, and the Paying Agent shall deliver in exchange for such temporary Notes an equal aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall be entitled to the same benefits pursuant to this Resolution as definitive Notes executed and delivered hereunder.

Section 11. Mutilated, Lost or Destroyed Notes. If any Note shall become mutilated, the Paying Agent, at the expense of the registered owner of said Note, shall execute and deliver a new Note of like maturity and principal amount in exchange and substitution for the Note so mutilated, but only upon surrender to the Paying Agent of the Note so mutilated. Every mutilated Note so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory thereto and indemnity satisfactory to it shall be given, the Paying Agent, at the expense of the registered owner, shall execute and deliver a new Note of like maturity and principal amount in lieu of and in substitution for the Note so lost, destroyed or stolen. The Paying Agent may require payment of a sum not exceeding the actual cost of preparing each new Note issued under this Section 14 and of the expenses which may be incurred thereby. Any Note issued under the provisions of this Section 14 in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Notes issued pursuant to this Resolution.
Section 12. Further Actions Authorized.

(A) Stradling Yocca Carlson & Rauth, a Professional Corporation, is hereby designated as Bond Counsel to the District, Dale Scott & Company is hereby appointed as Financial Advisor to the District, in connection with the Notes.

(B) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including a Placement Agent Agreement, which they may deem necessary or advisable in order to proceed with the issuance of the Notes and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(C) The provisions of this resolution as they relate to the terms of the Notes may be amended by the Note Purchase Contract.
PASSED AND ADOPTED by the Board of Trustees of the Gavilan Joint Community College District this 10th day of March, 2020, by the following vote:

6 AYES: E. Diaz, M. Dover, I. Gonzalez, L. Perry, R. Perez, and J. Wallace

0 NOES:

1 ABSENT: J. Brusco and Student Trustee Advisory Vote – A. Lopez

ABSTAIN:

By: [Signature]

President
Board of Trustees
Gavilan Joint Community College District

ATTEST:

By: [Signature]

Secretary to the Board of Trustees
Gavilan Joint Community College District
SECRETARY’S CERTIFICATE

I, Kathleen Rose, Secretary to the Board of Trustees of the Gavilan Joint Community College, hereby certify as follows:

The following is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and legally held at the special meeting place thereof on March 10, 2020, of which meeting all of the members of the Board of Trustees of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in the Superintendent’s office and the foregoing is a full, true and correct copy of the original regulation adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March __, 2020

By: _____________________________
   Secretary to the Board of Trustees
   Gavilan Joint Community College District
THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THIS NOTE IS SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND MAY ONLY BE TRANSFERRED IN ACCORDANCE WITH THE PROVISIONS OF THE NOTE RESOLUTION AND THE NOTE PURCHASE AGREEMENT, AS DEFINED HEREIN.

EXHIBIT A
FORM OF NOTE

REGISTERED
No. __
REGISTERED

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
SANTA CLARA COUNTY, STATE OF CALIFORNIA
2019-20 TAX AND REVENUE ANTICIPATION NOTE, SERIES B

Rate of Interest: __________________
Note Date: __________, 2020
Maturity Date: __________, 2020
CUSIP: __________________

REGISTERED OWNER: COMPASS BANK

PRINCIPAL AMOUNT: _______________ DOLLARS

FOR VALUE RECEIVED, the Gavilan Joint Community College District (the “District”), Santa Clara County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the corporate trust office of the Paying Agent, the Principal Amount specified above in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), in like lawful money of the United States of America from the Note Date specified above until payment in full of said principal sum; provided, however, the Rate of Interest shall be adjusted to a rate of 5% over the specified Rate of Interest, for any period when interest payments are not received within 10 days of their due dates. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the Registered Owner fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of _______________ Dollars ($) all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted on March 10, 2020, under and by authority of Government Code Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain moneys
encumbered for a special purpose), received in or accrued to fiscal year 2019-20, and which are generally available for the payment of current expenses and other obligations of the District (the “Unrestricted Revenues”). As security for the payment of the principal of and interest on the Notes, the District pledges all of the Unrestricted Revenues received in the month ending June 30, 2020 through the Maturity Date.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the corporate trust office of the Paying Agent, in San Francisco, California, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except that this Note shall not be transferred or exchanged later than the 15th day prior to the maturity date hereof. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

Notwithstanding anything herein to contrary, this Note may only be transferred in Authorized Denominations and must be in compliance with the securities laws of the United States of America; and to (i) an affiliate of the Registered Owner, (ii) a trust or other custodial arrangement established by the Registered Owner or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a Person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of $5,000,000 or more. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the “Eligible Transferee(s).” Notwithstanding the foregoing, if the principal amount of this Note is less than $250,000, this Note may not be transferred to any Eligible Transferee without the prior written consent of the District.

The District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The District shall, furnish or cause to be furnished to the Registered Owner, at the District’s expense (i) the audited financial statements of the District within 210 days of the end of the District’s fiscal year (running from July 1 of each year through June 30 of the following year), (ii) the final annual operating budget of the District for each fiscal year within 30 days of the commencement of each fiscal year, and (iii) such other information respecting the District, the operations, affairs and financial condition of the District as the Registered Owner may from time to time reasonably request. Any audited financial statements furnished to the Registered Owner shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the District’s financial condition as of the date of the statements. Initially, the District shall provide such documents directly to the Registered Owner. Such documents may be filed on the Electronic Municipal Market Access (“EMMA”) website maintained by the Municipal Securities Rulemaking Board and located at www.emma.msrb.org. Such documents may be contained in, or otherwise made part of, any other filings required to be made by the District to the EMMA website pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The District shall provide to the Registered Owner:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a default under the Resolution, together with a detailed statement by an authorized representative of the steps being taken by the District to cure the effect of such default;
(b) prompt written notice of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the District or the Pledged Revenues which involve claims equal to or in excess of $250,000 or that seeks injunctive relief; and

(c) prompt written notice of any Material Litigation, Material Adverse Effect or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could materially impact Pledged Revenues.

For purposes of the preceding paragraph, the following definitions shall apply to the capitalized terms.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of the Resolution or to meet or perform its obligations under the Resolution on a timely basis, or the (c) the validity or enforceability of the Resolution.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seeks to restrain or enjoin any of the transactions contemplated by the Resolution and the Note Purchase Contract, or (iii) may adversely affect (A) the exclusion of interest on the Notes from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the District to perform its obligations under the Resolution.

Until the District and the Paying Agent are otherwise notified in writing by the Registered Owner, all principal and interest payments with respect to this Note shall be made by wire transfer using the following wiring instructions:

Compass Bank  
8333 Douglas Avenue, 2nd Floor  
Dallas, Texas 75225

ABA#: 113-010-547  
Beneficiary Account No.: 90124099  
Beneficiary Account Name: Wire FL  
Reference: DO NOT POST CONTACT:  
LDFCPublicFinance.us@bbva.com  
Reference: Gavilan Joint Community College District – Insert Loan # Included on Invoice
IN WITNESS WHEREOF, the District has caused this Gavilan Joint Community College District, Santa Clara County, State of California, 2019-20 Tax and Revenue Anticipation Note, Series B to be executed by the President of its Board of Trustees by manual or facsimile signature and countersigned by the Secretary to such Board by manual or facsimile signature this ___ day of __________, 2020.

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

By: [Facsimile Signature] [Facsimile Signature]
President of the Board of Trustees
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the Resolution referred to herein which has been authenticated and registered on __________, 2020.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By: [Authorized Signatory] [Authorized Signatory]
Authorized Signatory
LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

[Facsimile Signature]
Secretary to the Board of Trustees

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto the _______within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) _______attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: __________________________

Signature Guaranteed by:

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.
RESOLUTION NO. __________

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA PROVIDING FOR THE ISSUANCE OF GAVILAN JOINT COMMUNITY COLLEGE DISTRICT, SANTA CLARA COUNTY, STATE OF CALIFORNIA, 2019-20 SERIES B TAX AND REVENUE ANTICIPATION NOTES IN AN AMOUNT NOT TO EXCEED $4,500,000

WHEREAS, pursuant to Section 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing" that provides for temporary borrowing by certain local agencies, on or after the first day of any fiscal year (being July 1), a community college district may borrow money by issuing notes for any purpose for which the community college district is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment and the discharge of any obligation or indebtedness of the community college district; and

WHEREAS, Section 53853 of the Act requires that such notes must be issued in the name of the District by the board of supervisors of the County of Santa Clara (the "County"), the county superintendent of which has jurisdiction over the community college district, as soon as possible following the receipt of a resolution of the governing board of the community college district requesting the borrowing; and

WHEREAS, the California School Cash Reserve Program Authority (the "Authority") issued $82,195,000 of its 2019-2020 Bonds, Series B ("Series B Bonds") pursuant to an Original Indenture, dated as of July 1, 2019, as supplemented by a First Supplemental Indenture, dated as of July 1, 2019, each by and between the Authority and U.S. Bank National Association, as trustee. The proceeds of the Series B Bonds were used to purchase certain 2019-20 Tax and Revenue Anticipation Notes (the "July 2019 Notes") from the District in the amount of $5,980,000; and

WHEREAS, the District has pledged as security for the payment of the principal of and interest on the July 2019 Notes an amount equal to (i) fifty percent (50%) of the principal of the July 2019 Notes from the first Unrestricted Revenues (defined herein) received by the District in the month ending January, 2020 and (ii) fifty percent (50%) of the principal of and interest due on the July 2019 Notes from the first Unrestricted Revenues (defined herein) received by the District in the month ending April, 2020; and

WHEREAS, the County Superintendent of Santa Clara County Office of Education (the "County Superintendent") has jurisdiction over the Gavilan Joint Community College District (the "District"), and this Board of Supervisors of the County (the "County Board") has received a resolution of the Board of Trustees of the District (the "District Board"), being the governing board of the District, dated March 10, 2020, entitled "RESOLUTION OF THE BOARD OF TRUSTEES OF THE GAVILAN JOINT COMMUNITY COLLEGE DISTRICT AUTHORIZING THE ISSUANCE OF 2019-20 SERIES B TAX AND REVENUE ANTICIPATION NOTES FOR SAID DISTRICT AND REQUESTING THE BOARD OF SUPERVISORS OF SANTA CLARA COUNTY TO ISSUE SAID NOTES" (the "District Resolution") which District Resolution requests the borrowing of not exceeding Four Million Five Hundred Thousand Dollars ($4,500,000) at an interest rate not to exceed the maximum rate allowed by law, through the issuance by the County...
Board of 2019-20 Tax and Revenue Anticipation Notes, Series B (the “Notes”) in the name of the District; and

WHEREAS, such Notes are payable on such date that is not later than thirteen months after the date of issue, and such Notes shall be payable only from the District’s revenue received in or accrued to the fiscal year 2019-20 in which the Notes are to be issued; and

WHEREAS, pursuant to Section 53856 of the Act, the District may pledge any taxes, income, revenue, cash receipts or other moneys, including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose); and the District Resolution specifies that certain unrestricted revenues that will be received by the District for the General Fund of the District during or allocable to fiscal year 2019-20 shall be pledged for the payment of the Notes; and

WHEREAS, the Notes shall be a general obligation of the District, and to the extent not paid from the taxes, income, revenue, cash receipts and other moneys of the District pledged for the payment thereof shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as required by Section 53857 of the Act, and shall not in any way be payable from County moneys or assets; and

WHEREAS, the Notes shall be in denominations of $5,000 or integral multiples thereof, as permitted by Section 53854 of the Act; shall be issued on a date provided in the Contract of Purchase (hereinafter referred to) therefor, as permitted by Section 53853 of the Act; and shall be in the form and executed in the manner prescribed in the District Resolution and herein, as required by Section 53853 of the Act; and

WHEREAS, the District has found and determined that said $4,500,000 maximum principal amount of Notes to be issued by the County Board in fiscal year 2019-20, when added to the interest payable thereon and the principal and interest payable on the July 2019 Notes does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys of the District which will be available for Fiscal Year 2019-20, as required by Section 53858 of the Act; and

WHEREAS, the District has determined that the Notes will not be outstanding after a period ending thirteen months after the date on which such Notes are issued, as will be set forth in the Contract of Purchase, and will not be issued in an amount greater than the maximum anticipated cumulative cash flow deficit to be financed by the anticipated tax or other revenue sources for the period for which such taxes or other revenues are anticipated and during which such Notes are outstanding, all as provided in Section 1.103-14(c) of the Income Tax Regulations of the United States Treasury;

NOW, THEREFORE, the Board of Supervisors of the County of Santa Clara, State of California hereby resolves as follows:

Section 1. Authorization of Issuance of Notes; Terms Thereof; Paying Agent. As required by law, the County Board hereby determines to and shall issue in the name of the District, an amount not-to-exceed $4,500,000 principal amount of Notes under Sections 53850 et seq. of the Act, designated “Gavilan Joint Community College District, Santa Clara County, State of California,
2019-20 Tax and Revenue Anticipation Notes, Series B” (the “Notes”). The Notes shall be issued in one or more series of federally taxable or tax-exempt Notes, with appropriate series designation, numbered from 1 consecutively upward in order of issuance, and in the denominations of $5,000 principal amount or integral multiples thereof (or such other integral multiple as may be provided in the Note Purchase Contract (defined herein)). The Notes shall be dated the date of delivery thereof; shall mature, with or without option of prior redemption, as set forth in the Note Purchase Contract (defined herein) on a day (or days, if more than one series of Notes is issued) in which banks in New York or California are open for business and no later than thirteen months after the date of issuance; and shall bear interest, payable monthly and computed on a 30-day month/360-day year basis, at the per annum rate or rates set forth in the Note Purchase Contract relating for the Notes (the “Note Purchase Contract”), between the District and BBVA Mortgage Corporation, an Alabama corporation (the “Purchaser”) but not in excess of the maximum interest rate allowed by law; except, however, the interest rate shall be at a rate of 5% over the stated rate in the Note Purchase Contract, for periods when interest payments are not received within 10 days of their due dates.

The principal amount of the Notes issued pursuant hereto, when added to the interest payable thereon, shall not exceed eighty-five percent (85%) of the estimated amount of uncollected taxes, income, revenue, cash receipts and other moneys of the District which will be available for the payment of the July 2019 Notes and the Notes, and interest thereon.

Both the principal of and interest on the Notes shall be payable, only upon surrender thereof, in lawful money of the United States of America at the office of the Director of Finance of the County (the “Director of Finance”), who is hereby designated to be the paying agent for the Notes (in such capacity, the “Paying Agent”). The Director of Finance is authorized to contract with any third party to perform the services of Paying Agent hereunder. For purposes of the Notes, the Paying Agent shall be deemed to be a “fiscal agent” within the meaning of Section 53601 of the Government Code of the State of California. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable.

Section 2. Form of Notes. The Notes shall be issued in registered form, without coupons, and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures. The Notes shall be initially registered in the name of the Purchaser, and shall be evidenced by one or more note certificates, in the full principal amount of the Notes. Registered ownership may not thereafter be transferred except as set forth herein. There shall be attached to each Note, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, respecting the validity of said Notes.

Section 3. Transfer and Exchange of Notes. The registration of any Note may, in accordance with its terms, be transferred, upon the registration books kept by the Paying Agent for such purpose, by the person in whose name it is registered, in person or by a duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form approved by the Paying Agent.

Whenever any Note or Notes shall be surrendered for registration or transfer, the Paying Agent shall execute and deliver a new Note or Notes, for a like aggregate principal amount. The Paying Agent shall require the Owner (as defined herein) of the Notes requesting such registration of transfer to pay any tax or other governmental charge required to be paid with respect to such transfer. The County may require the Owner requesting such registration of transfer to pay such additional
reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent with respect to such registration of transfer.

Notes may be exchanged at the principal office of the Paying Agent for a like aggregate principal amount of Notes in other authorized denominations. The Paying Agent shall require the payment by the Note Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. The County may require the Owner requesting such exchange to pay such additional reasonable charge as may be necessary to cover customary expenses incurred and fees charged by the Paying Agent or the County with respect to such exchange.

Notwithstanding anything herein to contrary, the Notes may only be transferred in Authorized Denominations and must be in compliance with the securities laws of the United States of America; and to (i) an affiliate of the Registered Owner, (ii) a trust or other custodial arrangement established by the Registered Owner or one of its affiliates, the owners of the beneficial interests in which are limited to “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (iii) a Person that is a qualified institutional buyer and a commercial bank having capital and surplus, determined as of the date of any transfer, of $5,000,000,000 or more. The persons and entities identified in clauses (i) and (ii) of the foregoing sentence shall be referred to as the “Eligible Transferees.” Notwithstanding the foregoing, if the principal amount of the outstanding Notes is less than $250,000, the Notes may not be transferred to any Eligible Transferee without the prior written consent of the District.

Section 4. Deposit and Investment of Note Proceeds; No Arbitrage. The moneys so borrowed shall be deposited with the District into a segregated account within the General Fund of the District (the “Proceeds Fund”) and shall be pledged to the payment of the Notes to the extent sufficient Pledged Revenues (as defined below) and other legally available Revenues are not deposited into the Repayment Fund (as defined below). The District has covenanted that it will make no use of the proceeds of the Notes that would cause the Notes to be “arbitrage bonds” under Section 148 of the Code; and, to that end, so long as any of the Notes are outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Notes and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Notes, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Notes will not be “arbitrage bonds.”

Section 5. Payment of Notes.

(A) Source of Payment. The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose), as provided in Section 53856 of the Act, and which are generally available for the payment of current expenses and other obligations of the District (collectively, the “Unrestricted Revenues”).

To the extent the Notes mature during the fiscal year succeeding fiscal year 2019-20, the Notes shall be payable only from Unrestricted Revenues which are received in or accrued to fiscal year 2019-20, and such accrued revenues are hereby determined to be accrued to the District’s 2019-
20 fiscal year, and are further determined to be lawfully available to pay the principal of and interest on the Notes.

Notwithstanding anything to the contrary contained herein or in any document mentioned herein or related to the Notes, the County shall not have any monetary liability or any other liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Notes shall be payable solely from the moneys of the District available therefor as set forth in this Section and in Section 4 of the District Resolution. Further, the County shall have no responsibility for or liability as a result of the use of the proceeds of the sale of the Notes.

(B) **Pledged Revenues.** Except as otherwise provided in the Notes or the Note Purchase Contract, as security for the payment of the principal of and interest on the Notes, the District hereby pledges such Unrestricted Revenues in an amount equal to one-third of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending May 31, 2020; plus an amount equal to one-third of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending June 30, 2020; plus an amount equal to one-third of the principal amount of the Notes from the unrestricted revenues received by the District in the month ending July 31, 2020; plus an amount sufficient to pay interest on the Notes through maturity and any deficiency in the amount required to be deposited during any prior month, from unrestricted revenues received by the District in the month ending July 31, 2020 (such pledged amounts being hereinafter called the "Pledged Revenues"). The Pledged Revenues shall be deposited by the District into the Repayment Fund (defined herein) on the date or dates specified in the Note Purchase Contract.

The principal of the Notes and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient Unrestricted Revenues received by the District to permit the deposit into the Repayment Fund, of the full amount of Pledged Revenues to be deposited from such Unrestricted Revenues, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for repayment of the Notes and the interest thereon.

(C) **Covenant Regarding Additional Short-term Borrowing.** The District has covenanted and warranted that it will not request the Director of Finance to make temporary transfers of funds in the custody of the Director of Finance to meet any obligations of the District during the 2019-20 fiscal year pursuant to the authority of Article XVI, Section 6 of the Constitution of the State of California or any other legal authority.

(D) **Deposit of Pledged Revenues.** The Pledged Revenues shall be held (in accordance with the District Resolution) in a special fund designated as the “Gavilan Joint Community College District, 2019-20 Tax and Revenue Anticipation Notes Series B Repayment Fund” (herein called the “Repayment Fund”) and applied as directed in this Resolution. Any moneys placed in the Repayment Fund shall be for the benefit of the holders of the Notes, and until the Notes and all interest thereon are paid or until provision has been made for the payment of the Notes at maturity with interest to maturity, the moneys in the Repayment Fund shall be applied only for the purposes for which the Repayment Fund is created.
(E) Disbursement and Investment of Moneys in Repayment Fund. From the date this Resolution takes effect, all Pledged Revenues shall, when received, be deposited with the County and accounted for in the Repayment Fund. After such date as the amount of Pledged Revenues deposited for in the Repayment Fund shall be sufficient to pay in full the principal of and interest on the Notes, when due, any moneys in excess of such amount remaining in or accruing to the Repayment Fund shall be transferred to the General Fund of the District upon the request of the District. On the maturity date of the Notes, the moneys in the Repayment Fund shall be used, to the extent necessary, to pay the principal of and interest on the Notes and any excess remaining in the Repayment Fund after payment of Notes shall be transferred to the District.

Moneys in the Repayment Fund shall be invested in accordance with the District Resolution, at the request of the District in investment securities or other investments permitted by applicable California law, as it is now in effect and as it may be amended, modified or supplemented from time to time, including investments authorized by Section 11 hereof; to the extent that moneys invested or held by the County are subject to arbitrage rebate, neither the County nor any officer or employee of the County shall assume hereunder or under the provisions of any rebate certificate any duty or obligation to make the actual calculations of arbitrage rebate liability of the District, or to pay any such rebate or any penalties in regard thereto if the District miscalculates or fails to pay or cause such rebate or such penalties to be paid.

Section 6. Execution of Notes. The President of the Board of Supervisors of the County of Santa Clara, or a designated deputy thereof, is hereby authorized to sign the Notes manually or by facsimile signature; the Director of Finance of the County is hereby authorized to sign the Notes manually or by facsimile signature and the Clerk of the County Board (the “Clerk”) is hereby authorized to countersign the Notes manually or by facsimile signature, provided that at least one of the foregoing shall sign manually, and said Clerk is hereby authorized to affix the seal of the County thereto by facsimile impression thereof, and said officers are hereby authorized to cause the blank spaces thereof to be filled in as may be appropriate.

During any period that the Purchaser is the owner of the Notes, the Notes shall not be (i) registered or otherwise qualified for sale under the “Blue Sky” laws, (ii) assigned a rating by any credit rating agency, (iii) registered with The Depository Trust Company or any other securities depository, (iv) offered pursuant to any type of offering document or official statement or (v) assigned a CUSIP number by Standard & Poor’s CUSIP Service.

Section 7. Approval of Contract of Purchase. The Notes shall be sold at negotiated sale. The form of Contract of Purchase for the Notes, by and among the County, the District and the Purchaser, substantially in the form on file with the Clerk of the Board, is hereby approved. The President or a designated deputy thereof and the Director of Finance of the County are hereby authorized to execute and deliver the Contract of Purchase, and the Vice President, Administrative Services, the Associate Vice President, Business & Security Services, or other Authorized Officers, or their designees, of the District are hereby requested to acknowledge such Contract of Purchase, if necessary, but with such changes therein, deletions therefrom and modifications thereto as the President (or designated County official) may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rate on the Notes shall not exceed that authorized by law and that the Purchaser’s fee shall not exceed 0.5% of the par amount of the Notes. The President, an authorized deputy thereof, or the Director of Finance are hereby further authorized to determine the maximum principal amount of Notes to be specified in the Contract of Purchase, up to $4,500,000 and to enter into and execute the Contract of
Purchase with the Purchaser, if the conditions set forth in the District Resolution and this Resolution are satisfied.

Section 8. Delivery of Notes. The proper officers of the County Board are hereby authorized and directed to deliver the Notes to the Purchaser in accordance herewith and with the Contract of Purchase. All actions heretofore taken by the officers and agents of the County Board with respect to the sale and issuance of the Notes are hereby approved, confirmed and ratified, and the officers of the County Board are hereby authorized and directed, for and in the name and on behalf of the County Board, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution.

Section 9. Further Actions Authorized. It is hereby covenanted that the County, and its appropriate officials, have duly taken all proceedings necessary to be taken by them, and will take any additional proceedings necessary to be taken by them, for the levy, collection and enforcement of the secured property taxes pledged under the District Resolution in accordance with the law and for carrying out the provisions of the District Resolution and of this Resolution.

Section 10. Authorization to Invest Moneys held by the County on Behalf of the District. All moneys held on behalf of the District by the County in the Proceeds Fund and Repayment Fund, if not invested, shall be held in time or demand deposits as public funds and shall be secured at all times by bonds or other obligations which are authorized by law as security for public deposits, of a market value at least equal to the amount required by law.

Moneys held by the County on behalf of the District in the Proceeds Fund and Repayment Fund shall be invested by the County at the discretion of the Director of Finance in any one or more investments generally permitted to community college districts under the laws of the State of California, consistent with the investment policy of the County and this Resolution (the “Permitted Investments”). The Permitted Investments shall specifically include: (a) the County Pooled Investment Fund maintained by the Director of Finance and (b) at the request of the District, (i) the Local Agency Investment Fund maintained by the Treasurer of the State of California; (ii) other investments permitted under section 53601 of the California Government Code; and (iii) investment agreements with financial institutions with senior unsecured credit ratings in one of the two highest rating categories (without regard to any refinement or gradation of such rating category by a plus or minus or a numeral) from one or more nationally recognized statistical rating organization then rating the Notes. In regard to any investments requested by the District specified in clauses (b)(i), (b)(ii) or (b)(iii) above, the County may decline the request of the District upon any reasonable basis, including, specifically, any concerns of the County regarding the legality, structure or appropriateness of the investment vehicle generally or the process proposed for the bidding or the execution of the investment. Consent by the County to a request by the District to use any investments requested by the District specified in clauses (b)(i), (b)(ii) or (b)(iii) above shall in no way imply any endorsement by the County of such investment and the County assumes no liability for the results of such investment or of the provider thereof.

Interest earning derived from the investment of amounts invested by the County on behalf of the District in the Proceeds Fund and Repayment Fund shall be retained therein and used for the purposes of such fund.
Section 11. **Other Actions.** (A) Officers of the Board and County officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Notes and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(B) Notwithstanding any other provision herein, the provisions of this Resolution may be amended by the Note Purchase Contract.
Section 12. All the recitals in this Resolution above are true and correct and this County Board so finds, determines and represents.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara this 7th day of April, 2020, by the following vote:

AYES:

NOES:

ABSENT:

By: ____________________________
    Cindy Chavez, President,
    Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors

ATTEST:

______________________________
Megan Doyle, Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

______________________________
James R. Williams, County Counsel
GAVILAN JOINT COMMUNITY COLLEGE DISTRICT  
SANTA CLARA COUNTY, STATE OF CALIFORNIA  
2019-20 TAX AND REVENUE ANTICIPATION NOTE, SERIES B

<table>
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<th>Rate of Interest:</th>
<th>Note Date:</th>
<th>Maturity Date:</th>
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<td>_____%</td>
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REGISTERED OWNER: BBVA MORTGAGE CORPORATION, AN ALABAMA CORPORATION

PRINCIPAL AMOUNT: ___________________________ DOLLARS

FOR VALUE RECEIVED, the Gavilan Joint Community College District (the "District"), Santa Clara County, State of California, acknowledges itself indebted to and promises to pay the Registered Owner identified above, or registered assigns, at the office of the Director of Finance of the Santa Clara County, the Principal Amount specified above in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), in like lawful money of the United States of America from the Note Date specified above until payment in full of said principal sum; provided, however, the Rate of Interest shall be adjusted to a rate of 5% over the specified Rate of Interest, for any period when interest payments are not received within 10 days of their due dates. Both the principal of and interest on this Note shall be payable only upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the Registered Owner fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note is one of an authorized issue of Notes in the aggregate principal amount of ________________________ Dollars ($__________________ ) all of like date, tenor and effect, made, executed and given pursuant to and by authority of a resolution of the Board of Supervisors of Santa Clara County duly passed and adopted on April 7, 2020 and a Resolution of the Board of Trustees of the District duly passed and adopted on March 10, 2020 under and by authority of Government Code Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Notes, together with the interest thereon, shall be payable from taxes, income, revenue (including, but not limited to, revenue from state and federal governments), cash receipts
and other moneys including moneys deposited in inactive or term deposits (but excepting certain moneys encumbered for a special purpose), received in or accrued to fiscal year 2019-20, and which are generally available for the payment of current expenses and other obligations of the District (the “Unrestricted Revenues”). As security for the payment of the principal of and interest on the Notes the District has pledged an amount equal to one-third of the principal of and interest due on the Notes from the first Unrestricted Revenues received by the District in the months ending May 31, 2020, June 30, 2020 and July 31, 2020, respectively (such pledged amounts being hereinafter called the “Pledged Revenues”). The principal of the Notes and the interest thereon shall constitute a first lien and charge on such Pledged Revenues, and shall be payable therefrom, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office of the Paying Agent in San Francisco, California but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Note except that this Note shall not be transferred or exchanged later than the 15th day prior to the maturity date hereof. Upon such transfer a new Note or Notes of authorized denominations and for the same aggregate principal amount will be issued to the transferees in exchange herefor.

The County, the District and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The District shall, furnish or cause to be furnished to the Registered Owner, at the District’s expense (i) the audited financial statements of the District within 210 days of the end of the District’s fiscal year (running from July 1 of each year through June 30 of the following year), (ii) the final annual operating budget of the District for each fiscal year within 30 days of the commencement of each fiscal year, and (iii) such other information respecting the District, and the operations, affairs and financial condition of the District as the Registered Owner may from time to time reasonably request. Any audited financial statements furnished to the Registered Owner shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the District’s financial condition as of the date of the statements. Initially, the District shall provide such documents directly to the Registered Owner. Such documents may be filed on the Electronic Municipal Market Access (“EMMA”) website maintained by the Municipal Securities Rulemaking Board and located at www.cmma.msrb.org. Such documents may be contained in, or otherwise made part of, any other filings required to be made by the District to the EMMA website pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The District shall provide to the Registered Owner:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes a default under the Resolution, together with a detailed statement by an authorized representative of the steps being taken by the District to cure the effect of such default;

(b) prompt written notice of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the District or the Pledged Revenues which involve claims equal to or in excess of $250,000 or that seeks injunctive relief; and
(c) prompt written notice of any Material Litigation, Material Adverse Effect or any investigation, inquiry or similar proceeding by any Governmental Authority with respect to any matter that relates to or could materially impact Pledged Revenues.

For purposes of the preceding paragraph, the following definitions shall apply to the capitalized terms.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, district or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business, facilities or operations of the District, (b) the ability of the District to carry out its business in the manner conducted as of the date of the Resolution or to meet or perform its obligations under the Resolution on a timely basis, or the (c) the validity or enforceability of the Resolution.

“Material Litigation” means any action, suit, proceeding, inquiry or investigation against the District in any court or before any arbitrator of any kind or before or by any Governmental Authority, of which the District has notice or knowledge and which, (i) if determined adversely to the District, may have a Material Adverse Effect, (ii) seeks to restrain or enjoin any of the transactions contemplated by the Resolutions and the Note Purchase Contract, or (iii) may adversely affect (A) the exclusion of interest on the Notes from gross income for federal income tax purposes or the exemption of such interest for state income tax purposes or (B) the ability of the District to perform its obligations under the Resolutions.

Until the District and the Paying Agent are otherwise notified in writing by the Registered Owner, all principal and interest payments with respect to this Note shall be made by wire transfer using the following wiring instructions:

BBVA Mortgage Corporation, an Alabama corporation
8333 Douglas Avenue, 2nd Floor
Dallas, Texas 75225

ABA#: 113-010-547
Beneficiary Account No.: 90124099
Beneficiary Account Name: Wire GL
Reference: DO NOT POST CONTACT:
LDFCPublicFinance.us@bbva.com
Reference: Gavilan Joint Community College District – Insert Loan # Included on Invoice
IN WITNESS WHEREOF, the County of Santa Clara has caused this Gavilan Joint Community College District, Santa Clara County, State of California, 2019-20 Tax and Revenue Anticipation Note, Series B to be executed by the President of its Board of Supervisors and by the Clerk of its Board of Supervisors by [facsimile] signature and countersigned by the Director of Finance by [manual] signature and has caused a facsimile of its official seal to be printed hereon this ___ day of _____________, 2020.

COUNTY OF SANTA CLARA

By: [Facsimile/Manual Signature] 
President of the Board of Supervisors

By: [Facsimile/Manual Signature] 
Director of Finance

Countersigned

By: [Facsimile/Manual Signature] 
Clerk of the Board of Supervisors
CERTIFICATE OF AUTHENTICATION

This note is one of the notes described in the Resolutions referred to herein which has been authenticated and registered on ______, 2020.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

By: ________________________________
Authorized Signatory

LEGAL OPINION

I HEREBY CERTIFY that the following is a true and correct copy of the legal opinion upon the Notes therein described that was provided by Stradling Yocca Carlson & Rauth, a Professional Corporation, and was dated as of the date of delivery of and payment for said Notes.

[Facsimile Signature]
Secretary to the Board of Trustees
Gavilan Joint Community College District

ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto the __________ within-mentioned registered Note and hereby irrevocably constitute(s) and appoint(s) __________ attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Dated: ______________________________

Signature Guaranteed by:

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTE: The signature to the assignment must correspond to the name as it appears upon the face of this Note in every particular, without any alteration or change whatsoever.
$________

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
(Santa Clara County, State of California)
2019-20 Tax and Revenue Anticipation Notes, Series B

NOTE PURCHASE CONTRACT

________, 2020

[Finance Agency
70 W. Hedding Street, 6th Floor, East Wing
San Jose, California 95110]

Gavilan Joint Community College District
5055 Santa Teresa Boulevard
Gilroy, California 95020

The undersigned, Compass Bank (the “Purchaser”), offers to enter into the following contract (this “Note Purchase Contract”) with the County of Santa Clara, California (the “County”) and Gavilan Joint Community College District (the “District”), which, upon acceptance of this offer thereby will be binding upon the County, the District and the Purchaser. This offer is made subject to acceptance of this Note Purchase Contract by the County and the District on or before 11:59 p.m., California time, on the date hereof, and, if this Note Purchase Contract is not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the County and the District.

1. Purchase and Sale of the Notes. Upon the terms, conditions and basis of the representations, warranties and agreements set forth herein, the Purchaser hereby agrees to purchase from the District, and the District agrees to sell to the Purchaser, all (but not less than all) of the Gavilan Joint Community College District (Santa Clara County, State of California) 2019-20 Tax and Revenue Anticipation Notes, Series B, in the aggregate principal amount of $________ (the “Notes”).

Inasmuch as this purchase and sale represents a negotiated transaction, the County and the District acknowledge and agrees that: (i) the transaction contemplated by this Note Purchase Contract is an arm’s-length commercial transaction between the County, the District and the Purchaser, in which the Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the County or the District; (ii) the Purchaser has not assumed a fiduciary responsibility to the County or the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether or not the Purchaser has provided other services or is currently providing other services to the District on other matters); (iii) the Purchaser is acting solely in its capacity as an Purchaser for its own account; (iv) the only obligations the Purchaser has to the County or the District with respect to the transaction contemplated hereby are expressly set forth in this Note Purchase Contract; and (v) the County and the District has consulted with its own legal, accounting, tax, financial and other advisors to the extent it deemed appropriate.
The Notes shall be dated the date of initial execution and delivery, shall mature on July 31, 2020, and shall bear interest at the rate of ___% per annum (with a yield to maturity of ___%). The aggregate purchase price to be paid by the Purchaser for the Notes is hereby agreed to be $________.

The Notes shall be executed and delivered under and in accordance with the provisions of this Note Purchase Contract and the Resolutions (defined herein). The Notes shall be in fully registered form, registered in the name of the Purchaser; the Notes shall initially be in an authorized denomination equal to the principal amount of the Notes.

2. **The Notes.** The Notes shall be issued and secured pursuant to the provisions authorizing resolution adopted by the Board of Trustees of the District on March 10, 2020 (the “District Resolution”) and the resolution adopted by Board of Supervisors of the County on April 7, 2020 (the “County Resolution”, and together with the District Resolution, the “Resolutions”), and Article 7.6, Chapter 4, Part 1, Division 2, Title 5, commencing with Section 53850 et seq., of the California Government Code (the “Act”). The Paying Agent for the Notes, pursuant to the Resolution, shall be U.S. Bank National Association.

Pursuant to Section 53854 of the Act, the Notes shall be payable from taxes, income, revenue (including but not limited to revenue from state and federal governments), cash receipts and other moneys (including moneys deposited in inactive or term deposits, but excepting certain moneys encumbered for a special purpose), and generally available for payment of current expenses and other obligations thereof (collectively, the “Unrestricted Revenues”).

The Notes shall be delivered and secured under the Resolution. The principal and interest evidenced by the Notes shall be payable as provided in the Resolution. All capitalized items not defined herein shall have the meanings set forth in the Resolution.

**Establishment of Issue Price.** The Purchaser agrees to assist the District in establishing the issue price of the Notes and shall execute and deliver to the District at Closing an “issue price” or similar certificates substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the District and Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), to accurately reflect, as applicable, the initial issue price of the Notes. All actions to be taken by the District under this section to establish the issue price of the Notes may be taken on behalf of the District by the District’s municipal advisor identified herein and any notice or report to be provided to the District may be provided to the District’s municipal advisor.

3. **Reserved.**

4. **Closing.** At 9:00 a.m., California time, on April __, 2020, or at such earlier or later time or date as shall be agreed by the District and the Purchaser (such time and date being herein referred to as the “Closing Date” or the “Closing”), the District will deliver to the Purchaser, the Notes in the form of one or more fully registered Notes (which may be typewritten) duly executed in accordance with the Resolution, and will deliver or cause to be delivered to the offices of Bond Counsel (or such other location as may be designated by the Purchaser), the other documents herein mentioned.
It shall be a condition to the obligation of the Purchaser to purchase, to accept delivery of and to pay for the Notes, that the entire aggregate principal amount of the Notes shall be sold and delivered at the Closing. The Purchaser will accept such delivery and pay the purchase price of the Notes as set forth in Section 1 herein by wire transfer in immediately available funds.

5. **Representations, Warranties and Agreements of the District.** The District represents, warrants and agrees as follows:

(a) the District is, and will be at the Closing Date, a duly organized, validly existing and operating community college district pursuant to the laws of the State of California (the “State”) with full power and authority to issue the Notes and to observe and perform the covenants and agreements set forth in the Resolution and this Note Purchase Contract;

(b) by official action thereof, prior to or concurrently with the acceptance hereof, the District (i) adopted the Resolution, and authorized and approved the execution and delivery of this Note Purchase Contract, and the performance of its obligations contained in the Notes, the Resolution, and this Note Purchase Contract, and (ii) the Resolution is in full force and effect and has not been amended or supplemented as of the date hereof, and the District further covenants that it will advise the Purchaser promptly of any proposal to amend or supplement the Resolution;

(c) the adoption of the Resolution and the execution and delivery of this Note Purchase Contract, and the Notes, and compliance with the provisions on the District’s part contained herein and therein, do not and will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust, bond, note, resolution, agreement or other instrument to which the District is a party or by which the District or, to its knowledge, any of its properties are bound, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets of the District which materially adversely affects the security for the Notes under the terms of any such law, administrative regulation, judgment, decree, statute, indenture, mortgage, deed of trust bond, note, resolution, agreement or other instrument, except as provided in the Resolution;

(d) no consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required, or is required and has not been taken or obtained, in connection with the issuance, delivery or sale of the Notes or the consummation of the other transactions effected or contemplated herein or hereby;

(e) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the titles of the officials of the District to such offices; or (ii) seeking to restrain, prohibit or enjoin the sale, issuance or delivery of any of the Notes, the application of the proceeds of the sale of the Notes or the collection of revenues or assets of the District pledged or to be pledged or
available to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contesting the powers of the District or its authority with respect to the Notes, the Resolution or this Note Purchase Contract or in any way contesting or affecting the validity or enforceability of the Notes; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Note Purchase Contract or the Resolution, (b) declare this Note Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Notes from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation;

(f) the District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Notes;

(g) the terms and provisions of this Note Purchase Contract comply in all material respects with the requirements of the Resolution, and each of the Note Purchase Contract, assuming due authorization, execution and delivery by the other party thereto, and the Notes when duly authorized and delivered, will constitute a valid and binding obligation of the District, enforceable in accordance with its terms, subject to limitations on such enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California;

(h) the District is not in violation or breach of or default under any applicable law or administrative rule or regulation of the United States or any state thereof having jurisdiction over the District or its properties, or of any department, division, agency or instrumentality of any state thereof, or any applicable court judgment or administrative decree or order, or any lease, note, resolution, indenture, contract, agreement or other instrument to which the District is a party or is otherwise (to its knowledge) subject or bound, or to which any of its property is otherwise subject, which in any way materially affects the issuance of the Notes or the validity thereof, this Note Purchase Contract or the Resolution, or materially adversely affects the ability of the District to perform any of its obligations under any thereof;

(i) The District will punctually pay or cause to be paid the principal of and interest on the Notes in strict conformity with the terms of the Resolution, this Note Purchase Contract and the Notes and it will faithfully observe and perform all of the conditions, covenants and requirements of the Notes and the Resolution. The District will cause the monies to be deposited in the Gavilan Joint Community College District, 2019-20 Tax and Revenue Anticipation Notes, Series B Repayment Fund (the “Repayment Fund) when received until the amount on deposit in the Repayment Fund is equal to the principal of and interest due on the Notes.

(j) any certificate signed by an authorized officer of the District and delivered to the Purchaser shall be deemed a representation and warranty by the District, but not by the person signing the same;
(k) the District will furnish such information, execute such instruments and take such other action as the Purchaser may reasonably request in connection with the purchase and holding of the Notes; and

(l) except as has been disclosed to the Purchaser, there has been no change in the financial condition of the District since June 30, 2019, that will in the reasonable opinion of the District materially impair its ability to perform its obligations under the Resolution and the Notes.

6. **Representations, Warranties and Agreements of the Purchaser.** The Purchaser represents to and agrees with the District that, as of the date hereof and as of the date of the Closing:

   (a) the Purchaser is duly authorized to execute this Note Purchase Contract and to take any action under the Note Purchase Contract required to be taken by it;

   (b) the Purchaser has, and has had, no financial advisory relationship, as that term is defined in California Government Code Section 53590(c), with the District with respect to the Notes, and no investment firm controlling, controlled by or under common control with the Purchaser has or has had any such financial advisory relationship; and

   (c) the Purchaser has independently investigated and confirmed the financial condition of the District, and has had opportunity to request and be provided with any information it thought necessary to approve the financing.

7. **Conditions to Closing.** The Purchaser has entered into this Note Purchase Contract in reliance upon the representations, warranties and covenants of District contained in the Resolution and to be contained in the documents and instruments to be delivered at the Closing (hereinafter referred to collectively as the “Delivery Certificates”) and upon the performance by the District of its obligations hereunder and under the Resolution (collectively, the “Documents”), both as of the date hereof and as of the Closing Date. Accordingly, the Purchaser’s obligation under this Note Purchase Contract to purchase, to accept delivery of and to pay for the Notes shall be subject to the performance by the District of its obligations to be performed hereunder and under the Documents at or prior to the Closing and shall also be subject to the following conditions, including the delivery by the District of such documents as are contemplated hereby in form and substance satisfactory to Bond Counsel:

   (a) The representations and warranties of the District contained herein and in the Delivery Certificates shall be true, complete and correct in all material respects as of the date thereof, and the representations and warranties of the District contained in the Resolution shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing. The District shall inform the Purchaser prior to the Closing if it has actual knowledge that any of the representations and warranties contained herein, in the Resolution or in the Delivery Certificates has become false or misleading.
(b) At the time of the Closing, all official action of the District relating to the Resolution shall be in full force and effect and shall not have been revoked, amended, modified or supplemented.

(c) The Purchaser shall have the right to terminate the Purchaser’s obligation under this Note Purchase Contract to purchase, to accept delivery of and to pay for the Notes by notifying the District of its election to do so if, after the execution hereof and prior to the Closing, the market price or marketability of the Notes, or the ability of the Purchaser to enforce contracts for the sale of the Notes, in the reasonable opinion of the Purchaser, has been or will be materially and adversely affected by the occurrence of any of the following:

(1) legislation enacted by Congress, or passed by either House thereof, or favorably reported for passage thereto by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of changing, directly or indirectly, the federal income tax consequences or State tax consequences of interest on the Notes or of obligations of the general character of the Notes in the hands of the holders thereof; or

(ii) by or on behalf of the SEC or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Notes, or obligations of the general character of the Notes, are not exempt from registration under the Securities Act of 1933, as amended;

(2) any outbreak or escalation of hostilities affecting the United States, the declaration by the United States of a national emergency or war, or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national emergency, or (ii) any other calamity or crisis relating to the effective operation of the government or the financial community in the United States, or (iii) a downgrade of the sovereign debt rating of the United States by any major credit rating agency or payment default on United States Treasury obligations;

(3) the declaration of a general banking moratorium by Federal, New York State or State authorities having appropriate jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the SEC or any other governmental authority having
jurisdiction or a material disruption in commercial banking or securities settlement or clearance services;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Notes, or obligations of the general character of the Notes, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Purchaser;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Notes (including any related underlying obligations), or the issuance, offering or sale of the Notes, as contemplated hereby, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to the outstanding indebtedness of the District;

(7) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District;

(8) the suspension by the SEC of trading in any outstanding securities of the District;

(9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Notes as described herein, or issued a stop order or similar ruling relating thereto;

(10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Notes;

(11) the purchase of and payment for the Notes by the Purchaser on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(d) At or prior to the Closing, the Purchaser shall have received the following documents:

(1) Reserved.
(2) A certified copy of the Resolution.

(3) The unqualified approving opinion, dated the Closing Date and addressed to the District, of Bond Counsel, together with a letter to the Purchaser stating that the Purchaser is entitled to rely on such approving opinion.

(4) A supplemental opinion, dated the Closing Date and addressed to the District and the Purchaser, of Bond Counsel, substantially to the effect that:

   (i) the Notes are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Resolution is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

   (ii) this Note Purchase Contract has been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by all the other party thereto, constitutes a legal, valid and binding agreement of the District enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California.

(5) A certificate of the District, dated the Closing Date and signed by an authorized officer of the District, substantially to the effect that:

   (i) the representations and warranties of the District contained in this Note Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing;

   (ii) none of the proceedings or authority for the execution and delivery of the Note by the District has been repealed modified, amended, revoked or rescinded; and

(6) A certificate of the District executed by an authorized officer of the District, in form and substance acceptable to Bond Counsel, dated as of the Closing Date, setting forth facts, estimates and circumstances concerning the use or application of the proceeds of the Notes, and stating in effect that on the basis of such facts, estimates and circumstances in existence on the date of the Closing, it is not expected that the proceeds of such Notes will be used in a manner that would cause such Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder or under the statutory predecessor of the Code.

(7) Evidence satisfactory to the Purchaser that the federal tax information Form 8038-G has been prepared for the District;
(8) A copy of the Notice of Sale required to be delivered to the California Debt and Investment Advisory Commission ("CDIAC") pursuant to Section 8855(k) of the California Government Code.

(9) The opinion, dated the Closing Date, of counsel to the District in substantially the form attached hereto as Exhibit C.

(10) A certificate of the Paying Agent, signed by a duly authorized officer of the Paying Agent, to the effect that, no litigation is pending or, to the best of the Paying Agent’s knowledge, threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Notes, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Notes or the validity or enforceability of the Notes or any agreement with the Paying Agent.

(11) Such legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence (i) compliance by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained or as contained in the Delivery Certificates, (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then required to be performed and all conditions then required to be satisfied by the District;

All of the opinions, letters, certificates, instruments and other documents mentioned in this Note Purchase Contract shall be deemed to be in compliance with the provisions hereof if, and only if, they are in form and substance satisfactory to the Purchaser.

If the District shall be unable to satisfy the conditions to the obligation of the Purchaser to purchase, to accept delivery of and to pay for the Notes contained in this Note Purchase Contract, or if the obligation of the Purchaser to purchase, to accept delivery of and to pay for the Notes shall be terminated for any reason permitted by this Note Purchase Contract, this Note Purchase Contract shall terminate and neither the Purchaser nor the District shall be under further obligation hereunder, and except that the respective obligations of the District and the Purchaser set forth in Section 11 hereof shall continue in full force and effect.

8. Expenses. (a) Upon the delivery of the Notes to and payment thereof from the Purchaser, the District shall pay solely from the proceeds of the Notes, all expenses incident to the issuance of the Notes, including, but not limited to (i) the cost of preparing the definitive Notes, and (ii) the fees and disbursements of the District’s Bond Counsel, the District’s financial advisor, the Paying Agent, the Purchaser’s Counsel, and any other experts or consultants, and the fees of the California Debt and Investment Advisory Commission. The District shall pay for expenses incurred on behalf of District employees which are directly related to the offering of the Notes, including, but not limited to, meals, transportation and lodging of those employees. The District hereby instructs the Purchaser to wire a portion of the purchase price for the Notes, in an amount equal to $_______, to U.S. Bank National Association, as fiscal agent, for the payment of costs of issuance of the Notes.
(b) The District acknowledges that it has had the opportunity to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Notes.

9. **Notices.** Any notice or other communication to be given to the District under this Note Purchase Contract may be given by delivering the same in writing if to the District, to Gavilan Joint Community College District, 5055 Santa Teresa Boulevard, Gilroy, California 95020; and any notice or other communication to be given to the Purchaser under this Note Purchase Contract may be given by delivering the same in writing to Compass Bank, 402 West Broadway, 23rd Floor, San Diego, California 92101, attention: Rick Martinez and to Compass Bank, 8333 Douglas Avenue, 2nd Floor Dallas, Texas 75225 Attention: LDFCPublicFinance.

10. **Parties In Interest.** This Note Purchase Contract is made solely for the benefit of the District and the Purchaser, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the representations, warranties and agreements of the District contained in this Note Purchase Contract and the Resolution shall remain operative and in full force and effect regardless of (i) any investigations made by or on behalf of the Purchaser, (ii) delivery of any payment for the Notes pursuant to this Note Purchase Contract and (iii) any termination of this Note Purchase Contract.

11. **Entire Agreement.** This Note Purchase Contract embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

12. **Execution.** This Note Purchase Contract shall become effective upon the execution of the acceptance hereof by a duly authorized signatory of the District, which acceptance hereof shall be indicated on the signature page hereof, and shall be valid and enforceable as of the time of such acceptance. This Note Purchase Contract may be executed by facsimile transmission and in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[REMAINDER OF PAGE LEFT BLANK]
13. **Governing Law.** This Note Purchase Contract shall be governed by and construed in accordance with the laws of the State of California.

Very truly yours,

COMPASS BANK

By: ________________________________
    Authorized Representative

Accepted at ____________ p.m., this ___ day of ______, 2020.

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT

By: ________________________________
    Wade Ellis
    Associate Vice President,
    Business & Security Services

COUNTY OF SANTA CLARA

By: ________________________________
    Director of Finance

Reviewed and Approved:

By: ________________________________
    Deputy County Counsel
EXHIBIT A

GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
(Santa Clara County, State of California)
2019-20 Tax and Revenue Anticipation Notes, Series B

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EXHIBIT B

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Compass Bank ("Compass") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. Purchase of the Notes. On the date of this certificate, the Purchaser is purchasing the Notes for the amount of $________. The Purchaser is not acting as an Underwriter with respect to the Notes. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes and the Purchaser has not agreed with the District pursuant to a written agreement to sell the Notes to persons other than the Purchaser or a related party to the Purchaser.

2. Defined Terms.

(a) District means the Gavilan Joint Community College District.

(b) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) Underwriter means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

[REMAINDER OF PAGE LEFT BLANK]
The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

Dated: __________, 2020

COMPASS BANK

By: 

Name: 

EXHIBIT C

FORM OF OPINION OF COUNSEL TO THE DISTRICT

Board of Trustees
Gavilan Joint Community College District
Gilroy, California

Compass Bank d/b/a BBVA Compass
402 West Broadway, 23rd Floor
San Diego, California 92101

Ladies and Gentlemen:

We have acted as counsel to the Gavilan Joint Community College District (the “District”) in connection with the issuance of the District’s 2019-20 Tax and Revenue Anticipation Notes (the “Notes”), and in such capacity are familiar with all the facts and circumstances in connection with that certain resolution of the District (the “Resolution”), adopted by the Board of Trustees of the District (the “Governing Board”) authorizing the borrowing of funds for fiscal year 2019-20 by means of the issuance of the Notes. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Note Purchase Contract for the Notes, entered into by and between the District and Compass Bank d/b/a BBVA Compass, as Purchaser (the “Note Purchase Contract”).

We have examined and relied upon such records, documents, certificates, and other matters as are in our judgment necessary to enable us to render the opinions expressed herein. Based on the foregoing, and with regard to California law and the federal laws of the United States of America, we are of the opinion as of the date hereof that:

1. The District is a duly organized, validly existing and operating community college district pursuant to the laws of the State of California.

2. The Resolution was duly adopted at a meeting of the governing body of the District which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption.

3. To the best of our knowledge, without independent investigation, and in sole reliance on a signed certificate of the District to such effect, there is no litigation against the District of any nature pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Notes, or any of the proceedings taken with respect to the issuance and sale of the
Notes, the application of moneys to the payment of the Notes or in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes or the title of officials of the District who have acted with respect to the proceedings for the issuance and sale of the Notes to their respective offices.

4. To the best of our knowledge, without independent investigation, and in sole reliance on a signed certificate of the District to such effect, the issuance of the Notes does not and will not conflict with or constitute on the part of the District a material breach of, or a default under any instrument to which the District is subject or by which it is bound.

5. The District has full right and lawful authority to adopt the Resolution and execute and deliver the Note Purchase Contract and, the Note Purchase Contract has been duly authorized, executed, and delivered by the District and the Resolution and the Note Purchase Contract are legal, valid, and binding obligations of the District, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or limiting creditors’ rights generally and by the principles of equity if equitable remedies are sought.
EXHIBIT D

FORM OF OPINION OF COUNTY COUNSEL

1. The County is a political subdivision duly organized and validly existing under the laws of the State of California.

2. The County Resolution was duly adopted at a meeting of the Board of Supervisors of the County which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting at the time of adoption.

3. The County Resolution and the Note Purchase Contract have been duly executed and remain in effect and valid, binding and enforceable against the County except as limited by bankruptcy, moratorium, reorganization, insolvency or other laws affecting creditors; rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases.

4. To the best of our knowledge, there is no litigation against the County of any nature pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the Notes, or any of the proceedings taken with respect to the issuance and sale of the Notes, the application of moneys to the payment of the Notes or in any manner questioning the proceedings and authority under which the Notes were authorized or affecting the validity of the Notes or the title of officials of the County who have acted with respect to the proceedings for the issuance and sale of the Notes to their respective offices.

5. The issuance of the Notes does not and will not conflict with or constitute on the part of the District a material breach of, or a default under any instrument, to which the County is subject or by which it is bound.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Cindy Chavez, Supervisor
SUBJECT: Commendations for 2019 Crisis Intervention Teams (CIT) Officers of the Year

RECOMMENDED ACTION

Adopt Commendations for Santa Clara County law enforcement officers who have served Santa Clara County and represented their agencies in an exceptional and exemplary manner in the application of the philosophy and practices of Crisis Intervention Team (CIT), and recognizing them as the 2019 Crisis Intervention Team (CIT) Officers of the Year. (Chavez)

City of Mountain View Police Department, Detective Angel Espitia; City of Los Altos Police Department, Officer Anthony Fantozzi; City of Palo Alto Police Department, Agent Brad Young; City of Palo Alto Police Department, Officer Charlie Tannous; County of Santa Clara Office of the Sheriff, Deputy Christopher Vorpahl; City of Milpitas Police Department, Officer Clint Jackman; City of Santa Clara Police Department, Officer David Britton; City of Palo Alto Police Department, Sergeant David Lee; County of Santa Clara Office of the Sheriff, Deputy Frederick Da Silva; City of Palo Alto Police Department, Detective George Pons; City of Palo Alto Police Department, Officer Ian Johnson; California Highway Patrol, Officer Jayson Doumas; County of Santa Clara Office of the Sheriff, Deputy Jesse Sanders; City of Los Altos Police Department, Officer Kelli Janda; Los Gatos-Monte Sereno Police Department, Officer Logan Howard; City of Palo Alto Police Department, Agt. Marianna Villaescuesa; City of Campbell Police Department, Officer Mark Cutler; City of Sunnyvale Department of Public Safety, Public Safety Officer Nelson Williams; City of Palo Alto Police Department, Sergeant Nic Martinez; Los Gatos-Monte Sereno Police Department, Corporal Richard Campbell; City of Palo Alto Police Department, Officer Rob Longwell and City of Palo Alto Police Department, Business Analyst Simon Williams

ATTACHMENTS:
- CIT Officers of the Year 2019 signed (PDF)
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented her agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Mountain View Police Department
Detective Angel Espitia

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

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WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Los Altos Police Department
Officer Anthony Fantozzi

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Approved as to form and legality:

Dave Cortese
Supervisor, District Three

Attest: Megan Doyle
Clerk, Board of Supervisors

S. Joseph Simitian
Supervisor, District Five

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

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WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Palo Alto Police Department
Agent Brad Young

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Dave Cortese
Supervisor, District Three

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel

Attest: Megan Doyle
Clerk, Board of Supervisors
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California’s first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county’s second CIT program in 2009;

WHEREAS, on a daily basis our county’s CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Palo Alto Police Department
Officer Charlie Tannous

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Approved as to form and legality:

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Dave Cortese
Supervisor, District Three

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Attest: Megan Doyle
Clerk, Board of Supervisors

Packet Pg. 1091
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

**County of Santa Clara Office of the Sheriff**

**Deputy Christopher Vorpahl**

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel

Packet Pg. 1092
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Milpitas Police Department
Officer Clint Jackman

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

[Signatures]

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel

Packet Pg. 1093
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Santa Clara Police Department
Officer David Britton

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Dave Cortese
Supervisor, District Three

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Attest: Megan Doyle
Clerk, Board of Supervisors

Approved as to form and legality:

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Palo Alto Police Department
Sergeant David Lee

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Signed:
Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Dave Cortese
Supervisor, District Three

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Attest: Megan Doyle
Clerk, Board of Supervisors

Approved as to form and legality:

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

County of Santa Clara Office of the Sheriff
Deputy Frederick Da Silva

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Palo Alto Police Department
Detective George Pons

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

**City of Palo Alto Police Department**

**Officer Ian Johnson**

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez  
President, Board of Supervisors

Mike Wasserman  
Supervisor, District One

Susan Ellenberg  
Supervisor, District Four

Attest: Megan Doyle  
Clerk, Board of Supervisors

Dave Cortese  
Supervisor, District Three

S. Joseph Simitian  
Supervisor, District Five

Approved as to form and legality:

James R. Williams  
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

California Highway Patrol
Officer Jayson Doumas

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Approved as to form and legality:

Dave Cortese
Supervisor, District Three

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Attest: Megan Doyle
Clerk, Board of Supervisors

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

County of Santa Clara Office of the Sheriff
Deputy Jesse Sanders

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Approved as to form and legality:

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented her agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

**City of Los Altos Police Department**

**Officer Kelli Janda**

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez  
President, Board of Supervisors

Mike Wasserman  
Supervisor, District One

Susan Ellenberg  
Supervisor, District Four

Attest: Megan Doyle  
Clerk, Board of Supervisors

Dave Cortese  
Supervisor, District Three

S. Joseph Simitian  
Supervisor, District Five

Approved as to form and legality:

James R. Williams  
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

Los Gatos-Monte Sereno Police Department
Officer Logan Howard

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Dave Cortese
Supervisor, District Three

Approved as to form and legality:

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Attest: Megan Doyle
Clerk, Board of Supervisors

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented her agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

**City of Palo Alto Police Department**

**Agent Marianna Villaescuesa**

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Dave Cortese
Supervisor, District Three

Mike Wasserman
Supervisor, District One

Approved as to form and legality:

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

James R. Williams
County Counsel

S. Joseph Simitian
Supervisor, District Five
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Campbell Police Department
Officer Mark Cutler

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

City of Sunnyvale Department of Public Safety
Public Safety Officer Nelson Williams

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Approved as to form and legality:

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Packet Pg. 1105
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

**City of Palo Alto Police Department**

**Sergeant Nic Martinez**

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez  
President, Board of Supervisors

Mike Wasserman  
Supervisor, District One

Susan Ellenberg  
Supervisor, District Four

Attest: Megan Doyle  
Clerk, Board of Supervisors

Dave Cortese  
Supervisor, District Three

S. Joseph Simitian  
Supervisor, District Five

Approved as to form and legality:

James R. Williams  
County Counsel

Packet Pg. 1106
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

Los Gatos-Monte Sereno Police Department
Corporal Richard Campbell

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Approved as to form and legality:

Dave Cortese
Supervisor, District Three

Susan Ellenberg
Supervisor, District Four

S. Joseph Simitian
Supervisor, District Five

Attest: Megan Doyle
Clerk, Board of Supervisors

James R. Williams
County Counsel
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement officer, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Officers of the Year:

**City of Palo Alto Police Department**

**Officer Rob Longwell**

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez  
President, Board of Supervisors

Mike Wasserman  
Supervisor, District One

Susan Ellenberg  
Supervisor, District Four

Attest: Megan Doyle  
Clerk, Board of Supervisors

Approved as to form and legality:

S. Joseph Simitian  
Supervisor, District Five
WHEREAS, Crisis Intervention Teams (CIT) have become the national model for an enlightened, professional law enforcement response to the needs of people in behavioral health crisis;

WHEREAS, the National Alliance on Mental Illness (NAMI) and the California Commission on Peace Officer Standards and Training (POST) estimate that between 9% and 15% of law enforcement calls for service are related to a person in mental health crisis;

WHEREAS, Crisis Intervention Teams have been proven to: reduce injuries to both law enforcement officers and people in mental health crisis, reduce unnecessary incarcerations and hospital admissions, increase access to services for those with mental health challenges and their families, and reduce the stigma associated with mental health;

WHEREAS, in order to improve the capacity of Santa Clara County law enforcement officers to respond to the needs of people in mental health crisis, the San José Police Department implemented California's first CIT training program in 1998;

WHEREAS, in order to increase the rate of CIT training in the county, the County of Santa Clara Office of the Sheriff, in conjunction with the County of Santa Clara Behavioral Health Services Department initiated our county's second CIT program in 2009;

WHEREAS, on a daily basis our county's CIT officers and dispatchers impact the lives and futures of numerous people in mental health crisis in our communities.

NOW, THEREFORE, BE IT RESOLVED that the following Santa Clara County law enforcement representative, who has served our County and represented his agency in an exceptional and exemplary manner in the application of the philosophy and practices of CIT, is hereby recognized as one of the 2019 CIT Individuals of the Year:

City of Palo Alto Police Department
Business Analyst Simon Williams

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Attest: Megan Doyle
Clerk, Board of Supervisors

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel
DATE: April 7, 2020

TO: Board of Supervisors

FROM: Cindy Chavez, Supervisor

SUBJECT: Proclamation of April 2020 as Sexual Assault Awareness Month

RECOMMENDED ACTION

Adopt Proclamation declaring April 2020 as "Sexual Assault Awareness Month" in Santa Clara County. (Chavez)

ATTACHMENTS:

- Sexual Assault Awareness Month 2020 signed (PDF)
WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that one in five women and one in 71 men will be raped at some point in their lives and that one in three women and one in six men experience some form of contact sexual violence in their lifetime;

WHEREAS, the County of Santa Clara believes that every victim of sexual assault should receive timely, effective, and comprehensive services, and has made significant investments to address sexual assault, including the creation of the Office of Gender-Based Violence Prevention in Fall 2019;

WHEREAS, the County of Santa Clara has expanded the availability of Sexual Assault Forensic Exams (SAFE) at Santa Clara Valley Medical Center to include clinics in Gilroy and Palo Alto to better serve residents throughout the county while reducing the process time for rape kits to an unprecedented 30 days;

WHEREAS, the Sexual Assault Response Team (SART) is comprised of multi-disciplinary county departments and service providers and developed the first Sexual Assault Protocol for Santa Clara County in 2019; and

WHEREAS, the YWCA Silicon Valley and Community Solutions are the only two state-certified rape crisis center service providers for Santa Clara County and in 2019 the County of Santa Clara began funding these state-mandated services to ensure that all survivors of sexual assault can access confidential rape crisis advocates in the community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Santa Clara does hereby proclaim April 2020 as

Sexual Assault Awareness Month

in Santa Clara County and encourages the support of all efforts throughout the County to raise awareness and create a community that is free of all forms of gender-based violence.

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California, on this Seventh Day of April, Two Thousand and Twenty by unanimous vote.

Cindy Chavez
President, Board of Supervisors

Mike Wasserman
Supervisor, District One

Susan Ellenberg
Supervisor, District Four

Dave Cortese
Supervisor, District Three

S. Joseph Simitian
Supervisor, District Five

Approved as to form and legality:

James R. Williams
County Counsel

Attest: Megan Doyle
Clerk, Board of Supervisors
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Robert Menicocci, Social Services Agency Director
SUBJECT: Child Abuse Awareness and Prevention Month

RECOMMENDED ACTION
Adopt Proclamation declaring April 2020 as "Child Abuse Awareness and Prevention Month" in Santa Clara County. (Chavez)

FISCAL IMPLICATIONS
There are no fiscal implications associated with the recommended action.

CHILD IMPACT
The recommended action will have a positive impact on children and youth and their families through the Safe and Stable Families indicator by bringing awareness of child abuse and prevention to the community and urging participation in supporting and strengthening families, modeling healthy relationships, and reporting suspected child abuse.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
Children’s lives are shaped by their experiences, including what happens in their environment and the types of relationships they have with parents, teachers, and other caregivers. Children who experience abuse, neglect, and other adverse childhood experiences are at increased risk for negative health consequences and certain chronic diseases as adults. Child neglect and emotional abuse, especially in the form of emotional deprivation, can have a devastating impact on a child's healthy development. Safe, stable, nurturing relationships and environments are essential to preventing child abuse and neglect.

Child abuse and neglect affect not just the child, but the family, the community, and society at large. Child abuse is a core, underlying factor to the many ongoing struggles of this
community, such as school dropout rates, homelessness, high incarceration, and health concerns.

The Bill of Rights for Children and Youth adopted by the Board of Supervisors on February 9, 2010 (Item No. 8) declared that every child and youth have a right to:

- A healthy mind, body and spirit that enables them to maximize their potential.
- Develop a healthy attachment to a parent, guardian, or caregiver and an ongoing relationship with a caring and supporting adult.
- Have their essential needs met – nutritious food, shelter, clothing, healthcare, and accessible transportation.
- A safe and healthy environment, including homes, schools, neighborhoods and communities.
- Training in life skills that will prepare them to live independently, be self-sufficient and contribute to their community.
- Employment opportunities with protections from unfair labor practices.
- Freedom from mistreatment, abuse and neglect.
- A voice in matters that affect them.
- A sense of hope for their future.

**CONSEQUENCES OF NEGATIVE ACTION**

April 2020 would not be recognized as “Child Abuse Awareness and Prevention Month” in Santa Clara County.

**ATTACHMENTS:**

- April 2020 Child Abuse Awareness and Prevention Proclamation  (PDF)
PROCLAMATION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA DECLARING APRIL 2020 AS CHILD ABUSE AWARENESS AND PREVENTION MONTH

WHEREAS, childhood is a formative time, and abuse and neglect have devastating long-term effects on young lives that transcend into adulthood; and

WHEREAS, there were 5,830 verified cases of child abuse in the Bay Area last year, the equivalent of one report approximately every nine minutes; and

WHEREAS, child abuse is a core underlying factor to many of the ongoing struggles of this community, such as high rates of school dropout, homelessness, incarceration, and chronic health issues; and

WHEREAS, the best way to prevent child abuse is by surrounding children with healthy parental, family and community-based relationships that are physically and emotionally safe, respectful, kind, and never violent or abusive; and

WHEREAS, Santa Clara County envisions a community where healthy relationships are modeled in every home, family, neighborhood, school, and workplace; and

WHEREAS, the leaders and residents of Santa Clara County affirm that children and youth have a right to be free from mistreatment, abuse and neglect as pledged in the Bill of Rights for Children and Youth adopted by the Santa Clara County Board of Supervisors on February 9, 2010; and

WHEREAS, Santa Clara County urges all persons, community agencies, faith groups, schools, and businesses to increase their participation in supporting and strengthening families, model healthy relationships, and report suspected child abuse.

NOW THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Santa Clara does hereby proclaim April 2020, as

CHILD ABUSE AWARENESS AND PREVENTION MONTH.

Passed and Adopted, by the Board of Supervisors, County of Santa Clara, State of California on this Sixth Day of April, Two Thousand and Twenty by unanimous vote.

APPROVED AS TO FORM AND LEGALITY:

Javier Serrano
Deputy County Counsel

Proclamation re April 2020
as Child Abuse Awareness and
Prevention Month
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Heather Plamondon, Communications Director
SUBJECT: Proclamation for 2020 Communications Dispatcher Week

RECOMMENDED ACTION
Adopt Proclamation declaring the week of April 12 through 18, 2020 as "Communications Dispatcher Week" in Santa Clara County. (County Communications Department)

REASONS FOR RECOMMENDATION
Every year during the second full week of April, telecommunications personnel in the public safety community are honored.

BACKGROUND
In past years the Board of Supervisors has proclaimed “Communications Dispatchers Week” in Santa Clara County to coincide with “National Public Safety Telecommunicators Week,” which is celebrated annually to recognize the dedication and importance of personnel who handle 9-1-1 and other emergency calls for assistance. Traditionally, the proclamation plaque is received by two County Communications dispatchers selected as the previous year’s “Dispatcher of the Year” honorees.

STEPS FOLLOWING APPROVAL
The Clerk of the Board will notify Trisha Adcock, Communications Deputy Director when the proclamation is ready for pick up.

ATTACHMENTS:
- Proclamation 2020 Dispatchers Week (PDF)
PROCLAMATION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA DECLARING THE WEEK OF APRIL 12 THROUGH 18, 2020 AS “COMMUNICATIONS DISPATCHERS WEEK”

WHEREAS, the Santa Clara County Public Safety Communications Dispatchers play an essential role in protecting the public’s life and property by quickly answering and evaluating hundreds of emergency calls daily and dispatching the appropriate emergency response from law enforcement agencies, fire departments and emergency medical transport providers within our community; and

WHEREAS, the Santa Clara County Public Safety Communications Dispatchers provide equal access to emergency services to all callers, including those who do not speak English or are hearing impaired; and

WHEREAS, the Santa Clara County Public Safety Communications Dispatchers efficiently coordinate emergency services for both man-made and natural disasters to ensure the health and safety of our community; and

WHEREAS, the Santa Clara County Public Safety Communications Dispatchers have maintained accreditation by the National Academies of Emergency Dispatch since 2002 for the Santa Clara County Communications Department as a “Center of Excellence” in providing callers reporting medical emergencies with appropriate physician-approved medical instruction while help is on the way.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Santa Clara does hereby proclaim the week of April 12 through 18, 2020 as

COMMUNICATIONS DISPATCHERS WEEK

PASSED AND ADOPTED, by the Board of Supervisors, County of Santa Clara, State of California on this Sixth Day of April, Two Thousand and Twenty by unanimous vote.

APPROVED AS TO FORM AND LEGALITY:

NANCY CLARK
Deputy County Counsel
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Imre Kabai, Acting Chief Information Officer
SUBJECT: Retirement Commendation for Elizabeth (Lisa) Cruz

RECOMMENDED ACTION
Adopt Commendation for Elizabeth (Lisa) Cruz in recognition of her 21 years of service to the County of Santa Clara. (Technology Services and Solutions Department)

REASONS FOR RECOMMENDATION
Lisa Cruz has been a long-time contributor to the County of Santa Clara and retired in December 2019 after 21 years of dedicated service. Details of her public service are outlined in the attached commendation.

STEPS FOLLOWING APPROVAL
The Clerk of the Board shall contact Elizabeth Constantino and Edward Suess-Hassman from the Technology Services and Solutions Department, to arrange pick-up of one executed copy of the framed commendation which will then be presented to the employee by the Department at a later date.

ATTACHMENTS:
- signed commendation (PDF)
RETIREE COMMENDATION

WHEREAS, Elizabeth (Lisa) Cruz dedicated 21 years of service to the County of Santa Clara; and during that time demonstrated professionalism, commitment, and leadership through her service to the multiple County departments and the County of Santa Clara; and

WHEREAS, Lisa began her career with the County in 1990 as an Advanced Clerk Typist in the Department of Family and Children’s Services within the Social Services Department working her way up to an Eligibility Worker II and a Help Desk Specialist within the Social Services Agency; and

WHEREAS, Lisa then moved to the Santa Clara Valley Medical Center in 2006 taking a position in the Information Technology (IT) area, serving as an Information Systems Technician II and III; and

WHEREAS, in 2013, Lisa was promoted to the level of Information Systems Analyst II and in 2017 to Information Systems Manager I and retired in December 2019 as an IT Supervisor in the Technology Services and Solutions Department; and

WHEREAS, Lisa has demonstrated exceptional leadership qualities, leading the Health & Hospitals Systems Service Desk team with integrity, compassion and commitment to deliver the highest quality IT services to Valley Medical Center’s medical and non-medical staff; and

WHEREAS, Lisa exhibited leadership and a commitment to doing the right thing and to bringing out the best in others, fostering a compassionate, collaborative and propitious culture to the Technology Services and Solutions Department and the County of Santa Clara;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Santa Clara does hereby honor and commend

ELIZABETH (LISA) CRUZ

for her 21 years of dedicated and untiring service to the people of Santa Clara County and extends best wishes to Lisa Cruz in all her future endeavors.

PASSED AND ADOPTED, by the Board of Supervisors County of Santa Clara, State of California on this sixthday of April, Two Thousand and Twenty by unanimous vote.

APPROVED AS TO FORM AND LEGALITY:

\[Signature\]

ROBERT NAKAMAE
DEPUTY COUNTY COUNSEL
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey V. Smith, County Executive
SUBJECT: April 2020 Employee Excellence Awards

RECOMMENDED ACTION

Approve Certificates of Appreciation to Employee Excellence Award Honorees for April 2020. (Office of the County Executive)

   a. Shashank Ranjan, IT Manager, Office of the Assessor.
   b. Rubi Cruz de Arrieta, Accountant II, Finance Agency.
   c. Bryant Bao, Supervising Librarian, County Library.
   e. Martha Mendoza, Eligibility Work Supervisor, Social Services Agency.
   f. LizaMarie Cachola, Referral Management Nurse, Santa Clara Valley Health and Hospital System.
   g. Patricia Hart, Office Management Coordinator, Santa Clara Valley Health and Hospital System.
   h. Wayne Heskett, Vector Control Technician II, Consumer and Environmental Protection Agency.
   i. Jeffrey Garcia, Park Maintenance Worker II, Department of Parks and Recreation.

CHILD IMPACT
The recommended action will have no/neutral impact on children and youth.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.
ATTACHMENTS:

- April 2020 Employee Excellence Honorees (PDF)
EMPLOYEE EXCELLENCE AWARDS PROGRAM

April 2020

Shashank Ranjan
IT Manager
8 Years of Service

Rubi Cruz de Arrieta
Accountant II
19 Years of Service

Bryant Bao
Supervising Librarian
2 Years of Service

Pierre Zamora
Sheriff’s Correctional Deputy
7 Years of Service

Martha Mendoza
Eligibility Work Supervisor
5 Years of Service

LizaMarie Cachola
Referral Management Nurse
5 Years of Service

Patricia Hart
Office Management Coordinator
15 Years of Service

Wayne Heskett
Vector Control Technician II
12 Years of Service

Jeffrey Garcia
Park Maintenance Worker II
6 Years of Service

Office of the Assessor
Information Systems Division

Finance Agency
Department of Tax and Collections

County Library
Woodland Library

Office of the Sheriff
Custody Bureau

Social Services Agency
Department of Employment and Benefit Services

Santa Clara Valley Health & Hospital System
Valley Medical Center – Hospitals & Clinics

Santa Clara Valley Health & Hospital System
Public Health Department

Consumer & Environmental Protection Agency
Vector Control District

Department of Parks and Recreation
Uvas Canyon/Mt. Madonna
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jacqueline R. Onciano, Director, Dept. of Planning and Development
SUBJECT: Fourth Amendment to Agreement with Metropolitan Planning Group

RECOMMENDED ACTION
Approve Fourth Amendment to Agreement with Metropolitan Planning Group relating to planning/land use management and review consultant services to process Stanford Community Plan amendments, increasing the maximum contract amount by $129,888 from $1,276,952 to $1,406,840 and extending the agreement for a 12-month period through March 31, 2021, that has been reviewed and approved by County Counsel as to form and legality.

FISCAL IMPLICATIONS
There is no new net impact to the County General Fund as a result of this action. The Amendment to complete the updates to the Stanford University Community Plan will be funded by the Department’s increased appropriations for contracts through the Fiscal Year (FY) 2019-20 Mid-Year Budget Review approved by the Board on February 11, 2020. Stanford University will not be invoiced for any portion of this Amendment.

CONTRACT HISTORY
On April 17, 2018, the Board approved a single source agreement with Metropolitan Planning Group (M-Group) for planning/land use review consultant services relating to Stanford University’s proposed General Use Permit (GUP), including updates to the Stanford University Community Plan, in the amount of $350,000 for the period April 17, 2018 through June 30, 2019. (Please refer to linked Legislative File 90818 for further information regarding this Agreement.)

On December 18, 2018, the Board approved the First Amendment to the Agreement with M-Group relating to planning/land use review consultant services to process the Stanford GUP increasing the maximum contract amount by $439,032. The First Amendment included an
expanded Scope of Work due to the complexity of the Stanford GUP and a term extension from June 30, 2019 through December 31, 2019. (Please refer to linked Legislative File 94527 for further information regarding the First Amendment to the M-Group Agreement.)

On August 27, 2019, the Board approved the Second Amendment to the Agreement with M-Group for planning/land use review consultant services to process the Stanford GUP increasing the maximum contract amount by $487,920 due to more robust community engagement, public hearing, and response to comments processes than anticipated. (Please refer to linked Legislative File 98013 for further information regarding the Second Amendment to the M-Group Agreement.)

On December 17, 2019 the Board approved the Third Amendment to the Agreement with M-Group for planning/land use management and review consultant services to process Stanford Community Plan amendments, extending the agreement for a six-month period through June 30, 2020. (Please refer to linked Legislative File 99605 for further information regarding the Third Amendment to the M-Group Agreement.)

**REASONS FOR RECOMMENDATION**

The Department requests to amend the terms and funding of the Agreement with M-Group to allow M-Group to complete amendments to the Stanford University Community Plan (SCP or “Community Plan”), which were originally prepared in tandem with conditions of approval for a General Use Permit application submitted in November 2016 by Stanford University. On November 1, 2019, Stanford University withdrew this GUP application; processing of the SCP amendments ceased at that time.

The Community Plan is a component of the County General Plan that provides oversight policies for development on the Stanford campus. The proposed SCP amendments included updates to the Community Plan that are applicable to development under the existing General Use Permit (2000 GUP) as well as future modifications to the GUP.

On February 11, 2020, the Board of Supervisors approved a Referral (Supervisors Simitian and Chavez; please refer to linked Legislative File 100343) to the Administration requesting to move forward with specified items related to implementation and update of the Community Plan and 1985 Land Use Agreement. The Referral requests the Administration complete the updates to the SCP, and evaluate designation of a future school site, extension of the Academic Growth Boundary, and other changes as originally proposed in the processing of the GUP application. Additionally, the Board directed the Administration to evaluate measures to address graduate student affordability and complete a Municipal Services study that includes an evaluation of childcare and other municipal services needed at Stanford University, as outlined in the current SCP (https://www.sccgov.org/sites/dpd/DocsForms/Documents/SU_CP.pdf).
The Department and M-Group have developed a scope of work to complete the SCP amendments, and execution of the Fourth Amendment to the M-Group Agreement would allow this effort to resume. As the principal project management consultant throughout the recent GUP process, a continued engagement with M-Group would result in the highest level of history, familiarity, and continuity associated with amending the Community Plan.

The Department is currently evaluating additional consulting services needed to complete the graduate student affordability and Municipal Services studies and will return to the Board in the future with subsequent consultant agreements and requested funding to support this work. The Department will also report to the Housing, Land Use, Environment and Transportation (HLUET) Committee quarterly on the progress of these studies and overall SCP updates, as requested in the February 11, 2020 Referral.

**CHILD IMPACT**
The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**
The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

In November 2016, Stanford University applied for the recently withdrawn GUP, to replace the 2000 GUP. Together with the Stanford Community Plan, the since-withdrawn GUP would have governed maximum campus development until approximately 2035.

In April 2018, the Board approved the original Agreement with M-Group and approved the First Amendment to the Agreement in December 2018. In June 2019, during the third Planning Commission meeting on the Stanford GUP, the Planning Commission unanimously approved forwarding the Administration’s recommendations for conditionally approving a new GUP and related Community Plan amendments. During the same meeting, the Planning Commission also denied the recommendation of Stanford’s Development Agreement (DA) application, as DA negotiations had been suspended in April 2019.
In August 2019, the Board approved the Second Amendment to the Agreement as the community engagement process intensified leading up to the Board public hearing process in the fall of 2019. After a September 24, 2019 Board study session and public hearings on October 8 and October 22, 2019 considering the GUP and related approvals, Stanford University withdrew its GUP application on November 1, 2019.

In December 2019, the Board approved the Third Amendment to the Agreement, extending the contract term to enable the Department to bring back a funding request and scope of work to resume work on the unfinished Community Plan amendments, to be funded by the County and not Stanford University.

**CONSEQUENCES OF NEGATIVE ACTION**

If the Recommended Action is not approved, the Department would not be able to move forward with the project management and community engagement services for the Stanford Community Plan amendments.

**STEPS FOLLOWING APPROVAL**

Upon priority processing, the Office of the Clerk of the Board is requested to notify Rob Eastwood and Bhama Ashok in the Department of Planning and Development.

**LINKS:**
- Linked To: 99605 : 99605
- Linked To: 98013 : 98013
- Linked To: 94527 : 94527
- Linked To: 90818 : 90818
- Linked To: 100343 : 100343

**ATTACHMENTS:**
- M-Group Service Agreement 4300015008 Amend 4 - BOS (PDF)
COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing Agreement

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<th>Amendment Number:</th>
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<th>Effective Date (Will be the date executed by Authorized County Representative):</th>
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<td>Amended Maximum Financial Obligation (If dollar amount is changing):</td>
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<td>New Agreement End Date:</td>
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For County Use Only – SAP

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Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP): Metropolitan Planning Group DBA M-Group
Contact Person: Geoff Bradley
Street Address *: 307 Orchard City Drive, Suite 100
City, State, Zip *: Campbell, CA 95008
Telephone Number *: (408) 340-5642 x102
Email Address *: gbradley@m-group.us
SCC Vendor Number (As Assigned In SAP): 1041604

* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

Form Effective as of July 2019
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<th>Department of Planning and Development</th>
<th>Department Number: 260</th>
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<tr>
<td>Program Manager or Contract Monitor Name:</td>
<td>Sylvia Gallegos</td>
<td></td>
</tr>
<tr>
<td>Street Address:</td>
<td>70 W. Hedding Street, East Wing, 11th Floor</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td>San Jose, CA 95110</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>(408) 299-5106</td>
<td></td>
</tr>
<tr>
<td>Fiscal Contact (Accounts Payable Contact):</td>
<td>Bharma Ashok</td>
<td></td>
</tr>
<tr>
<td>Contract Preparer:</td>
<td>Shawn Whiteman</td>
<td></td>
</tr>
</tbody>
</table>

**Signatures**

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

<table>
<thead>
<tr>
<th>Agency/Department Manager:</th>
<th>Jacqueline Onciano</th>
<th>Date: 3/24/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency/Department Fiscal Officer:</td>
<td>Laura Colunga</td>
<td>Date: 3/23/2020</td>
</tr>
<tr>
<td>County Counsel Approval as to Form and Legality:</td>
<td>Elizabeth Pianca</td>
<td>Date: 3/23/2020</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Geoff Bradley</td>
<td>Date: 3/23/2020</td>
</tr>
<tr>
<td>County Authorized Representative:</td>
<td>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</td>
<td></td>
</tr>
<tr>
<td>Office of the County Executive:</td>
<td>(Signature required when Board approved contract by a Delegation of Authority)</td>
<td></td>
</tr>
<tr>
<td>Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.</td>
<td>Attest: Megan Doyle</td>
<td></td>
</tr>
<tr>
<td>Clerk of the Board of Supervisors</td>
<td>(Signature required when Board approved contract)</td>
<td></td>
</tr>
</tbody>
</table>
between April 2018 and November 2019, M-Group supported the County in project planning management services, in processing Stanford University's General Use Permit (GUP), whose application was submitted in late 2016. In connection with the GUP's 2019 Planning Commission and Board of Supervisors public hearings, amendments to the Stanford Community Plan were considered as timely and necessary, with Board action anticipated as part of the Board's action on the GUP. When Stanford University withdrew the GUP application in November 2019, the work on updating the Stanford Community Plan was left incomplete. In February 2020, the Board referred the Administration to resume Community Plan updates as the first phase of a broader update to the County's General Plan. The Board had previously considered the benefits of a continued engagement with M-Group, which played an instrumental role in the research, analysis, and public presentation of potential Community Plan amendments during the GUP process. Stanford University will not be invoiced for any portion of this Amendment.

<table>
<thead>
<tr>
<th>Reason(s) for Amending the Service Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Amend Term of Agreement</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amend Contract Specifics</th>
</tr>
</thead>
</table>

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Between April 2018 and November 2019, M-Group supported the County in project planning management services, in processing Stanford University's General Use Permit (GUP), whose application was submitted in late 2016. In connection with the GUP's 2019 Planning Commission and Board of Supervisors public hearings, amendments to the Stanford Community Plan were considered as timely and necessary, with Board action anticipated as part of the Board's action on the GUP. When Stanford University withdrew the GUP application in November 2019, the work on updating the Stanford Community Plan was left incomplete. In February 2020, the Board referred the Administration to resume Community Plan updates as the first phase of a broader update to the County's General Plan. The Board had previously considered the benefits of a continued engagement with M-Group, which played an instrumental role in the research, analysis, and public presentation of potential Community Plan amendments during the GUP process. Stanford University will not be invoiced for any portion of this Amendment.

<table>
<thead>
<tr>
<th>Amend Maximum Financial Obligation</th>
</tr>
</thead>
</table>

A. Maximum Financial Obligation prior to this Amendment: (Same as on page 1) $1,276,952

B. Amount of increase or decrease: (Explain below) $129,888

C. Revised Maximum Financial Obligation: (A +/- B will equal C) $1,406,840

Explanation of increase / decrease (include new payment terms if applicable):
COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT
This is an amendment to an existing agreement

Amend Standard Provisions

Or see Attachment ______ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment_______

Other (please explain below)

Or see Attachment ______ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s): $ 789,032

Financial obligation in current fiscal year: $ 617,808

Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment): $ 1,406,840

Insurance

✓ Insurance does not require changes

Insurance Exhibit is replaced by Exhibit B ______ attached and incorporated by this reference.

Form Effective as of July 2019
Attachment 5

Additional Scope of Services:
Updates to the Stanford University Community Plan for the County of Santa Clara

Metropolitan Planning Group (M-Group) shall provide the following services, outlined below, to continue assisting the County of Santa Clara ("County") with preparing updates to the Stanford University Community Plan ("Stanford Community Plan" or SCP) for Board of Supervisors consideration. The County requests the continued consulting services of M-Group in the policy planning and community engagement process for the first comprehensive update of the SCP since its development in 2000.

This scope of services will provide project management and expert processing of the Stanford Community Plan update project. The tasks and deliverables of this project are described below, followed by the fee schedule and rate sheet.

Task 1: Project Management

The M-Group Project Manager will manage the project to effectively and efficiently achieve the desired outcome while meeting pre-determined milestones by utilizing the following tasks:

- Establish an effective working relationship with County staff and other project consultants;
- Coordination between County staff and environmental consultant;
- Lead for processing with established timelines;
- Facilitate and coordinate project meetings;
- Maintain an organized and complete project file to be retained by the County;
- Provide updates to the responsible County contact staff;
- Be responsive to County requests for information and project updates;
- Ensure overall quality of work;
- Effectively manage subconsultants as necessary; and
- Seek guidance from County staff or Counsel as needed.

This task includes time for administration and coordination with other consultants, as needed, for specialized studies including Childcare, Graduate Student Housing, and Municipal Services. Additional budget would be requested for any subconsultants necessitated by the above analyses.

Deliverables:

- Meeting agendas and minutes for coordination meetings
Task 2: Project Initiation

M-Group will determine essential updates to the Stanford Community Plan, establish a project schedule with critical milestones, and attend project coordination meetings.

Deliverables:
- Outline of SCP updates
- Project schedule

Task 3: Project Processing

The Project Manager shall process the SCP update in compliance with applicable codes, including the County’s General Plan, Ordinance code requirements, policies, guidelines, plans, related documents, and state and federal laws as they apply to general plan updates. M-Group will diligently apply these rules, regulations, and procedures.

Task 4: Public Outreach

The Project Manager, with assistance from other M-Group team members, shall organize and implement all County-led community engagement efforts including coordination with the relevant Board of Supervisors Office, as necessary. This effort may include community meetings, focus groups, presentations to community groups, coordination with other jurisdictions’ elected officials and/or staff, and online noticing. M-Group will respond to public inquiries regarding the project via telephone, email, or meetings when necessary. M-Group will organize public comments, and coordinate responses when necessary.

Deliverables:
- Community meeting presentations, agendas, and sign-in sheets
- Public notices

Task 5: Preparation of SCP Chapters

M-Group shall prepare the updated Stanford Community Plan Chapters. This preparation shall include Drafts for County Administration to review, revisions of the Administration-reviewed draft, revisions based on public review, and preparation of the final SCP. Changes will include updating background text, figures, and policies/implementations, as needed.

Deliverables:
- Admin Draft SCP Chapters
- Public Review Draft SCP Chapters
- Final SCP Chapters
Task 6: CEQA/Environmental Review

The Project Manager shall assess the project in compliance with the California Environmental Quality Act (CEQA). The Project Manager will coordinate the effort to oversee the County-contracted EIR Consultants and coordinate the effort to make any needed revisions to the environmental document(s). The Project Manager shall coordinate inter-staff meetings with relevant County staff, coordinate any applicable CEQA noticing, assist with collecting and organizing community comments, and manage the process in the preparation of the response to comments and final environmental document(s). This shall require very close coordination with both County staff and the consultant teams.

Deliverables:

- Meeting agendas and minutes for coordination meetings

Task 7: Study Sessions and Public Hearings

M-Group shall utilize the County’s internal report processing protocols to initiate and prepare reports, including all applicable attachments. M-Group shall draft staff reports following the County’s templates. The team will follow guidance and instruction from the County contact on format and report-related procedures. The Project Manager shall proactively monitor report review progress and adhere to report timelines, as directed. M-Group shall be responsible for preparing PowerPoint presentations and submitting for review to the County contact in advance of the meeting. The Project Manager shall attend all County meetings as required and anticipate attending Planning Commission; Housing, Land Use, Environment and Transportation Committee (HLUET); and Board of Supervisors meetings.

Deliverables:

- Planning Commission Study Session Staff Report and Presentation
- Planning Commission Public Hearing Staff Report and Presentation
- Board of Supervisors Study Session Staff Report and Presentation
- Board of Supervisors Public Hearing Staff Report and Presentation
## Project Fee Schedule

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Geoff Bradley Principal-in-Charge</th>
<th>Mary Ann Nikitas Associate Planner</th>
<th>Assistant Planner</th>
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<th>Cost Breakdown</th>
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<td>Task 5.4 - Prepare Final SCP</td>
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<td><strong>Task 7 - Study Sessions and Public Hearings</strong></td>
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<td>Task 7.1 - Staff Reports</td>
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<td>Task 7.3 - Study Sessions (up to 2)</td>
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<td>$3,760</td>
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<td>Task 7.4 - Public Hearings (up to 2)</td>
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<td><strong>Task Subtotals</strong></td>
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<tr>
<td><strong>Contingency for Scope Changes/Additional Tasks (Used at County's discretion)</strong></td>
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<td>338</td>
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<td>$0</td>
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<tr>
<td><strong>TOTAL PROJECT BUDGET</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$129,888</strong></td>
</tr>
</tbody>
</table>

**NOTES**

1. All County comments on draft documents will be provided in track changes and in one consolidated document.
2. M-Group reserves the right to reallocate/combine hours between tasks and subtasks and include assistance from other planners within M-Group to complete the tasks, as necessary, but within the total project budget.
3. Travel time and expenses for planning services have been factored into the budget. The County will not reimburse travel expenses.
4. The tasks will be completed on a Time & Materials basis within a not to exceed contract amount.
5. Project changes, extended timeline, and/or additional tasks requested may require additional budget allocation.
## Rate Sheet, 2020-22

<table>
<thead>
<tr>
<th>M-GROUP STAFF</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin Analyst</td>
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<td>$80</td>
<td>$85</td>
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<tr>
<td>Planning Tech</td>
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<tr>
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<tr>
<td>Social Media Coordinator</td>
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<tr>
<td>Assistant Planner</td>
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<tr>
<td>Assistant Urban Designer</td>
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<td>Social Media Coordinator</td>
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<td>Social Media Coordinator</td>
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<td>Public Art Specialist</td>
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*Note: Sub-Consultants require a 10% administration fee.*
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Don Rocha, Director, Parks and Recreation Department
SUBJECT: Amendments to Parks Department Pay Station Program

RECOMMENDED ACTION
Consider recommendations relating to the pay station program in Santa Clara County Parks.

Possible action:

a. Approve Second Amendment to Agreement with Caracal Enterprises, LLC, dba VenTek International, relating to providing pay station services in County parks increasing the maximum contract amount by $250,000 from $700,000 to $950,000, and extending the agreement for a 24-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.

b. Approve Fourth Amendment to Agreement with Urban Park Concessionaires relating to providing service and maintenance of automated pay stations in County parks increasing the maximum contract amount by $500,000 from $1,948,360 to $2,448,360, and extending the agreement for a 24-month period through June 30, 2022, that has been reviewed and approved by County Counsel as to form and legality. An exception to Board of Supervisors Policy 5.4.5.4, Length of Term of Contracts, has been approved by the Office of Countywide Contracting Management.

COMMITTEE RECOMMENDATIONS
Not applicable.

FISCAL IMPLICATIONS
Costs are fully covered by the Parks and Recreation Department’s Operating fund. Expenses incurred in FY2021 and FY2022 will be budgeted and funded from the County of Santa Clara Parks and Recreation Department (“Parks” or “Department”) Park Charter Fund.
CONTRACT HISTORY

History with Caracal Enterprises, LLC, dba VenTek International (“VenTek”)

At the January 11, 2011 meeting of the Board of Supervisors (Item No. 62), the Board approved a Lease Purchase / Agreement with VenTek, a pay station manufacturer, for the procurement of the new pay stations in County parks. The agreement provided for the procurement, programming, data processing, and extended warranty provisions in a price list for services and supplies. The agreement also provided a purchase option for the pay stations. After an initial beta-testing period, the Department exercised the option to purchase the pay stations in 2012. The Board approved a contract with a not to exceed amount of $556,000 for the period January 12, 2011 through June 30, 2018.

At the June 19, 2018 meeting of the Board of Supervisors (Item No. 163), the Board approved Amendment 1 to increase the Maximum Compensation Limit (MCL) from $556,000 to $700,000, and extend the term of the agreement to June 30, 2020, Legislative File No. 89692.

History with Urban Park Concessionaires (“UPC”)

At the November 8, 2011 meeting of the Board of Supervisors (Item No. 48), the Board approved an agreement with UPC to provide service and maintenance of the automated pay stations in County parks for a not to exceed amount of $661,752 for the period December 1, 2011 through November 30, 2014. The agreement provided a renewal option for one 24-month period in an amount not to exceed $458,902 with a total Maximum Compensation Limit (MCL) of $1,120,654 from December 1, 2014 through November 30, 2016. The Board also approved delegation of authority to the Director of Parks to execute an option to extend the agreement following approval by County Counsel as to form and legality and approval by the Office of the County Executive.

On May 18, 2014, the Department exercised the option and administratively extended the term of agreement through November 30, 2016 with Amendment 1, which the Board considered on April 12, 2016.

At the April 12, 2016 meeting of the Board of Supervisors (Item No. 86), the Board approved Amendment 2 to the agreement, extending the term of the contract through June 30, 2018, to align with the expiration date of the County's Lease Purchase / Agreement with VenTek, and increasing the MCL by $356,250 from $1,120,654 to $1,476,904.

At the June 19, 2018 meeting of the Board of Supervisors (Item No. 163), the Board approved Amendment 3 increasing the MCL by $471,456 from $1,476,904 to $1,948,360, and extending the term of the agreement through June 30, 2020, Legislative File No. 89692.

REASONS FOR RECOMMENDATION

Exception to Board Policy Relating to Maximum Five-Year Contract Terms

Pursuant to Board Policy 5.4.5.4, exceptions to the maximum five-year term of contracts must be approved by Office of Countywide Contracting Management (“OCCM”) Attached to this Legislative File are copies of OCCM’s approval of the exceptions for both agreements.
The Department requested the exceptions to the five-year term of contracts as the pay stations are still operational and are anticipated to remain serviceable for several years after the June 30, 2020 expiration dates of both agreements. The Department wishes to continue using the pay stations to generate revenue from park entrances, boating, camping, and annual pass fees.

**Reasons for Approval of Amendments**

The Department recommends concurrently extending the contract terms with VenTek and UPC for 24-months through June 30, 2022 because it is beneficial financially and in the best interest of the County. It is imperative that the term of the agreement with VenTek match the term of the agreement with UPC to maintain the level of service provided to park visitors.

In order for the pay stations to remain functional, the Department requires the services of both VenTek and UPC. The VenTek hardware, software, and warranty is proprietary. No other company can provide the ongoing warranty, accompanying services, and technical support to maintain the pay stations. While VenTek provides the necessary data hosting, transaction processing, internet connectivity, and warranties for the pay stations, UPC services and maintains the pay stations. The existing service providers are performing to the satisfaction of the Department. Several reasons necessitate amendment of the contracts:

First, due to current uncertainties relating to the Department’s fee collection program, replacing the service providers at this time is not an efficient use of County resources and could result in a disruption of service.

Second, the Department is in the process of procuring a new reservation system which will need to correlate closely to any changes in the fee collection/pay station program. In addition, the Department also evaluated fee collection options, capabilities of new technology, and pricing strategies following the recommendations of a consultant-led vehicle entry analysis, pricing and cost recovery plan. The Department needs to understand the full impacts of the change in the reservations system and the requirements of any changes in pricing strategy to determine the direction of future fee collection methods.

Third, the Department is in a process to issue a Request for Proposal ("RFP") for both the pay station services and the pay station equipment/fee collection system. This extension will provide the Department sufficient time to issue the RFP, complete the competitive procurement process, negotiate the contract(s) for needed services and equipment, and allow time for the ease of transfer from the old to the new fee collection system.

Extending the agreements through June 2022 will allow the Department to understand the capabilities and constraints of a reservations system, and requirements of the pricing strategy. This will enable the Department to implement the new pay station/fee collection system and allow a seamless transition from the current pay stations to a new fee collection without any disruption in service.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.
SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
The Department owns 19 pay stations, which are used to collect park user fees in County parks. Parks purchased the pay stations in 2012 after an initial lease. The Department collects approximately 30% of park user fees through the pay stations. More than one million dollars ($1,001,908) was collected through the pay stations in FY2019. Approximately 35% of annual pass purchases, 75% of vehicle entry fees, and 35% of boat launch fees were collected through the pay stations. The pay stations are the primary method of fee collection at several County parks, accounting for 84% of the fees collected for park use at Lexington Reservoir and 77% of the fees collected at Santa Teresa.

In 2016, the Department completed an analysis related to revenue collection strategies including fee collection and pricing differential. The analysis outlined recommended alternative payment systems or deployment of newer fee collection technologies. The Department is currently in the process of procuring a new reservation system, which would ideally correspond to the pay stations and/or other type of technology which may be obtained in the future. Additionally, the Department is in the process of testing differential pricing according to the capabilities of the pay stations and the existing reservation system to understand the impact on park visitors and fiscal sustainability.

Since the reservations system and any changes in pricing strategies relate directly to the pay station program, it is in the best interest of the County to continue with the existing pay stations until the new reservations system is fully implemented and the potential pricing strategies can be vetted.

CONSEQUENCES OF NEGATIVE ACTION
Failure to approve this action may result in a loss of revenue to the Department and an interruption in the continuity of service at the pay stations.

STEPS FOLLOWING APPROVAL
Upon processing:

1. Notify Metka Valh, Parks and Recreation Department.

2. Send a copy of the executed Amendment to the VenTek Agreement to the following:
   VenTek International
   1260 Holm Road, Suite A
   Petaluma, CA 94954
   Attn: Contracts Administrator, Lori Dinatale

3. Send a copy of the executed Amendment to the UPC Agreement to the following:
   Urban Park Concessionaires
   2220 Boynton Ave Suite C
Fairfield, CA 94533
Attn: Contracts Administrator, Kris Koeberer

LINKS:
- Linked To: 2405 : 2405
- Linked To: 9990 : 9990
- Linked To: 80525 : 80525
- Linked To: 89692 : 89692

ATTACHMENTS:
- VenTek Beyond 5 Year Contract Term Approval (PDF)
- Ventek Amendment2 (PDF)
- UPC Beyond 5 Year Contract Term Approval (PDF)
- UPC Amendment 4 (PDF)
**APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM**

Date of Submission: 03/03/20

For Professional Services submit document via SAP Requisition to Buyer Code: OCC
For Goods & Related Services refer to Contact and Commodity Assignment List for buyer code guidance.

---

**SECTION I**

<table>
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<th>4300016679 (Board Approved Service Agreement)</th>
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<td>Caracal Enterprise LLC dba VenTek Int.</td>
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<td>User Agency/Department(s):</td>
<td>Parks &amp; Recreation Department</td>
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<tr>
<td>Requesting Agency/Department Contract Manager/Coordinator</td>
<td>Name: Metka Valh</td>
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<tr>
<td></td>
<td>Phone: 355-2216</td>
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<td>Email: <a href="mailto:metka.valh@prk.sccgov.org">metka.valh@prk.sccgov.org</a></td>
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**SECTION II**

| Recommended # of Months Extension: | 24 |
| Recommended End Date: | 6/30/2022 |
| Recommended Additional Amount: | 250,000 |
| Recommended Total Value of the Service Agreement: | 950,000 |

---

**SECTION III**

Mark appropriate box for Contract's Signature Authority

- [ ] Board of Supervisors
- [ ] Delegated to Department Head or designee
- [ ] Director of Procurement

Revision Date: January 2020
## SECTION IV

Pursuant to Board Policy 5.4.5.4, EXCEPTIONS to the maximum 5-year term limit for Professional Services are listed below. Select the appropriate exception(s).

1. When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant).
2. When the County "piggybacks" on another jurisdiction's contract that is more than five years or that is subsequently extended for more than the initial five-year term.
3. When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below.
4. Contracts for goods, which includes equipment, that have a lifespan that exceeds five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years.
5. Contracts for technology software or hardware that have a lifespan exceeding five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years.
6. Proprietary maintenance contracts.
7. Contracts for project-specific professional services where the length of the project is expected to exceed five years.
8. Revenue contracts.
9. Contracts with other governmental entities.
10. When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. For example, an Agency/Department is able to demonstrate that the financial and/or programmatic impact on the County would be significant if the contract term does not exceed the maximum 5-year term requirement [Specific rationale must be provided in Section V, below].

## SECTION IV continued

Provide BRIEF but CONCISE details to validate the EXCEPTION(S) selected above

The County of Santa Clara Parks and Recreation Department ("Department") purchased the pay stations in 2012 from Caracal Enterprises LLC dba VenTek International ("VenTek") after an initial lease. Currently, the Department owns 19 pay stations, which are used to collect park user fees in the County parks. The life span of the pay stations is longer than the term of the agreement. The pay stations are still operational and the Department wishes to continue using them to generate revenue from park entrances, boating, camping, and annual pass fees until a new system in place. The VenTek's hardware, software, and warranty is proprietary. No other company can provide the ongoing warranty, accompanying services, and technical support to maintain the pay stations.

The Department is in a process of procuring a new reservation system, which will need to correlate closely to any changes in the fee collection/pay station program. Additionally, the Department has evaluated fee collection options, capabilities of new technology, and pricing strategies following the recommendations of a consultant-led vehicle entry analysis and pricing and cost recovery plan. The Department needs to understand the full impacts of the change in the reservations system and the requirements of any changes in pricing strategy to determine the direction of future fee collection methods.

The Department therefore seeks to extend the agreement for 24 months, through June 30, 2022. This extension will allow the Department a sufficient time to issue RFP, complete the competitive procurement process for a new pay station/fee collection system, negotiate a contract for needed services/equipment, and for the ease of transfer from the old to a new fee collection system.
SECTION V

If relying upon Exception (10), the OCCM or the Director of Procurement, as applicable, has discretion to approve a contract term for more than five years. Provide a narrative explanation below:

A. BACKGROUND (Describe the good or service procured)

The Department procured VenTek services through an open competitive process in 2011 to provide pay stations, warranties, and related technical support services. Though the Lease/Purchase Agreement the Department purchased the pay stations in 2012 after an initial lease. VenTek’s services include: transaction processing, PCI-compliant electronic payment processing, pay station programming, data communication connectivity, data storage and retrieval, assess to remote management web application software, software upgrades, extended warranties, and ongoing technical support. The Department owns 19 pay stations.

The Department collects approximately 30% of park user fees through the pay stations. More than one million dollars ($1,001,908) was collected through the pay stations in Fiscal Year 2019. Approximately 35% of annual pass purchases, 75% of vehicle entry fees, and 35% of boat launch fees were collected through the pay stations. The pay stations are the primary method of fee collection at several County parks, accounting for 84% of the fees collected for park use at Lexington and 77% of the fees collected for Santa Teresa for instance.

The Department is in a process to issue a Request for Proposal (RFP) for both the pay station services and the pay station equipment. This extension will allow the Department sufficient time to issue RFP, complete the procurement process, negotiate the contract for needed services and equipment and provide time for ease of transfer from old to the new fee collection services.

B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)

1) The Lease/Purchase Agreement with VenTek International was approved by the Board of Supervisors on January 11, 2011, following a competitive process.

2) The County elected to exercise the option to purchase the pay stations on April 27, 2012. The contract term was from January 12, 2011 through June 30, 2018.

3) The Agreement was amended (Amendment #1) by the County Board of Supervisors on June 19, 2018 through June 30, 2020.
C. REASONS FOR CONTRACT TERM EXTENSION

The current agreement with extended service and warranty provisions will expire on June 30, 2020. The Department-owned pay stations will continue to remain functional and will meet the needs of collecting park user fees beyond the current contract end date. The contract extension will provide for the extended warranty, technical support, and related services.

In 2016, the Department completed an analysis related to revenue collection strategies including fee collection and pricing differential. The analysis outlined recommended alternative payment systems or deployment of newer fee collection technologies. The Department is currently in a process of procuring a new reservation system, which would ideally correspond to the pay stations and/or other type of technology that may be obtained in the future. Additionally, the Department is in the process of testing differential pricing according to the capabilities of the pay stations and the existing reservation system to understand the impact on park visitors and fiscal sustainability.

Since the reservations system and any changes in pricing strategies relate directly to the pay station program, it is in the best interest of the County to continue with the existing pay stations until the new reservations system is fully implemented and the potential pricing strategies can be vetted.

Extending the agreement through June 2022 will allow the Department to understand the capabilities and constraints of the reservations system and requirements of the pricing strategy and to implement the new pay station/fee collection system. In addition, it will allow the Department a seamless transition from the current pay stations to a new fee collection without any disruption to the customers.

D. RECOMMENDATION PLAN TO CURE ISSUE(S) (If applicable)

The Department is in a process to issue RFP for the Fee Collection/Equipment and Services that will incorporate the changes and will include replacing the existing pay stations with newer technology or implementing different methods of fee collection. The RFP will be issued in April/May 2020. The corresponding MAL No. 867 was received and approved by the Board on October 18, 2019.

The Department also posted on November 27, 2019, the Scope of Work on the Industry Comments website Form ID # PRK-11272019-202, which closed on December 14, 2019. No comments were received.
# APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

## SECTION VII

| Decision and Required Steps Following Decision (to be completed by OCCM or Procurement) |
|---------------------------------|---------------------------------|
| Approved                        | ![Checkmark]  Attach to Legislative File |
| [ ] Approved with Conditions    | ![Circle]  Comments: |
| Returned for Possible Reconsideration | ![Circle]  Comments: |
| [ ] Denied                      | ![Circle]  Comments: |

## SECTION VIII

**Office of Countywide Contracting Management/Procurement Department Signature**

<table>
<thead>
<tr>
<th>Signed by</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Andrew Zaworski]</td>
<td>3/3/2020</td>
</tr>
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</table>

**Packet Pg. 1144**

Attachment: VenTek Beyond 5 Year Contract Term Approval (100299: Amendments to Parks Department Pay Station Program)
SECOND AMENDMENT
TO LEASE PURCHASE AGREEMENT
BY AND BETWEEN
THE COUNTY OF SANTA CLARA AND
CARACAL ENTERPRISES LLC (DBA, VENTEK INTERNATIONAL)
FOR AUTOMATED PAY STATIONS IN COUNTY PARKS

This Second Amendment is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California (“COUNTY”) and CARACAL ENTERPRISES, LLC, dba VENTEK International, a Delaware limited liability company (“VENTEK”), with its principal place of business located at 1260 Holm Road, Suite A, Petaluma, California 94954, and amends that certain Lease Purchase Agreement (“AGREEMENT”) entered into by and between the COUNTY and VENTEK on January 11, 2011, as amended on June 19, 2018. The COUNTY and VENTEK are each a “Party” and collectively the “Parties” to this Second Amendment.

WHEREAS, the AGREEMENT provides that VENTEK will provide Express and Extended Warranty, Online Connectivity Service, and Data Hosting Services for the pay stations from December 1, 2011 through June 30, 2020 (the “TERM”), for an amount not to exceed $700,000;

WHEREAS, the AGREEMENT provides that VENTEK shall perform certain services and provide certain deliverables, as more fully described in the AGREEMENT terms and conditions; and,

WHEREAS, the Parties mutually desire to amend the AGREEMENT in order to extend the TERM by an additional 24 months, update the warranty fees and terms, and add certain contract terms to reflect new COUNTY requirements and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and as follows:

I. AMENDMENTS.

A. Section 2.4 (Definitions) is amended and replaced with the following (all sub-sections of section 2.4 including sub-section 2.4.1. and 2.4.2. shall remain unchanged):

2.4. The “TERM” of this AGREEMENT shall be from January 11, 2011 through June 30, 2022, unless the AGREEMENT is terminated sooner, as provided below.

B. Section 7.1.2 (Express and Extended Warranty) is amended and replaced with the following language:

7.1.2. At the option of the COUNTY, and as exercised in or any subsequent years of this AGREEMENT, VENTEK will provide an Extended Warranty of the express warranty described in Section 7.1 on an annual basis for the nineteen (19) PAY STATIONS, at the guaranteed rates below:

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<tr>
<th>Warranty Fee</th>
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<tr>
<td>$0</td>
<td>1/11/2011-4/30/2012</td>
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<td>$16,200</td>
<td>5/1/2012-4/30/2013</td>
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C. Section 24 is amended and replaced with the following:

24.0 Maximum Compensation Limit. The maximum contract amount payable under this AGREEMENT for the entire TERM is NINE HUNDRED FIFTY THOUSAND DOLLARS ($950,000).

D. Sections 23.4 – 23.4.3.1 are amended and replaced with the following language:

23.4.1. “COUNTY Data” shall mean data and information received by VENTEK from COUNTY. COUNTY Data includes any information or data that is transported across a COUNTY network, or that resides in a COUNTY-owned information system, or on a network or system under the control and management of a contractor for use by COUNTY. “COUNTY Confidential Information” shall include all material, non-public information (including material, non-public COUNTY Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to VENTEK, its agents or employees, or any of its affiliates or representatives.

23.4.2. VENTEK shall not acquire any ownership interest in COUNTY Data (including COUNTY Confidential Information). As between VENTEK and COUNTY, all COUNTY Confidential Information and/or COUNTY Data shall remain the property of the COUNTY. VENTEK shall not, without COUNTY’s written permission, use or disclose COUNTY Data (including COUNTY Confidential Information) other than in the performance of its obligations under this AGREEMENT.

23.4.3. VENTEK shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by VENTEK and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.

23.4.3.1 VENTEK shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of COUNTY Data, protect against any anticipated threats or hazards to the security or integrity of COUNTY Data, and protect against unauthorized access to or use of COUNTY Data that could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Agreement,
VENTEK shall seek and follow COUNTY’s direction regarding the proper disposition of COUNTY Data.

23.4.3.2. VENTEK shall take appropriate action to address any incident of unauthorized access to COUNTY Data, including addressing and/or remediying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or inwriting within 24 hours of any incident of unauthorized access to COUNTY Data, or any other breach in VENTEK’s security that materially affects COUNTY or end users. If the initial notification is by phone, VENTEK shall provide a written notice within 5 days of the incident. VENTEK shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this AGREEMENT. Should COUNTY Confidential Information and/or legally protected COUNTY Data be divulged to unauthorized third parties, VENTEK shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at VENTEK’s sole expense. VENTEK shall not charge COUNTY for any expenses associated with VENTEK’s compliance with these obligations.

F. Section 23.6 (California Public Records Act) is replaced in its entirety with the following language:

The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If VENTEK’s proprietary information is contained in documents or information submitted to COUNTY, and VENTEK claims that such information falls within one or more CPRA exemptions, VENTEK must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make best efforts to provide notice to VENTEK prior to such disclosure. If VENTEK contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the COUNTY is required to respond to the CPRA request. If VENTEK fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.

VENTEK further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by VENTEK.

G. Sections 23.15 through 23.19 are added to the AGREEMENT:

23.15. Governing Law, Venue.
This AGREEMENT has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue
for legal action regarding this AGREEMENT shall be in the County of Santa Clara.

23.16. **Assignment.**
No assignment of this AGREEMENT or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

23.17. **Assignment of Clayton Act, Cartwright Act Claims.**
VENTEK assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by VENTEK for sale to the COUNTY pursuant to this AGREEMENT.

23.18. **Waiver.**
No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party shall be in writing and shall apply to the specific instance expressly stated.

23.19. **Indemnification.**
VENTEK shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from any claim, liability, loss, injury, or damage, arising out of or in connection with, performance of this AGREEMENT by VENTEK and/or its agents, employees, or subcontractors, excepting only loss, injury, or damage caused by the sole gross negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the Parties to this AGREEMENT to provide the broadest possible coverage for the COUNTY. VENTEK shall reimburse the COUNTY for all costs, attorneys’ fees, expenses, and liabilities incurred with respect to any litigation in which VENTEK is obligated to indemnify, defend, and hold harmless the COUNTY under this AGREEMENT.

III. **COMPENSATION.** Except as expressly stated herein above, nothing in this Second Amendment authorizes or approves an increase in the compensation limit set out in the AGREEMENT.

IV. **DEFINITIONS.** Capitalized terms used in this Second Amendment without definition shall have the same meaning ascribed to such terms in the AGREEMENT.

V. **ENTIRE AGREEMENT; AMENDMENT.** Except as modified by this Second Amendment, all other terms, conditions, and stipulations of the AGREEMENT remain in full force and effect. The AGREEMENT, as amended herein, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the AGREEMENT and shall supersede all prior communications, representations, and understandings or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument executed by all Parties hereto. Any prior or contemporaneous oral or written representations
relating to the same subject matter is hereby revoked and extinguished by the AGREEMENT, as amended herein.

VI. CONSTRUCTION. This Second Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

VII. SIGNING AUTHORITY. By signing below, each signatory for a Party warrants and represents that he/she executed this Second Amendment in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this Second Amendment.
IN WITNESS WHEREOF, this Second Amendment is effective as of the last date signed by all the Parties herein below (“Effective Date”).

FOR: CARACAL ENTERPRISES, LLC (dba, VENTEK International)

DocuSigned by: Phil Wilkinson
3/10/2020
Phil Wilkinson, Chief Operating Officer

FOR: COUNTY OF SANTA CLARA, a Political Subdivision of the State of California

DocuSigned by: Cindy Chavez
Date
CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

DocuSigned by: Megan Doyle
Date
MEGAN DOYLE
Clerk of Board of Supervisors

Approved as to form and legality:

DocuSigned by: Tony Lopresti
Date
TONY LOPRESTI
Deputy County Counsel
# APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

**Date of Submission:** 03/03/20

For Professional Services submit document via SAP Requisition to **Buyer Code:** OCC

For Goods & Related Services refer to Contact and Commodity Assignment List for buyer code guidance.

## SECTION I

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<tr>
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<td>User Agency/Department(s):</td>
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<tr>
<td>Requesting Agency/Department Contract Manager/Coordinator</td>
<td>Name: Metka Valh</td>
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<tr>
<td></td>
<td>Phone: 355-2216</td>
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<td>Email: <a href="mailto:metka.valh@prk.sccgov.org">metka.valh@prk.sccgov.org</a></td>
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## SECTION II

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## SECTION III

Mark appropriate box for Contract's Signature Authority

- [ ] Board of Supervisors
- [ ] Delegated to Department Head or designee
- [ ] Director of Procurement

Rev. Date: January 2020
SECTI2N IV
Pursuant to Board Policy 5.4..5.4, EXCEPTIONS to the maximum 5-year term limit lor Professional Services are listed below. Select the appropriate exception(s).

1. When the funding source for a contract provides that the contract term must exceed five years. Such funding sources may include the State or Federal government or an outside funding source (private or foundation grant).

2. When the County "piggybacks" on another jurisdiction's contract that is more than five years or that is subsequently extended for more than the initial five-year term.

3. When a specific law, code or regulation requires that a particular type of contract include certain contract terms(s) that exceed 5 years. Please provide a specific citation below.

4. Contracts for goods, which includes equipment, that have a lifespan that exceeds five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years.

5. Contracts for technology software or hardware that have a lifespan exceeding five years and the benefits to the County of exceeding a five-year term outweigh the benefits of creating and executing a new contract after five years.

6. Proprietary maintenance contracts.

7. Contracts for project-specific professional services where the length of the project is expected to exceed five years.

8. Revenue contracts.

9. Contracts with other governmental entities.

10. When an Agency/Department is otherwise able to justify that it is in the County's best interest to exceed the maximum 5-year term requirement. For example, an Agency/Department is able to demonstrate that the financial and/or programmatic impact on the County would be significant if the contract term does not exceed the maximum 5-year term requirement. [Specific rationale must be provided in Section V, below.]

SECTION IV continued
Provide BRIEF but CONCISE details to validate the EXCEPTION(S) selected above

The Department purchased the pay stations in 2012 after an initial lease. The pay stations are still operational and the Department wishes to continue using them to generate revenue from park entrances, boating, camping, and annual pass fees.

The Department has a Service Agreement ("Agreement") with Urban Park Concessionaires ("UPC") to service the pay stations. The Department seeks to extend the agreement with UPC for 24 months, through June 30, 2022. Additionally, the Department is concurrently seeking to extend the agreement with the pay station manufacturer, VenTek International, through June 30, 2022 for the necessary data hosting, transaction processing, internet connectivity, and warranties for the pay stations to remain functional. It is imperative that the term of the Agreement with UPC match the term of the agreement with VenTek International to maintain the level of service provided to park visitors.

In addition, the Department is in the process of procuring a new reservation system which will need to correlate closely to any changes in the pay station program. The Department has evaluated fee collection options, capabilities of new technology, and pricing strategies following the recommendations of a consultant-led vehicle entry analysis and pricing and cost recovery plan. The Department needs to understand the full impacts of the change in the reservations system and the requirements of any changes in pricing strategy to determine the direction of future fee collection methods.

The Department therefore seeks to extend the agreement for 24 months, through June 30, 2022. This extension will allow the Department sufficient time to issue RFP, complete competitive procurement process for a new pay station/fee collection system, negotiate a contract for needed services/equipment and provide time for the ease of transfer from the old to a new fee collection system.
SECTION V

If relying upon Exception (10), the OCCM or the Director of Procurement, as applicable, has discretion to approve a contract term for more than five years. Provide a narrative explanation below:

A. BACKGROUND (Describe the good or service procured)

The Department procured UPC services through an open competitive process in 2011 for servicing VenTek International pay stations in the park setting. UPC provides fee collection services and maintains the Department-owned pay stations. The services include collection and accounting of revenue, credit card and bank statement reconciliation, and preparation of reports that meet the Department's accounting needs.

The UPC provided services and maintenance require a specialized knowledge related to cleaning, repairing or replacing bill acceptors, credit card readers, receipt rolls, coin hoppers, solar panels, and associated electrical and programming on the pay stations.

The Department owns 19 pay stations, which are used to collect park user fees in the County parks. The Department collects approximately 30% of park user fees through the pay stations. More than one million dollars ($1,001,908) was collected through the pay stations in Fiscal Year 2019. Approximately 35% of annual pass purchases, 75% of vehicle entry fees, and 35% of boat launch fees were collected through the pay stations. The pay stations are the primary method of fee collection at several County parks, accounting for 84% of the fees collected for park use at Lexington and 77% of the fees collected for Santa Teresa for instance.

B. CONTRACT HISTORY, if applicable. (How was the contract awarded? What were the events that occurred prior to the end of the contract term?)

The UPC Service Agreement was approved by the Board of Supervisors (BOS) on November 8, 2011 following a competitive process. The Agreement was amended three times:
1) Amendment #1 May 18, 2014;
2) Amendment #2 April 12, 2016;
3) Amendment #3 June 19, 2018 to align with the expiration date of the County's Lease Purchase Agreement with the manufacturer of the pay stations.
C. REASONS FOR CONTRACT TERM EXTENSION

The current Agreement with UPC will expire on June 30, 2020. The Department-owned pay stations will continue to remain functional and will meet the needs of collecting park use fees beyond the current contract end date. The contract extension will provide the needed fee collection services and pay station maintenance.

In 2016, the Department completed an analysis related to revenue collection strategies including fee collection and pricing differential. The analysis outlined alternative payment systems or deployment of newer fee collection technologies. The Department is currently in a process of procuring a new reservation system, which would ideally correspond to the pay stations and/or other type of technology that may be obtained in the future. Additionally, the Department is in the process of testing differential pricing according to the capabilities of the pay stations and the existing reservation system to understand the impact on park visitors and fiscal sustainability.

Since the reservations system and any changes in pricing strategies relate directly to the pay station program, it is in the best interest of the County to continue with the existing pay station program until the new reservations system is fully implemented. The UPC is performing to the satisfaction of the Department.

Extending the agreement through June 2022 will allow the Department to understand the capabilities, constraints of the reservations system, and requirements of the pricing strategy. In addition, this will allow the Department a seamless transition from the current pay stations to a new fee collection without any disruption to the customers.

D. RECOMMENDATION PLAN TO CURE ISSUE(S) (If applicable)

The Department is in a process to issue RFP for the Fee Collection/Equipment and Services that will incorporate the changes and will include replacing the existing pay stations with newer technology or implementing different methods of fee collection.

The RFP will be issued in April/May 2020. The corresponding MAL No. 867 was received and approved by the Board on October 18, 2019.

The Department also posted on November 27, 2019, the Scope of Work on the Industry Comments website Form ID # PRK-11272019-202, which closed on December 14, 2019. No comments were received.
## APPROVAL REQUEST FOR A BEYOND 5 YEAR CONTRACT TERM

### SECTION VII
Decision and Required Steps Following Decision (to be completed by OCCM or Procurement)

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<tr>
<td>Approved with Conditions</td>
<td>Attach to Delegation of Authority Coversheet</td>
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<tr>
<td>Returned for Possible Reconsideration</td>
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### SECTION VIII
Office of Countywide Contracting Management/Procurement Department Signature

- **Decision:** Approved
- **Required Steps:** Attach to Legislative File
- **Date:** 3/3/2020

**Comments:**

- **Approved with Conditions:**
  - Comments:

- **Returned for Possible Reconsideration:**
  - Comments:

- **Denied:**
  - Comments:

**Packet Pg. 1155**

**Revision Date:** January 2020
FOURTH AMENDMENT
TO SERVICE AGREEMENT
BY AND BETWEEN

THE COUNTY OF SANTA CLARA AND URBAN PARK CONCESSIONAIRES FOR SERVICING PAY STATIONS IN COUNTY PARKS

This Fourth Amendment is entered into by and between the COUNTY OF SANTA CLARA, a political subdivision of the State of California ("COUNTY") and URBAN PARK CONCESSIONAIRES, a California corporation ("URBAN PARK” or “UPC”), with its principal place of business located at 2150 Main Street, Suite #7, Red Bluff, California 96080, and amends that certain Service Agreement ("AGREEMENT") entered into by and between the COUNTY and URBAN PARK on December 1, 2011. The AGREEMENT was previously amended on May 18, 2014 ("First Amendment"), on April 12, 2016 ("Second Amendment"), and on June 19, 2018 ("Third Amendment"). The COUNTY and UPC are each a “Party” and collectively the “Parties” to this Fourth Amendment.

WHEREAS, the AGREEMENT, as previously amended, provides that URBAN PARK will service PAY STATIONS in COUNTY Parks from December 1, 2011 through June 30, 2020 (the “TERM”), for an amount not to exceed $1,948,360; and

WHEREAS, during the TERM, the AGREEMENT provides that URBAN PARK shall perform certain services and provide certain deliverables, as more fully described in the AGREEMENT terms and conditions; and,

WHEREAS, the Parties mutually desire to amend the AGREEMENT in order to extend the TERM by an additional 24 months, update the Service Fees, and add certain contract terms to reflect new COUNTY requirements and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and as follows:

I. AMENDMENTS.

A. Section 3.1 of Section 3 (Term of AGREEMENT) is amended and replaced with the following language (all sub-sections of section 3.1, including sub-sections 3.1.1 and 3.1.2, shall remain unchanged):

The TERM of this AGREEMENT shall be from December 1, 2011 through June 30, 2022, unless the AGREEMENT is terminated sooner as provided elsewhere in this AGREEMENT.

B. Sub-Section 7.1 of Section 7.0 (Service Fees) of the AGREEMENT is amended and replaced with the following:

The maximum compensation payable under this AGREEMENT for the entire TERM is TWO MILLION FOUR HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED SIXTY DOLLARS ($2,448,360).
C. Section 15.3 (Data Security and Ownership) is amended and replaced with the following language:

15.3 County Data.

15.3.1. “COUNTY Data” shall mean data and information received by URBAN PARK from COUNTY. COUNTY Data includes any information or data that is transported across a COUNTY network, or that resides in a COUNTY-owned information system, or on a network or system under the control and management of a contractor for use by COUNTY. “COUNTY Confidential Information” shall include all material, non-public information (including material, non-public COUNTY Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by COUNTY, its agents or employees, to URBAN PARK, its agents or employees, or any of its affiliates or representatives.

15.3.2. URBAN PARK shall not acquire any ownership interest in COUNTY Data (including COUNTY Confidential Information). As between URBAN PARK and COUNTY, all COUNTY Confidential Information and/or COUNTY Data shall remain the property of the COUNTY. URBAN PARK shall not, without COUNTY’s written permission, use or disclose COUNTY Data (including COUNTY Confidential Information) other than in the performance of its obligations under this AGREEMENT.

15.3.3. URBAN PARK shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of COUNTY Data, protect against any anticipated threats or hazards to the security or integrity of COUNTY Data, and protect against unauthorized access to or use of COUNTY Data that could result in substantial harm or inconvenience to COUNTY or any end users. Upon termination or expiration of this Agreement, URBAN PARK shall seek and follow COUNTY’s direction regarding the proper disposition of COUNTY Data.

15.3.4. URBAN PARK shall take appropriate action to address any incident of unauthorized access to COUNTY Data, including addressing and/or remediying the issue that resulted in such unauthorized access, and notifying COUNTY by phone or in writing within 24 hours of any incident of unauthorized access to COUNTY Data, or any other breach in URBAN PARK’s security that materially affects COUNTY or end users. If the initial notification is by phone, URBAN PARK shall provide a written notice within 5 days of the incident. URBAN PARK shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this AGREEMENT. Should COUNTY Confidential Information and/or legally protected COUNTY Data be divulged to unauthorized third parties, URBAN PARK shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at URBAN PARK’s sole expense. URBAN PARK shall not charge COUNTY for any expenses associated with URBAN PARK’s compliance with these obligations.
15.3.5. URBAN PARK shall defend, indemnify and hold COUNTY harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by URBAN PARK and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY.

D. Section 15.5 (California Public Records Act) is amended and replaced with the following language:

15.5 California Public Records Act.

The COUNTY is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If URBAN PARK’s proprietary information is contained in documents or information submitted to COUNTY, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the COUNTY will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the COUNTY is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the COUNTY is required to respond to the CPRA request, COUNTY may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold COUNTY harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by COUNTY of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

E. Sections 15.14 – 15.18 are added as follows:

15.14 Governing Law, Venue.

This AGREEMENT has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this AGREEMENT shall be in the County of Santa Clara.

15.15 Assignment.

No assignment of this AGREEMENT or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.


URBAN PARK assigns to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of
goods, materials, or services by URBAN PARK for sale to the COUNTY pursuant to this AGREEMENT.

15.17. Waiver.
No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party shall be in writing and shall apply to the specific instance expressly stated.

15.18 Indemnification.
URBAN PARK shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from any claim, liability, loss, injury, or damage, arising out of or in connection with, performance of this AGREEMENT by URBAN PARK and/or its agents, employees, or subcontractors, excepting only loss, injury, or damage caused by the sole gross negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the Parties to this AGREEMENT to provide the broadest possible coverage for the COUNTY. URBAN PARK shall reimburse the COUNTY for all costs, attorneys’ fees, expenses, and liabilities incurred with respect to any litigation in which URBAN PARK is obligated to indemnify, defend, and hold harmless the COUNTY under this AGREEMENT.

II. DEFINITIONS. Capitalized terms used in this Fourth Amendment without definition shall have the same meaning ascribed to such terms in the AGREEMENT.

III. ENTIRE AGREEMENT; AMENDMENT. Except as modified by this Fourth Amendment, all other terms, conditions, and stipulations of the AGREEMENT remain in full force and effect. The AGREEMENT, as amended herein, constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the AGREEMENT and shall supersede all prior communications, representations, and understandings or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument executed by all Parties hereto. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the AGREEMENT, as amended herein.

IV. CONSTRUCTION. This Fourth Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

V. SIGNING WARRANTY. By signing below, each signatory for a Party warrants and represents that he/she executed this Fourth Amendment in his/her authorized capacity, that he/she has the authority to bind the entity or person for whom he/she signs to contractual obligations and that, by his/her signature, the entity or person on behalf of which he/she acted executed this Fourth Amendment.

//
//
IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment effective as of the
last date signed by all the Parties as shown below (“Effective Date”).

FOR: URBAN PARK CONCESSIONAIRES, a California corporation

\[\text{Doca/Signed by:}\]
\[\text{____________________} \quad 3/9/2020 \quad \text{Date}\]
Kris Koeberer,
President and C.E.O.

FOR: SANTA CLARA COUNTY, a Political Subdivision of the State of California

\[\text{____________________} \quad \text{Date}\]
CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document
has been delivered by electronic or other means to
the President, Board of Supervisors.

ATTEST:

\[\text{____________________} \quad \text{Date}\]
MEGAN DOYLE
Clerk of Board of Supervisors

Approved as to form and legality:

\[\text{____________________} \quad \text{Tony Lopresti}\]
TONY LOPRESTI
Deputy County Counsel
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey D Draper, Director, Facilities and Fleet
SUBJECT: Report on Emergency Procurement at Jails and Crime Lab

RECOMMENDED ACTION
Receive report from the Facilities and Fleet Department relating to Emergency Procurement to replace the deaerator tank and boilers at the Elmwood Correctional Facility, the Main Jail Intake Gate, and the Crime Lab Exhaust Fan.

FISCAL IMPLICATIONS
Funds for the replacement of the deaerator tank, hot water boilers, and intake gate were available in the FAF budget.

REASONS FOR RECOMMENDATION
Hot Water Boilers at Elmwood
On March 3, 2020, FAF Building Operations Division (BOD) determined two hot water boilers at Elmwood were not functioning properly. BOD contacted San Jose Boiler Works, who already had the required security clearances to work at Elmwood, and they responded immediately. They confirmed that both tanks were not reparable and needed to be replaced to immediately to restore the hot water system’s service to support comfort heating and domestic hot water services. An Emergency Procurement Request was authorized to remove the old boilers and replace them with two new units.

Pursuant to Board Policy section 5.14.3 and County Ordinance Code statute 34-82, FAF is required to report emergency procurement expenses to the Board. The estimated total cost of the replacement/installation of the boilers is $60,000.

Deaerator Tank at Elmwood
On March 8, 2020, BOD determined the deaerator tank that feeds chemically treated water to the Elmwood kitchen was leaking. BOD again contacted San Jose Boiler Works to assist with repairs. San Jose Boiler recommended replacement instead of repair as the unit’s outer shell had rusted through. To ensure this critical system was restored as quickly as possible an Emergency Procurement Request was authorized to remove and replace the unit.
Pursuant to Board Policy section 5.14.3 and County Ordinance Code statute 34-82, FAF is required to report emergency procurement expenses to the Board. The estimated total cost of the replacement/installation of the deaerator tank is $144,000.

**Intake Gate at Main Jail**

On March 13, 2020 the intake gate at the Main Jail failed. Having a secure and functional intake gate is essential to Main Jail safety and security. BOD contacted Vortex Industries, Inc, who held required security clearances to work at the Main Jail. Vortex determined the curtain and channel for the roll-up gate were damaged beyond repair and they needed to be replaced. To ensure normal operations were restored as soon as practicable, an Emergency Procurement Request was authorized to replace the roll-up unit.

Pursuant to Board Policy section 5.14.3 and County Ordinance Code statute 34-82, FAF is required to report emergency procurement expenses to the Board. The estimated total cost of the replacement/installation of the new intake gate is $93,000.

**Crime Lab Exhaust Fan**

On March 17, 2020 BOD was notified that the Exhaust Fan in the Crime Lab was not functioning. The exhaust fan is critical for crime lab operations, as it ensures that the air pressure in the laboratory rooms remains in balance. BOD contacted One Source Engineering, and they confirmed a variable frequency drive on the exhaust fan had burned up and needed to be replaced. To ensure that the normal operation of the exhaust fan would be restored as soon as possible an Emergency Procurement Request was authorized to replace it.

Pursuant to Board Policy section 5.14.3 and County Ordinance Code statute 34-82, FAF is required to report emergency procurement expense to the Board. The estimated total cost of the replacement of the exhaust fan is $8,000.

**CHILD IMPACT**

This action will have no/neutral impact on children and youth.

**SENIOR IMPACT**

This action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

This action will have no/neutral sustainability implications.

**CONSEQUENCES OF NEGATIVE ACTION**

The report would not be received at this time.
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey D Draper, Director, Facilities and Fleet
SUBJECT: Advertise for JOC-FAF-2020-01 and JOC-FAF-2020-02

RECOMMENDED ACTION
Consider recommendations relating to Facilities and Fleet Department (FAF) Job Order Contracts (JOCs).
Possible action:

a. Approve the Project, adopt Project Manual, authorize advertisement of Contract Documents for JOC-FAF-2020-01, and direct the Clerk of the Board to open bids on Thursday, May 7, 2020 at 2:00 p.m. in the Office of the Clerk of the Board of Supervisors.

b. Approve the Project, adopt Project Manual, authorize advertisement of Contract Documents for JOC-FAF-2020-02, and direct the Clerk of the Board to open bids on Thursday, May 14, 2020 at 2:00 p.m. in the Office of the Clerk of the Board of Supervisors.

c. Authorize the County Executive, or designee to make clarifications and/or changes, and issue addenda as necessary to the Project Manual and Contract Documents, and/or the advertisement, including the timing of receipt of bids.

FISCAL IMPLICATIONS
Work that may be accomplished using these JOCs would be resourced using Board of Supervisors’ (Board) approved programs and departmental budgets.

REASONS FOR RECOMMENDATION
FAF currently has three JOCs, but one has reached its capacity and the other two’s remaining capacity is insufficient to meet planned and anticipated Backlog Projects (planned building systems replacement), pop-up reimbursable projects, and unplanned emergency repairs. Each of the proposed contracts binds the County to a minimum of $50,000 in contracted work with a maximum contract value of each JOC agreement of roughly $5,000,000 per Public Contract Code Section 20128.5.
Consistent with Board Policy Manual Section 5.7.5.4, each JOC requires the execution of a Project Labor Agreement/Targeted Hiring Agreement (PLA/THA) for any individual project job order issued under the proposed contracts with an engineer’s estimate exceeding $2,000,000. This contract language is consistent with previous versions of JOC agreements, but the Administration is following up on the Finance and Government Operations Committee’s request relating to building trades concerns regarding job order contracting to ensure there is an appropriate application of labor standards.

Of note, FAF has been working with County Counsel to finalize the language for the first best value selection of the Job Order Contract. That work is still in progress and all are working as fast as possible to present the new approach to the Board of Supervisors for their consideration.

**CHILD IMPACT**

This action positively impacts Every Child Safe, Every Child Healthy, Every Child Successful in Learning and Every Child Successful in Life indicators. JOC contracts enable the County to maintain and repair facilities that provide services to children in an efficient and timely manner.

**SENIOR IMPACT**

This action positively impacts seniors. JOC contracts enable the County to maintain and repair facilities that provide services to seniors in an efficient and timely manner.

**SUSTAINABILITY IMPLICATIONS**

This action would have positive sustainability implications. JOC contracts enable the County to execute energy and sustainability related projects in an efficient and timely manner, thereby enhancing the effort to conserve resources and support a sustainable community.

**BACKGROUND**

JOCs are annual contracts that are permitted under the California Public Contract Code to allow local agencies to procure competitively bid maintenance and repair and minor remodel work on a significantly expedited basis rather than using traditional informal and formal bidding procedures. The work, including inspection and acceptance of individual job orders, is performed in the same manner as traditional construction projects. Another advantage is the built-in incentive for construction contractors to perform quality and timely work to receive additional job orders, the issuance of which is at the sole discretion of the County.

The JOC program has been a successful contracting tool for County departments that repair and maintain facilities because of its flexibility and streamlined ordering process.

**CONSEQUENCES OF NEGATIVE ACTION**

The contract documents and JOC advertisement would not be approved at this time.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board will open bids for JOC-FAF-2020-01, at 2:00 p.m. on May 7, 2020 and JOC-FAF-2020-02, at 2:00 p.m. on May 14, 2020 in the Office of the Clerk of the Board and report the results to Kim Huynh and Gerry Zimmerman of FAF.
ATTACHMENTS:

- JOC-FAF-2020-01 - BID DOCUMENT (PDF)
- JOC-FAF-2020-02 - BID DOCUMENT (PDF)
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END OF DOCUMENT 00010
ARTICLE 1 — JOB ORDER CONTRACT – JOC-FAF-2020-01

ARTICLE 2 — NOTICE IS HEREBY GIVEN that sealed Bids will be accepted by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California, in the office of the Clerk of the Board of Supervisors, 10th Floor, East Wing of the County Government Center, 70 West Hedding Street, San Jose, CA, 95110 no later than 2:00 p.m., on May 7, 2020 for Job Order Contract JOC-FAF-2020-01.

ARTICLE 3 —

3.1 THE WORK

The Work will be located at various County facilities within the geographical boundaries of Santa Clara County, in accordance with Bid Documents on file for the Work in the Office of the Clerk of the Board of Supervisors. The contract will be awarded to the successful lowest bidder. Only one (1) bid per Contractor may be submitted.

3.1.1 The Work will consist of:

.1 The Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing variety of individual Projects, consisting of specific construction tasks, at different locations throughout the County. This Contract is for construction work and related services to be performed within a designated area of the County. However, if the need arises, the Owner reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the Owner. The scope of this JOC Contract is for general construction, repair, remodel and other repetitive related work to be performed for the County of Santa Clara Facilities and Fleet Department. The County has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages and are for the direct cost of construction. The Contractor will bid two sets of two Adjustment Factors to be applied to the Unit Prices. The first set of Adjustment Factors is for performing work in General Facilities and the second for Detention Facilities. Each set of Adjustment Factors will include Adjustment Factors for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The price of an individual project will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor. These Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. This Contract will be awarded to the lowest, responsive, responsible bidder. The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

.2 The scope of Work for the Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The scope of work, for each project will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Job Order Proposal for the Project including a Job Order Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor, as well as drawings, sketches, a list of subcontractors and suppliers, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price \times quantity \times Adjustment Factor) plus the value of all Non Pre-priced Tasks.
The County will review the Contractor’s Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed Scope of Work.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

3.2 MINIMUM AND MAXIMUM CONTRACT VALUES

The Minimum Contract Value is $50,000.00 for JOC-FAF-2020-01.

3.2.1 The Contractor has the opportunity to perform Job Orders totaling at least $50,000 during the Contract term. The Maximum Contract Value is $5,000,000.

3.2.2 The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The County does not guarantee the Contractor will receive this volume of Work.

3.3 CONTRACT TIME

3.3.1 The contract term commences on the effective date of the Job Order Contract Notice to Proceed issued by the County.

3.3.2 The term of the Job Order Contract will be either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued but not necessarily completed within one calendar year of the commencement date of the Contract.

3.3.3 Each Job Order will specify a Job Order Completion Time as stated on the Job Order Notice to Proceed.

3.3.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

3.4 LIQUIDATED DAMAGES

3.4.1 Agreed Amount of Damages: It is understood and agreed by both parties to the Contract that in case all the Work specified or indicated in the Contract Documents is not completed within the specified limits of the Job Order Completion Time, or within such time limits as extended, damages will be sustained by the County in the event of and by reason of such delay. It is, and will be, impractical and extremely difficult to determine the actual damage which the County will sustain by reason of the delay. It is therefore agreed that the Contractor will pay, at a minimum, to the County the sum of money stipulated per day in the Job Order for each day’s delay in completing the work beyond the time prescribed.

3.4.2 Application of Liquidated Damages and the value of liquidated damages will be determined by the County on a Job Order by Job Order basis. Each Request for Proposal will state whether Liquidated Damages will be applied to an individual Job Order. A typical range for Liquidated Damages is, but not limited to, $50-$3,000.

3.4.3 Owner may withhold Liquidated Damages from payments to the Contractor as such damages
accrue, or, at Owner’s discretion, withhold Liquidated Damages from any payments due or that become due pursuant to the Contract, including Retention and final payment (pursuant to California Government Code §53069.85). A credit Supplemental Job Order shall be executed to assess liquidated damages.

3.5 BIDS MUST BE ADDRESSSED TO: The Clerk of the Board of Supervisors of the County of Santa Clara, 70 West Hedding St. East Wing, 10th Floor, San Jose CA 95110 and bear the Project name and Project number as they appear on the cover of the Project Manual.

3.6 BIDDER’S SECURITY

3.6.1 Each Bid must be accompanied by cash, a certified or cashier’s check, or a bond in the sum of not less than ten percent (10%) of the Maximum Contract Value.

3.6.2 The check or bond must be made payable to “The County of Santa Clara.”

3.7 BID RESULTS

3.7.1 The Deputy Director will post the results of the Bid following the opening of the Bids and verification of bid amounts at the Department’s offices, via e-mail to all bidders.

3.8 ERRORS OR DISCREPANCIES IN THE BIDS

3.8.1 The Board of Supervisors reserves the right to reject any and all Bids and to waive any errors or discrepancies in the Bids.

ARTICLE 4 — OTHER NOTICES

4.1 CONTRACTOR’S LICENSING REQUIREMENT

4.1.1 Pursuant to Document 00200.3, “Compliance with Contractor’s License Law”, the Contractor must possess a ‘B’ Contractor’s License.

4.1.2 The Contractor must possess the required classification of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15). If federal funds are involved in this Project, the Contractor must possess the required classification of Contractor’s License at the time of the Contract Award (per Public Contract Code §20103.5).

4.2 FEDERAL AND GRANT REQUIREMENTS

4.2.1 A Job Order funded by federal or grant monies may mandate specific additional requirements such as, DBE participation, Buy America, Drug Free Work Place Policy, Federal Minimum Wage Rates, etc. Contractor must comply with any applicable mandated requirements.

4.3 PREVAILING WAGE REQUIREMENT

4.3.1 Pursuant to Document 00 73 43 ("Labor and Wage Rate Requirements"), all workers employed in the Work is subject to payment of not less than prevailing wages under California Labor Code Section 1770 et seq.

The rates are available on the State of California Department of Industrial Relations website at California Department of Industrial Relations Home Page.

http://www.dir.ca.gov/DLSR/PWD/index.htm

4.3.2 The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 in order to submit a Bid. All subcontractors must also be registered with the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the
Department of Industrial Relations. Additional information regarding prevailing wage requirements is available on the State of California Department of Industrial Relations Web Site: www.dir.ca.gov.

4.3.3 In submitting a Bid, Contractor represents and warrants that it is registered with the Department of Industrial Relations. Contractor further represents and warrants that it shall maintain its registration with the Department of Industrial Relations throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on the Bid proposal for the Project, is registered with the Department of Industrial Relations at the time the Subcontractor performs Work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence Work, Contractor shall require the Subcontractor to register and may not permit the Subcontractor to commence Work until the Subcontractor’s registration is complete.

4.3.4 The Labor Commissioner’s Office, also called the Division of Labor Standards Enforcement (DLSE), is part of the California Department of Industrial Relations. The Public Works Unit of the Labor Commissioner’s Office actively monitors public works projects and may investigate asserted violations. Any member of the public can report an alleged violation of the State’s labor laws on a public works project to the Labor Commissioner’s website: www.dir.ca.gov/dlse/HowToFilePWComplaint.htm. The Labor Commissioner’s Office in the County of Santa Clara can also provide instruction on how to file a complaint and where a violation should be reported. The Labor Commissioner’s Office in the County of Santa Clara is located at the following address:

Division of Labor Standards Enforcement (DLSE)
100 Paseo de San Antonio, Room 120
San Jose, CA 95113
(408) 277-1266

4.3.5 Contractor must comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code.

4.4 PROJECT LABOR AGREEMENT (PLA)

4.4.1 Any single Job Order that has a construction cost of two million dollars ($2,000,000) or more shall be subject to the provisions of the current County of Santa Clara PLA policy.

4.5 BONDS AND INSURANCE

4.5.1 The successful Bidder must deliver signed Contract Bonds (payment bond and performance bond), and all required insurance documents to the Clerk of the Board of Supervisors for acceptance before Owner will issue a Notice to Proceed with the Contract.

4.5.2 No Contract exists until all Contract Bonds and insurance documents have been accepted by the Owner.

4.6 PRESERVATION OF CULTURAL RESOURCES

4.6.1 If Job Order Work site, as stated in the Detailed Scope of Work is deemed “Archaeologically Sensitive”, the provisions in Document 00700.10.5, “Preservation of Cultural Resources”, will apply.

4.7 COMPUTER, SOFTWARE, AND COMMUNICATION EQUIPMENT REQUIREMENTS

4.7.1 There are specific computer, software and communication equipment requirements in this
4.8 RETENTION FROM PAYMENTS DURING CONTRACT TIME


4.9 AVAILABILITY OF BID DOCUMENTS

4.9.1 Bid Documents will become available on April 13, 2020.

4.9.2 Bid Documents consist of the Construction Task Catalog® and Technical Specifications (only on CD Rom), electronic copy of the Master Project Manual available on the BidSync website.

4.10 MANDATORY PRE-BID CONFERENCE

4.10.1 A MANDATORY Pre-Bid Conference will be held on April 24, 2020– 9:00 AM at the County of Santa Clara FAF Department, Building Operations Division, 1555 Berger Drive, Building #3, San Jose, CA 95112. Failure to attend and sign in will cause forfeiture of bidding rights.

4.10.2 Bidders should become thoroughly familiar with the terms and conditions of the Bid Documents and local conditions affecting the performance and costs of the Work before attending this conference.

4.11 PROJECT MANAGER

4.11.1 The County’s Project Manager for this Project is Kim Huynh at phone number 1-408-993-4532. Kim.Huynh@faf.sccgov.org.

4.12 OWNER’S AUTHORIZED REPRESENTATIVE

4.12.1 The Owner’s Authorized Representative for this Bid, who has authority to Approve Addenda is, the Director of Facilities and Fleet.

4.13 OWNER’S CONSULTANT

The Owner selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC SolutionTM) for their JOC program. The Gordian JOC Solution includes Gordian’s proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian’s JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.

4.14 BID PERIOD CLARIFICATIONS AND ADDENDA

4.14.1 Contractor must submit all requests for clarification, or interpretation of the Bid Documents in writing at least seven (7) calendar days before the deadline for receipt of Bids.

4.14.2 The Owner’s Authorized Representative may issue written Addenda as appropriate for clarification or other reasons during the bidding period.

4.14.3 Addenda will be mailed or delivered to each person included on the Owner’s plan holders list for the Project.

4.14.4 Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum.

4.14.5 Unless otherwise clarified in an Addendum, resolution of supposed discrepancies, conflicts, omissions or errors in the Bid Documents are governed by Document 00700.1.6, “Conflicts in the Contract Documents.”

Contract, Document 00800 “Supplemental Conditions” 2.1.1 & 2.2.17.
4.15 MANUFACTURER CERTIFICATION AND APPROVAL OF CONTRACTOR

4.15.1 For equipment installation and maintenance work, the County reserves the right to require Contractor to submit written approval from the equipment manufacturer affirming that the Contractor is certified and approved for such work. Contractor must submit such certification and approval documentation to the Owner’s Project Manager for approval and acceptance.

4.16 FACILITIES SECURITY AND ACCESS POLICIES

4.16.1 Contractor will adhere to all applicable County secured facility, tool control, and escort policies.

4.16.2 Specific site policies will be supplied on a Job Order basis.

4.17 WORKMANSHIP

All Workers performing trade or craft work shall be Journeyman level or Apprentice level under direct Journeyman Supervision to the specific trade or craft that the Work requires.

___________________________________________________________
Megan Doyle
Clerk of the Board of Supervisors


Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

Megan Doyle
Clerk of the Board of Supervisors

END OF DOCUMENT 00100
# INSTRUCTIONS TO BIDDERS

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ARTICLE 1 — GENERAL

1.1 Bidder must examine these Instructions To Bidders carefully and respond to all requirements and conditions.

1.2 Bidders must be aware of the requirements of all codes referenced in the Bid Documents.

ARTICLE 2 — COMPETENCE OF BIDDERS

2.1 Bidders must meet all qualification requirements contained in the Bid Documents.

2.2 Bidder(s) may be required to furnish evidence satisfactory to Owner that the Bidder and its proposed Subcontractors have sufficient means and experience in the type of Work required to assure satisfactory completion of all the requirements of the Contract Documents.

ARTICLE 3 — COMPLIANCE WITH CONTRACTOR’S LICENSE LAWS

3.1 Bidder’s attention is directed to the provisions of Chapter 9 of Division 3 (§7000 et seq.) of the California Business and Professions Code (“The Contractors’ State License Law”), and §3300 of the California Public Contract Code. The Contractor must possess the required classification of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15). If federal funds are involved in this project, the Contractor must possess the required classification of Contractor’s License at the time of the Contract Award (per Public Contract Code Section 20103.5).

3.2 If a Bidder does not possess the required Contractor’s License at the time a Bid is submitted, in accordance with Business and Professions Code §7028.15, the Bid will be considered non responsive and will be rejected by the Owner. The Owner may require forfeiture of the Bidder’s Bond.

3.3 Joint venture Bidders must possess a joint venture license. Each party to a joint venture must be properly licensed for the Work of this Project.

ARTICLE 4 — PRIOR DISQUALIFICATION

4.1 Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.

4.2 The Owner will review the circumstances presented in the Bid Form Certification. The County will determine if acceptance of the Bid is in its best interest.

ARTICLE 5 — EXAMINATION OF BID DOCUMENTS

5.1 The Bidder must carefully examine the Bid Documents.

5.2 The submission of a Bid will be conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered including the availability of labor and materials to be provided, of the character and quality of Work to be performed, and of the requirements of all Bid Documents.

5.3 No information derived from the Contract Documents will relieve Contractor from any risk or from properly fulfilling all the terms of the Contract.

5.4 Failure by Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

5.5 Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor.

ARTICLE 6 — DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

6.1 If any person contemplating submitting a Bid is in doubt as to the intended meaning of any part of the Bid Documents, or finds discrepancies in, or omissions in the Bid Documents, that person must
submit a written request for an interpretation or correction thereof at least seven (7) calendar Days before the deadline for receipt of Bids.

6.2 Inquiries must be addressed to the Project Manager identified in the Notice to Bidders.

6.3 Any request received fewer than seven (7) calendar Days before the said deadline may not be answered. The person submitting the request will be responsible for its prompt delivery.

6.4 Any interpretation or correction of the Bid Documents will be made only by Addendum, which will become part of the Bid Documents, and will be mailed or delivered to each person included on the Owner’s plan holders list for the Project.

6.5 Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum. If no Addenda are issued relating to supposed discrepancy, conflict, omissions or errors in figuring the Work, the supposed discrepancies, conflicts, or omissions are governed by Document 00700.1.6, “Conflicts in the Contract Documents.”

ARTICLE 7 — BIDDER’S SECURITY

7.1 Each Bid must be accompanied by cash, a certified or cashier’s check, or an original Bidders Bond in an amount not less than ten percent (10%) of the Maximum Contract Value indicated in the Notice to Bidders.

7.2 A Bid will be considered non-responsive if not accompanied by proper Bidder’s Security.

7.3 The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond.

7.4 Bonds and checks must be made payable to “The County of Santa Clara”.

7.5 All bonds must be provided on the forms included with the Bid Documents or the Bid will be considered non-responsive.

ARTICLE 8 — BID FORM

8.1 Prospective Bidders are furnished Bid Forms (Document 00410). The Bid Form contains a schedule of items requesting Adjustment Factors.

8.2 The Adjustment Factors multiplied by the Tasks in the Construction Task Catalog must include full compensation for Providing all labor, materials, services, tools, equipment and whatever else is required to perform all Work in accordance with the requirements of the Work.

8.3 All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

8.4 All Bids must be submitted on the forms furnished by the Owner. A Bid not submitted on the forms furnished by the Owner will be considered non-responsive.

8.5 Completing the Bid Form:

.1 Bidder’s name must be the same as listed on Bidder’s California State Contractor’s license.

.2 Bid price(s) must be in the manner required by the Bid Form.

.3 Bid Form must be signed by Bidder or duly authorized representative.

.a If Bidder is an individual, name must be stated.

.b If Bidder is a partnership, name of the partnership must be stated and one or more partners must sign the Bid Form.

.c If Bidder is a corporation, name of the corporation must be stated, the state of incorporation must be listed, the title of the person with authority to sign and bind the
corporation, must be stated, and the corporate seal must be affixed.
.
Bidder’s business and mailing address must be stated.

8.6 Required Listing of Proposed Subcontractors:
.
.1 Bidders shall list the name, the location of the place of business, and the California contractor license number and public works contractor registration number of each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (½%) of the prime contractor’s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (½%) of the prime contractor’s total bid or ten thousand dollars ($10,000), whichever is greater.
.
.2 Failure(s) to meet listing requirements is cause for Bid to be rejected as non-responsive.
.
.3 Bidders’ attention is directed to the provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100, related to penalties for use of unauthorized Subcontractors or by making unauthorized substitutions.

ARTICLE 9 - CONTRACTING PRINCIPLES

9.1 Pursuant to the Resolution on Contracting Principles adopted by the Board of Supervisors on October 28, 1997, all Bidders are required to sign and submit with their Bid a completed “Contracting Principles Declaration of Contractor/Bidder” form, which has been included in the Bid forms.
.
9.2 The successful Bidder must, during the Contract Time.
.
.1 Comply with all applicable federal, state, and local rules, regulations and laws.
.
.2 Maintain financial records adequate to verify that the County funds paid pursuant to the Contract were used for purposes consistent with the terms of the Contract.
.
It is the policy of the Board that all entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, must be fiscally responsible entities and must treat their employees fairly.
.
To ensure compliance with these contracting principles, all contractors must: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.
.
The factors the County considers in determining compliance with its contracting principles include, but are not limited to: wage levels, pay ranges, benefits for all positions and job classifications, medical insurance for employees, annual rate of staff turnover, number of hours of training for each position in subject areas directly related to the contract, number of legal complaints issued by an enforcement agency against the contractor for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws related to treatment of employees or the contractor’s fiscal condition, and any collective bargaining agreements or personnel policies covering the contractor’s employees.
ARTICLE 10 - SUBMISSION OF BID FORMS

10.1 Bid Forms must be completed in ink, completely filled out, the adjustment factor must be taken to the 4th decimal place (example: 1.XXXX), and submitted on the Bid Form furnished as part of the Bid Documents. Faxed Bids or modifications will not be considered by Owner.

10.2 It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.

10.3 Late Bids will be returned by the Owner to the Bidder unopened.

10.4 Each Bid must be addressed to The Clerk of the Board of Supervisors of the County of Santa Clara, 70 West Hedding St. East Wing, 10th Floor, San Jose CA 95110, and must be delivered to the Clerk of the Board of Supervisors no later than the date and time set for the opening of Bids in the published Notice to Bidders.

10.5 Each Bid must be in its own envelope. Each Bid must be enclosed in a sealed envelope bearing the title of the Project, the name of the Bidder and the date and time of the opening. Failure to do so may result in a premature opening of, or failure to open, such Bid. Bid Forms improperly marked may be disregarded.

ARTICLE 11 - WITHDRAWAL OF BID FORMS

11.1 Any Bid may be withdrawn at any time before the time fixed in the Notice to Bidders for the opening of Bids only by written request of the Bidder or a duly authorized representative.

11.2 Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice to Bidders.

11.3 Whether or not Bids are opened exactly at the time stated in the Notice to Bidders, a Bid will not be accepted after the time stated.

11.4 After the opening of Bids, Bids may only be withdrawn in accordance with the provisions of Public Contract Code §5100-5107.

ARTICLE 12 - PUBLIC OPENING OF BIDS

12.1 Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

ARTICLE 13 - REJECTION OF IRREGULAR BIDS

13.1 The Owner may reject any Bid if there appears to be any alteration of the Bid Form, any addition or condition not called for, or any incompleteness, erasure or irregularity of any kind.

13.2 Bids not completed in ink will be rejected.

13.3 If the Bid amount or other material information is changed by the Bidder, the change must be initialed.

ARTICLE 14 - COMPETITIVE BIDDING

14.1 More than one Bid from an individual, firm, partnership, corporation, or combination thereof, as a principal, under the same or different names will not be considered. Reasonable basis for believing that any individual, firm, partnership, corporation, or combination thereof is a principal in more than one Bid for the Work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof is a principal.

14.2 If there is a reason for believing that collusion exists among the Bidders, any or all Bids may be rejected.

14.3 A person, firm, or corporation submitting a sub-bid to a Bidder, or who quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from
being a principal Bidder for the same Work.

14.4 Bids in which unit prices obviously are unbalanced may be rejected.

14.5 Bidders are put on notice that any collusive agreement fixing the prices to be Bid so as to control or affect Awarding of the Contract is in violation of competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

ARTICLE 15 - SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

15.1 Bids must be based upon use of items named in the Bid Documents.

15.2 In certain cases, specific items have been named because of operational or maintenance considerations; approval of proposed equals should not be assumed.

15.3 Pursuant to Public Contract Code §3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed, prior to the issuance of a Job Order, provided the Bidder complies with the following requirements:

1. The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.

2. Samples must be submitted when requested by the Owner.

3. Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder submitting the proposal.

4. Requests for approval must comply with the requirements of Section 01630, “Product Substitution Procedures.”

5. Owner’s Authorized Representative is the sole judge as to such matters. In the event Owner’s Authorized Representative rejects the use of such Alternative(s) submitted, the Contractor must furnish one of the particular Named Products originally specified in the Documents.

ARTICLE 16 - RETURN OF BIDDER’S SECURITY

16.1 If Owner does not accept the Bid within the period of Days after the Bid opening stated in Document 00410 - Bid Form, Owner will return Bidder's Security to all Bidders.

16.2 If the Bidder to whom the Contract is Awarded executes and delivers to Owner all the required documents, Owner will return Bidder’s Security to all Bidders in accordance with the Public Contract Code Section 20129.

ARTICLE 17 - RELIEF OF BIDDERS

17.1 Attention is directed to the provisions of California Public Contract Code §5100 through §5107 that set forth the criteria and procedures for relief of Bidders, and for authorizing Contract Award to another Bidder.

ARTICLE 18 - AWARD OF CONTRACT

18.1 The Contract(s), if awarded, will be to that responsible Bidder submitting the lowest responsive Bid, subject to Owner’s right to reject any or all Bids and to waive any informality or irregularity in the Bids or in the bidding procedures.

18.2 Subject to California Public Contract Code Sections 5100 through 5107, no Bidder may withdraw its Bid for the period of Days stated in Document 00410, “Bid Form,” after the date set for the opening thereof, and the Bid will be subject to acceptance by Owner throughout this period.

18.3 The time period within which Award of Contract may be made is subject to an extension of such further period as may be agreed upon in writing between the Owner and the apparent lowest responsive responsible Bidder.
18.4 No Contract is formed until all Contract Bonds in the form provided in the Project Manual, Document 00611 (Performance Bond Form) and Document 00612 (Payment Bond Form), and insurance documents have been accepted by Owner; the Contractor submits the signed Contractor’s Worker’s Compensation Certification; and the Agreement is signed by Owner.

ARTICLE 19 - CONTRACT BONDS

19.1 The successful Bidder (hereinafter “Contractor”) must pay all Contract Bond premiums, costs thereof, and incidental thereto.

19.2 Each Contract Bond must be in the form provided in the Project Manual, Document 00611 (Performance Bond Form) and Document 00612 (Payment Bond Form), and signed by both Contractor and the Sureties.

19.3 As a condition to Owner signing the Agreement, the successful Bidder must file with Owner on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a Surety company meeting the requirements of Article 20 herein.

19.4 The successful Bidder shall provide a payment bond for public works in the form provided in the Project Manual, Document 00612 (Payment Bond Form), in an amount of one hundred percent (100%) of the Maximum Contract Value and shall inure to the benefit of persons performing labor or furnishing materials in connection with the Work. This bond must be maintained in full force and effect until all Work is completed and Accepted by Owner, and until all claims for materials and labor have been paid.

19.5 The successful Bidder shall provide a performance bond in the form provided in the Project Manual, Document 00611 (Performance Bond Form), in an amount of one hundred percent (100%) of the Maximum Contract Value and must be so conditioned as to ensure the faithful performance by Contractor of all Work. It shall also include the replacing, or making acceptable, of any defective materials or faulty workmanship during the Guarantee period(s).

19.6 If any Surety or Sureties are deemed unsatisfactory at any time by Owner, Owner will notify Contractor, and Contractor must forthwith substitute a new Surety or Sureties satisfactory to Owner. No further payment from Owner to Contractor will be deemed due or made until the replacement Sureties qualify and are accepted by Owner.

19.7 All changes to the Maximum Contract Value, Contract Time, or Contract Documents may be made without securing the consent of the Surety or Sureties on the Contract Bonds.

19.8 Sureties must be California admitted Sureties. (See Insurance and Bond Requirements set forth in Document 00700.11, “Indemnification and Insurance”)

ARTICLE 20 - INSURANCE

20.1 Contractor will be required to furnish to Owner, concurrently with execution of the Agreement, insurance documents evidencing coverage as required by Document 00700.11, “Indemnification and Insurance.”

20.2 If the Contractor provides incidental architectural or engineering design services, the County’s insurance and indemnification requirements will be required.

ARTICLE 21 - EXECUTION OF CONTRACT AGREEMENT

21.1 The form of Agreement which the successful Bidder, as Contractor, must execute, and the form of Contract Bonds and insurance coverage that it must provide are included in the Bid Documents and must be carefully examined by each Bidder. All Contract Bonds, policies or certificates of insurance, and insurance policy endorsements must be delivered with or before the delivery of the signed Agreement form, and must be acceptable to Owner.

21.2 The Bidder to whom the Contract is Awarded by Owner must, within seven (7) calendar Days after the Notice of Award, sign and deliver the following documents to the Owner’s Project Manager: Kim Huynh, 2310 N. First St., Suite 200, San Jose CA San Jose CA 95131.

00200-7
1. Two (2) originals of the signed Agreement form furnished by Owner in the Bid Documents. (Document 00500, “Agreement”)

2. One (1) original and two (2) copies of the Performance Bond. (Document 00611, “Performance Bond Form”)

3. One (1) original and two (2) copies of the Payment Bond for Public Works. (Document 00612, “Payment Bond Form”)

4. Policies of insurance, insurance certificates and endorsements as required by the Bid Documents.

5. Workers Comp. Certificate

21.3 Should Contractor begin Work in advance of the start date for the Work, as stated in the Notice to Proceed, the Work will be considered as having been done at Contractor’s risk as a volunteer.

ARTICLE 22 - FAILURE TO EXECUTE CONTRACT AGREEMENT

22.1 Failure of the successful Bidder to execute the Agreement in the form satisfactory to Owner is just cause for the annulment of the Award and the forfeiture of the Bidder’s Security.

22.2 Failure of the successful Bidder to sign and return the Agreement within seven (7) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.

22.3 Failure to return required Contract Bonds and insurance documents within seven (7) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.

22.4 If the Bidder to whom the Contract is awarded does not file the documents required by the Bid Documents, files unsatisfactory documents, or refuses to enter into a Contract within the specified time, the Bidder is liable for any difference by which the cost of procuring the Work exceeds the amount of its Bid. The Bidder’s Security may be used to offset such difference.

ARTICLE 23 - NO ORAL AGREEMENTS

23.1 No conversation with any officer, employee, agent or Consultant of Owner, either before, during, or after the execution of the Agreement, affects or modifies any terms or obligations contained in the Contract Documents, nor entitle Contractor to any adjustment in the Contract Time or Contract Sum whatsoever.

ARTICLE 24 - BID PROTEST

24.1 Protest Regarding the Legal Sufficiency of Procurement Documents and Process. Any protest (including supporting documentation) relating to the legal sufficiency of the procurement documents or the procurement process must be emailed or hand-delivered or otherwise sent so that it is received by the Owner’s Project Manager identified in the procurement documents no later than 5 p.m. of the tenth (10th) calendar day after the release of the solicitation on Bidsync. Any protests not received by the deadline or sent to any person other than the Owner’s Project Manager may be rejected or dismissed by the County at the County’s sole discretion. Such protest must be in writing and state the specific legal authority establishing the deficiency in the procurement documents or procurement process. Any bidder who fails to submit a timely protest subject to this provision shall be deemed to have waived any such protest. The County may respond by any appropriate means, including, without limitation, by issuing an addendum, issuing a letter to the protestor, or by canceling the procurement.

24.2 Protest Regarding Award

The Owner’s Project Manager will send an email or otherwise provide an announcement to all bidders informing each of the bid(s) that was/were selected or deemed to be a finalist. A bidder whose bid was not selected or not deemed to be a finalist may file a written protest within five (5) business days of the date of such communication.
Any protest must be in writing. The following must be written on the cover or subject line of the protest: “Protest Relating to [SOLICITATION NUMBER].” The written protest and all supporting documentation must be emailed, hand-delivered or otherwise sent to the Owner’s Project Manager so that it is received no later than 5 p.m. of the fifth business day after the email or announcement notifying bidders of the County’s selection or tentative decision. Any protests not received by the deadline or sent to any person other than the Owner’s Project Manager may be rejected or dismissed by the County at the County’s sole discretion.

1. Contents of Protest. The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly-stated grounds for the protest and supporting information that forms the basis of the Protest (including the specific portions of the Bid Documents and/or Bid and/or applicable law or regulation that were not complied with); (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by the County. All protest documents shall be public records.

2. Grounds for Protest. Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations as follows:

   a. The protester believes there was an error made by County officials or evaluation team members such as a failure to award in accordance with specific portions of the Bid Documents and/or in compliance with applicable law or regulation. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.

   b. The protestor believes there was misconduct or impropriety by County officials or evaluation team members.

   c. The protestor believes there was abuse of discretion or process by County officials or evaluation team members.

3. Protest Resolution Process. The Director of the issuing department will review a timely protest and shall forward the same, along with his or her recommendation (if any), to an independent review officer (IRO). The Protestor shall be provided the Department’s response to the protest (if any) and an opportunity to respond to it within 5 business days. Thereafter, the IRO shall respond on behalf of the County. The IRO may, consistent with applicable law, use all available resources and information, including soliciting information from, and revealing information to, any entities or sources in its attempt to informally resolve the protest. The IRO may also contact the protester or Agency/Department, or conduct a hearing.

4. IRO Decision. The IRO will issue a written decision to the protester and the Department within 20 business days of receiving a protest. However, the time for decision may be extended by the IRO.

24.3 Protest Remedies. The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation or the cancellation of a solicitation. However, no remedy may require the County to execute a contract with any entity, which authority is solely reserved for the Board of Supervisors or an official with appropriate delegated authority.
Bid Form must be completed in ink & changes must be initialed.

FROM: Name of Bidder

Name: _________________________________________________________

Mailing Address: ______________________________________________________________

Phone: (    ) ____________________ Fax: (    ) ____________________ Email ________________

Address: ______________________________________________________________

TO: The County of Santa Clara, herein called Owner:

Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the
JOC-FAF-2020-01, the undersigned Bidder, having become thoroughly familiar with the terms and conditions
of the Contract Documents and with local conditions affecting the performance and the costs of the Work,
hereby proposes and agrees to fully perform authorized Work within the time(s) stated and in strict
accordance with the Contract Documents and each Job Order, including providing any and all labor and
materials, and performing all the work required to construct and to complete said Work in accordance with
the requirements of the Contract Documents, for the following Adjustment Factors:

BID SCHEDULE:

General Facilities Normal Working Hours: Work performed during Normal Working Hours, in General
Facilities, in the quantities specified in individual Job Orders for the Unit Price sum specified in the
Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

General Facilities Other than Normal Working Hours*: Work performed during Other Than Normal
Working Hours, in General Facilities, in the quantities specified in individual Job Orders for the Unit Price
sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

Detention Facilities** Normal Working Hours: Work performed during Normal Working Hours, in
Detention Facilities, in the quantities specified in individual Job Orders for the Unit Price sum specified in
the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

Detention Facilities Other than Normal Working Hours: Work performed during Other Than Normal
Working Hours, in Detention Facilities, in the quantities specified in individual Job Orders for the Unit Price
sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

* Bids will be rejected as non-responsive if the ‘Other than Normal Working Hours’ Adjustment Factors are
not equal to or greater than the ‘Normal Working Hours’ Adjustment Factors.

** Bids will be rejected as non-responsive if the Detention Facilities Adjustment Factors are not equal to or
greater than the General Facilities Adjustment Factors. Detention Facilities Adjustment Factors apply
when Work is performed within a secured area of Department of Corrections Main Jail North/South,
Elmwood Correctional Facility, and Juvenile Hall. General Facilities Adjustment Factors apply for all other
locations.
Award Criteria Figure Formula

Award Criteria Figure Formula percentages are for Bid purposes only. The County is not obligated to issue Job Orders in the stated percentages. Carry out all Lines to the 4th decimal place.

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Calculation</th>
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<tbody>
<tr>
<td>1.</td>
<td>General Facilities Normal Working Hours Adjustment Factor</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Multiply Line 1 by 65%</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>General Facilities Other than Normal Working Hours Adjustment Factor</td>
<td>3</td>
</tr>
<tr>
<td>4.</td>
<td>Multiply Line 3 by 15%</td>
<td>4</td>
</tr>
<tr>
<td>5.</td>
<td>Detention Facilities Normal Working Hours Adjustment Factor</td>
<td>5</td>
</tr>
<tr>
<td>6.</td>
<td>Multiply Line 5 by 10%</td>
<td>6</td>
</tr>
<tr>
<td>7.</td>
<td>Detention Facilities Other than Normal Working Hours Adjustment Factor</td>
<td>7</td>
</tr>
<tr>
<td>8.</td>
<td>Multiply Line 7 by 10%</td>
<td>8</td>
</tr>
<tr>
<td>9.</td>
<td>Add Lines 2, 4, 6, and 8 (This is the Award Criteria Figure)</td>
<td>ACF =</td>
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BID FORM

BID FORM

Document 00410
Page 3 of 10

(Bid Form must be completed in ink & changes must be initialed.)

BASIS FOR AWARD OF CONTRACT

1. The Contracts will be Awarded to the “Responsible Bidder” submitting the lowest responsive Bid (as may be corrected in accordance with paragraph 7 below) and per Article 18 - Award of Contract, in the Instructions to Bidders. “Responsible Bidder” (per Public Contract Code §1103) is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

2. Owner reserves the right to reject this Bid.

3. This Bid must remain open and not be withdrawn for a period of ninety (90) calendar Days from the date prescribed for its opening.

4. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within ninety (90) calendar Days after the date set for the opening of this Bid, or at any time thereafter before withdrawn, the undersigned Bidder must execute and deliver the Agreement to Owner in accordance with this Bid as accepted, and must furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works, Certification of Worker’s Compensation, and Proof of Insurance Coverage as required in the Bid Documents, all within seven (7) calendar Days after the date of Notice of Award furnished by the Clerk of the Board of Supervisors.

5. Contract Bonds and Insurance must be satisfactory to, and on forms acceptable to Owner.

6. Notice of acceptance of Bonds and Insurance or a request for additional information may be addressed to the Bidder at the address shown on Page 1 of Document 00410, “Bid Form.”

7. Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If a discrepancy exists between the Adjustment Factors and the Award Criteria Figure (summation of weighted Adjustment Factors) the Adjustment Factors will prevail. The Owner will correct and revise the total Award Criteria Figure accordingly.

8. Bidder certifies that it has thoroughly read and understands the Bid Documents and Addenda. Bidder hereby incorporates by reference the Bid Documents and Addenda as though set out in full, and all provisions of the Notice to Bidders published by Owner pertaining to the Work described in this Bid.

______________________________
Signature

______________________________
Date

00410-3
BIDDER’S SECURITY & ADDENDA

1. Accompanying this Bid proposal is ____________ (insert words "cash," "cashier's check," "certified check," or "Bidder's Bond" as the case may be) in an amount equal to $50,000.00, which is ten percent (10%) of the Maximum Contract Value, $5,000,000.00.

2. Bidder acknowledges receipt of the following Addenda to the Bid Documents:

   (   ) NO Addenda received

   (   ) Addenda received as follows:

<table>
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<tr>
<th>Addendum Number</th>
<th>Date</th>
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Failure to acknowledge on the Bid Form receipt of an Addendum is not in itself cause for withdrawal or rejection of Bid.

Signature __________________________________________________________________________ Date __________
BIDDER'S CERTIFICATIONS

1. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE AS FOLLOWS:

   NOTE: If Bidder or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, provide first and last names in full below:

   ________________________________________________________________________
   ________________________________________________________________________
   ________________________________________________________________________

2. LICENSED IN ACCORDANCE WITH CHAPTER 9, DIVISION 3, OF BUSINESS AND PROFESSIONS CODE PROVIDING FOR THE REGISTRATION OF CONTRACTORS:

   Contractor's License No.: ___________ Class: ___________ Expiration Date: ________________

   NOTE: Bidder(s) bidding jointly or as a combination of several business organizations are cautioned that such Bidder must be jointly licensed in the same form and style in which the Bid is executed. If making a Bid as a joint venture, each person submitting the Bid must provide the information required above with respect to his or her license.

3. PUBLIC WORKS CONTRACTOR (PWC) REGISTRATIONS PURSUANT TO DIVISION 2, PART 7, CHAPTER 1 (COMMENCING WITH SECTION 1720 OF THE CALIFORNIA LABOR CODE.)

   Public Works Contractor's Registration No.: _______________ Expiration Date: ________________

   NOTE: If Bidder is a corporation, the legal name of the corporation must be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the name of the firm must be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, the Bidder must sign below.

   Business Address: ____________________________________________
   Street _______________________________________________________
   City __________________ State _______ Zip Code ________________

   Business Telephone: (     ) _________________________________

   Signature ________________________________________________
   Date _____________________________________________________
3. DESIGNATION OF INSURANCE COMPANY(IES) & AGENT OR BROKER

The following insurance company(ies) and agent or broker will provide policies of insurance or insurance certificates as required by the Contract Documents:

Insurance Company(ies) _____________________________________________________________
_________________________________________________________________________________

Admitted in California: YES _____ NO _____

Agent or Broker: __________________________________________________________________________
_________________________________________________________________________________

Street       City    Zip

Phone:(      ) __________________

4. DESIGNATION OF BONDING COMPANY & AGENT OR BROKER

The following Surety company and agent or broker will provide Payment and Performance Bonds as required by the Contract Documents:

Surety Company Providing Bonds: _____________________________________________________

Admitted in California: YES _____ NO_____ 

Agent or Broker: ________________________________________________________
________________________________________________________________________________

Street                               City    Zip

Phone:(      ) ___________________
5. NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106. __________________________________________
(Bidder’s full name)
being first duly sworn, deposes and says that he or she is _____________________________________
(Bidder’s title)
of ________________________________________________________________________,
(Company’s name)

the party making the foregoing Bid. The Bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation. The Bid is
genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited
any other bidder to put in a false or sham Bid. The bidder has not directly or indirectly colluded,
conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain
from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or
to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All
statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, to any corporation, partnership, company, association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not
paid, and will not pay, any person or entity for such purpose.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct and that this declaration is executed on ____________________________[date], at
________________________________________________________________________[city], _________________________[state].

Signature

6. STATEMENT OF BIDDER

Has the Bidder, or any officer of the Bidder or any employee of the Bidder who may have a proprietary
interest in the Bid, ever been disqualified, removed, or otherwise prevented from bidding on or
completing any federal, state, or local governmental project because of a violation of law or safety
regulations:

YES ___ NO ___

If your answer is yes, explain the circumstances:

7. TRENCH AND EXCAVATION WORKER PROTECTION (TRENCH SAFETY)

Bidder hereby affirms that Bidder understands and will comply with the applicable provisions of the
California Occupational Safety and Health Act of 1973, the California State Labor Code Sections
6705 and 6707. If trench/excavation work is required in a Job Order, the Contractor must identify

Signature  Date
8. CONTRACTING PRINCIPLES DECLARATION OF CONTRACTOR/BIDDER

The Contract that may be Awarded will be a Type I Service Contract pursuant to the Board of Supervisor’s Resolution on Contracting Principles adopted on October 28, 1997.

Type I Category: “II. Definitions C.2. Construction or other work required by law to be contracted out.”

Explanation: The work required by these Contract Documents is construction work and pursuant to Public Contract Code §20121 must be contracted out.

The Board resolution on Contracting Principles has two (2) specific requirements related to Type I Service contracts:

1) All Type 1 contracts must contain a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws. (See 00700.31, “Compliance With Laws and Regulations”)

2) All Type 1 contracts must contain a contract provision specifying that the contractor shall maintain financial records that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract. (See 00700.31, “Compliance With Laws and Regulations”)

I am authorized to complete this form on behalf of:

_______________________________________________
Name of Contractor

I have reviewed and understand the requirements of Document 00700.31, “Compliance With Laws and Regulations.”

_________________________  ____________________________
Signature                                           Date
STOP NOTICE INFORMATION

PROJECT NAME: ___________________________________________ NO.: __________

COUNTY PROJECT MANAGER __________________________________________

COUNTY DEPARTMENT: _______________________________________________

CONTRACTOR’S NAME _______________________________________________

CONTRACTOR’S ADDRESS _____________________________________________

Reference: California Civil Code, Division 4, Part 6, Title 3

The following is furnished for the information of contractors, Subcontractors and suppliers of labor, materials, equipment, and services under County Public Works contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary-20-day notices (if required by California Civil Code §9300) must be filed with the County of Santa Clara, Clerk of the Board of Supervisors, located at 70 West Hedding Street, 10th Floor, East Wing, San Jose, CA 95110.

STOP NOTICE CONTENTS: See California Civil Code §8100 and following and §9352. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or services provided or agreed to be provided by the claimant; the name of the person/entity to or for whom the same was done or provided; the amount in value of that already done or provided and an estimate of the total amount to be provided. Blank Stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code § 9100. All persons who have not been paid in full and who have provided work for a public works contract for a work of improvement, if the work is authorized by a direct contractor, subcontractor, architect, project manager, or other person having charge of all or part of the public works contract; laborers; and persons described in Section 4107.7 of the Public Contract Code.

HOW THE STOP NOTICE IS SERVED: See California Code §8100 and following and §9354. Served by personal service, registered mail, or certified mail.

TIME FOR SERVICE: See California Civil Code §9356. Stop notices must be served before the expiration of: 30 days after recording of a Notice of Completion (sometimes called a Notice of Acceptance) or Notice of Cessation, if such notice is recorded. If no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation.

NOTICE OF COMPLETION: See California Civil Code §9362. Provided that a stop notice claimant has paid to the Clerk of the Board of Supervisors the sum of $10.00 at the time of filing a stop notice, the Clerk shall provide that claimant with notice of the filing of a Notice of Completion or Cessation, or completion by acceptance or cessation, by personal service, or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code §8120 and following, §9400 and following, and §9364. A stop notice can be released if the original contractor files a corporate surety bond with the Clerk of the Board of Supervisors, in the amount of one hundred twenty-five (125%) of the stop notice claim.
Alternatively, the original contractor may file an affidavit pursuant to California Civil Code §9400-02, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to §9406 and a summary legal proceeding may be held pursuant to §9408 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code §8132-38.

STOP NOTICE LAWSUIT: See California Civil Code §9500-10. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Clerk of the Board of Supervisors within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within 2 years.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS PAGE IN ALL SUBCONTRACTS AND CONTRACTS FOR LABOR, MATERIALS, EQUIPMENT AND SERVICES THAT I ENTER INTO FOR THIS PROJECT:

SIGNATURE BLOCK (Signature Block must be completed in ink & changes must be initialed.)

Bidder’s Signature: ___________________________ Date: __________

Bidder’s Name & Title (Print): ___________________________

ATTENTION!!

SIGNATURE(S) REQUIRED ON ALL BID FORM SIGNATURE BLOCKS AT TIME OF SUBMITTAL OF BID

ANY UNSIGNED BID FORM SIGNATURE BLOCK MAY BE CAUSE FOR REJECTION OF BID

END DOCUMENT 00410
BIDDER’S BOND for JOC-FAF-2020-01

WHEREAS, we, ____________________________________________________________ as Principal,
and _____________________________________________________________________ as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California
(hereinafter called “County”) in the penal sum of $450,000, which is ten percent (10%) of the Maximum Contract
Value, $4,500,000 of the Principal above named, submitted by said Principal to County for the Work described
below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara for certain construction specifically
described as follows,

Job Order Contracting JOC-FAF-2020-01

for which Bids are to be opened on _______________________________, 20____.

THE CONDITION OF THIS OBLIGATION IS that if the Bid submitted by the said Principal is accepted and the
Contract awarded to said Principal within the time periods required in Bid, and if the Principal duly executes the
required Agreement, provides the required Construction Performance Bond, Construction Labor and Material
Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents, in the form
and time periods required by the Bid, then this obligation shall be void, otherwise to remain in full force and effect.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or
addition to the terms of the Contract on the call for Bids, or to the Work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does,
hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.
In the event suit is brought upon this Bond by the County of Santa Clara and County prevails before an
adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a
reasonable attorney’s fee to be fixed by the adjudicating body.
BIDDER’S BOND (CONT’D)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____________ day of ____________________________, 20______.

PRINCIPAL:                       SURETY:

______________________________________  ______________________________________
Signature          Signature
______________________________________  ______________________________________
Name           Name
______________________________________  ______________________________________
Title           Title
______________________________________  ______________________________________
Address          Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On ____________________________, before me, the undersigned, a Notary Public in and for the State, personally appeared________________________________________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California.

Original, Acknowledgement by Attorney-in-Fact must be attached.  
Original, Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00430
AGREEMENT

This is an agreement ("Agreement") between the County of Santa Clara, ("Owner") and

__________________________ ("Contractor").

Owner and Contractor agree as follows:

ARTICLE 1 – SCOPE OF WORK

Contractor must provide all of the materials and perform all of the Work authorized in Job Orders in accordance with the Contract Documents for Project [JOC NUMBER].

ARTICLE 2 - CONTRACT SUM:

As full compensation for furnishing all materials and performing all the Work that may be authorized in Job Orders pursuant to this Agreement until its Acceptance by Owner; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension of discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner will compensate the Contractor for the Detailed Scope of Work called for in each Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® in accordance with the Contractor’s Adjustment Factors stated on the Bid Schedule, which are as follows:

<table>
<thead>
<tr>
<th>General Facilities</th>
<th>Normal Working Hours Adjustment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>6:00 am to 6:00 pm Monday to Friday, except Owner Holidays</td>
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<table>
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<tr>
<th>General Facilities</th>
<th>Other than Normal Working Hours Adjustment Factor</th>
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</thead>
<tbody>
<tr>
<td>Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays</td>
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<tr>
<th>Detention Facilities</th>
<th>Normal Working Hours Adjustment Factor</th>
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<tr>
<td>6:00 am to 6:00 pm Monday to Friday, except Owner Holidays</td>
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<td>Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays</td>
<td></td>
</tr>
</tbody>
</table>

The Minimum Contract Value is $50,000. The Contractor has the opportunity to receive Job Orders totaling at least $50,000 during the Contract term. The Maximum Contract Value is $4,500,000.00. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion. The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. Owner does not guarantee a minimum amount of work will be ordered under this Contract. Owner is not legally authorized to pay for any work that results in an amount in excess of the Maximum Contract Value, and any work performed by Contractor that is in excess of the Maximum Contract Value is at no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond.
Value is done at Contractor’s own expense and Contractor shall not be compensated for the amount in excess of the Maximum Contract Value. At the discretion of the Owner/County and if deemed to be in public interest, the Maximum Contract Value may be increased by up to the sum authorized by Public Contract Code Section 20128.5.

Contractor shall maintain current and accurate accounting records, using Generally Accepted Accounting Principles, of all Job Orders pending and completed under this Contract. Contractor shall notify Owner in writing and in accordance with the notice provisions of this Contract when Job Orders cumulatively total seventy-five percent (75%) of the Maximum Contract Value. Failure to provide such notice will constitute a material breach of this Contract, and Owner may terminate this Contract immediately. If Contractor fails to provide notice as required under this provision, Owner shall withhold, as a penalty for failure to comply with this provision, $25,000 from funds otherwise payable to the Contractor for every thirty (30) days or portion thereof on a pro rata basis that elapses after the seventy-five percent (75%) of the Maximum Contract Value threshold is reached without notice from the Contractor, until such notice is provided and effective. Contractor shall be liable to Owner for such amounts, and Owner may pursue any remedies it deems necessary, including legal action, to collect such amounts.

Contractor shall ensure that at no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion. Failure to ensure that the sum of outstanding Job Orders do not exceed the amount of the Payment Bond and Performance Bond is a material breach of this Contract and Owner may terminate this Contract immediately and with no liability for work done in violation of this provision.

ARTICLE 3 - CONTRACT DOCUMENTS:

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are incorporated herein by reference as though set forth in full.

Formation of a Contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of the required Contract Bonds, Contractor's certification regarding Worker's Compensation, and insurance coverages and documents; (3) execution of this Agreement by Owner. No Contract is formed until these three elements have been accomplished to the satisfaction of the Owner.

ARTICLE 4 – WORKER’S COMPENSATION:

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker’s 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.

ARTICLE 5 – CONTRACT TIME:

Following acceptance of Contract Bonds, Contractor’s certification regarding Worker’s Compensation (Document 00621, “Contractor’s Certification Regarding Worker’s Compensation”), insurance coverages and documents, and execution of this Agreement by both parties, Owner’s Authorized Representative will provide an executed copy of this Job Order Contract.

The term of this Job Order Contract commences on the effective date of the executed contract issued by the County of Santa Clara.

The term of this Job Order Contract is either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed within one calendar year of the commencement date of the Contract.
A separate Job Order Notice to Proceed will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed. The Work must be fully completed within the Contract Time(s) set forth in the Job Order.

ARTICLE 6 - CONTRACTOR’S LICENSE:

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractor’s State License Board at 1020 "N" Street, Sacramento, CA 95814.

ARTICLE 7 – COUNTY’S MANDATORY POLICY PROVISIONS:

7.01 Food and Beverage Standards

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

7.02 No Smoking

Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

7.03 Compliance With All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention
(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Section 9.03, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy
and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

(i) Suspend or terminate any or all parts of this Agreement.
(ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
(iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

7.04 Living Wage

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is $100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy.
Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

i. Suspend, modify, or terminate the Direct Services Contract.
ii. Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
iii. Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

ARTICLE 8 – CONTRACTOR’S/OWNER’S REPRESENTATIVES:

The Owner’s Authorized Representative during construction of this Project is the Project Manager listed on the Project Title Page, or designee, who has authority to approve change orders, payment requests, and other documents.

Notice to the Owner’s Authorized Representative under the Contract Documents shall be sent to:

County of Santa Clara – Facilities and Fleet
Attn.: [NAME], Contract Administrator
2310 N. First Street, Suite 200
San Jose, CA  95131

Tel. 408-[PHONE] / Fax 408-993-4777
Email: [EMAIL]

Notice to Contractor shall be send to Contractor’s Authorized Representative to:

[CONTRACTOR NAME]
Attn.: [CONTRACTOR REPRESENTATIVE NAME]
[ADDRESS]

Tel. [PHONE NUMBER] / Fax [FAX NUMBER]
Email: [EMAIL]

ARTICLE 11–COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES:

This Agreement and any amendments hereto may each be executed in counterparts, and all of such
counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the parties have fully executed the Agreement or amendment. Unless otherwise prohibited by law or County policy, and provided all parties have first executed the Agreement or amendment, the parties agree and intend that an electronic copy of the signed Agreement or amendment has the same force and legal effect as if the Agreement or amendment had been executed with an original ink signature. The term "electronic copy of the signed Agreement or amendment" refers to a transmission of a copy of an original ink-signed Agreement or amendment by facsimile, electronic mail (email), or other electronic or digital means in a portable document format. The term "electronically signed Agreement or amendment" means an Agreement or amendment that is fully executed by all parties each applying an electronic signature. An “electronic signature” means an electronic or digital sound, symbol, or process attached to or logically associated with an electronic or digital record (e.g., DocuSign) and executed or adopted by a person with the intent to sign the electronic record. The parties each represent, warrant and agree that the signatures, whether an ink-signed original or electronically signed Agreement or amendment, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement when so executed by all the parties. The parties further agree if a party has evidenced its signature by forwarding an electronic copy of a signed Agreement or amendment, it will confirm that signature by forwarding to the other party within ten (10) days an ink-signed original of the Agreement or amendment but the failure to so forward an ink-signed original will not affect in any way the validity or enforceability of the Agreement or amendment.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date signed by the Board of Supervisors.

COUNTY OF SANTA CLARA:

____________________________________
Cindy Chavez
President, Board of Supervisors

Date: ______________

ATTEST:
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

____________________________________
Megan Doyle
Clerk of the Board of Supervisors

Date: ______________

CONTRACTOR:

[FULL NAME]
[TITLE]

Date: ______________

Contractor's License No.: [_________]
License Class: [_______]
License Expiration Date: [______]

If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.

____________________________________
John A. Castro
Deputy County Counsel

END OF DOCUMENT 00500
This Escrow Agreement is made and entered into by and between:

THE COUNTY OF SANTA CLARA whose address is 70 W. Hedding St., San Jose, CA 95110 hereinafter called "Owner", and

____________________________ whose address is____________________________ hereinafter called "Contractor", and

____________________________ whose address is____________________________ hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to §22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction contract entered into between the Owner and Contractor for __________________ in the amount of $________________ dated ________________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the contractor, the Owner shall make payment of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of __________________ and shall be designated the Contractor as the beneficial Owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner, Contractor, and Escrow Agent shall determine these expenses and payment terms.

5. The interest earned on the securities or money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of all fees and charges.
ESCROW AGREEMENT (CONT'D)

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) through (8), inclusive, of this Escrow Agreement, and the Owner and the Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner, Contractor and Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Signature
Name
Title
Address

On behalf of Contractor:

Signature
Name
Title
Address

On behalf of Escrow Agent:

Signature
Name
Title
Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on ____________________.

OWNER:

Signature
Name
Title
Address

CONTRACTOR:

Signature
Name
Title
Address

END OF DOCUMENT 00550

00550-2
WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to perform work under:

Job Order Contracting JOC-FAF-2020-01

pursuant to the said Agreement dated _________________, 20__, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, forming the contract for the job orders described therein ("Contract"), are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Contract and applicable California State law, to furnish a Bond for the faithful Performance of said Contract.

NOW, THEREFORE, we, the Principal and ________________________________________________as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

Five Million Dollars ($5,000,000.), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, referred to hereinafter as the Penal Sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns, shall promptly and faithfully perform the covenants, conditions, and agreements in the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any and all alterations of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and hold harmless Owner, its officers, agents, and employees, as stipulated in the Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, addition or deletion to the Contract, or to the work to be performed thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Principal, or work or actions to protect the work or property, shall in any way release or exonerate Surety on this Bond or in any way affect the obligations of this Bond, and the Surety hereby waives notice of any such change, extension of time, change, alteration, modification, addition or deletion, work, or actions.

Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than forty-five (45) days from receipt of such notice or thirty days (30) days following the effective date of a termination of Principal’s right to proceed with the work, elect and commence performance of one of the following options:

A. Undertake performance and completion of the Contract, through its agents or independent contractors (but having qualifications and experience meeting Contract requirements in the reasonable judgment of the Owner), to perform and complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession

00611 - 1
of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract sum remaining on the date of effectiveness of such termination, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

Surety’s total obligations hereunder shall not exceed the amount set forth above as the Penal Sum. The term “balance of the contract sum,” as used in the above paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others.

Surety may not use Contractor to complete the Contract absent Owner’s Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project pending Surety’s election described above.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

Surety shall join in any proceedings brought under the Contract upon Owner’s demand, and shall be bound by any judgment. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below. Notices and elections may be sent by overnight mail, confirmed by email, in addition to methods required by Contract.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney’s fee to be fixed by the adjudicatory body in accordance with applicable law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.
PERFORMANCE BOND (CONT'D)

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the __________ day of ________________________________, 20____.

PRINCIPAL:

Signature
Name
Title
Address

SURETY:

Signature
Name
Title
Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA )
COUNTY OF SANTA CLARA ) ss.

On ___________________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ____________________________________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Original Acknowledgement by Attorney-in-Fact must be attached. Original Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00611
PAYMENT BOND FOR PUBLIC WORKS

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to complete work under:

Job Order Contracting JOC-FAF-2020-01

pursuant to the said Agreement dated ______________________, 20____, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by Title 1, Chapter 4 (commencing at §8152) and Title 3, Chapter 5 (commencing at §9550), of Part 6 of Division 4, of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _________________________________________________ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

Five Million Dollars ($5,000,000.), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.
PAYMENT BOND FOR PUBLIC WORKS (CONT'D)

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the ______ day of __________________, 20____.

PRINCIPAL:      SURETY:

______________________________________  ______________________________________
Signature      Signature

______________________________________  ______________________________________
Name       Name

______________________________________  ______________________________________
Title       Title

______________________________________  ______________________________________
Address      Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA    )
COUNTY OF SANTA CLARA  ) ss.

On __________________________, before me, the undersigned, a Notary Public in and for the State, personally appeared __________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

_____________________________________________
Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00612
Contractor's Certification Regarding Worker's Compensation

Contract with the County of Santa Clara for the
construction of: PROJECT TITLE: JOC-FAF-2020-01

PROJECT NO.: _____________________________

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Dated: ____________________________ 20___

(Contractor)

By____________________________________

________________________________________

(Official Title)

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF DOCUMENT 00621
Mail completed certification to:
Santa Clara County
Attn: Susan Martin
Department: County of Santa Clara
Address: Susan Martin
2310 N. First St. Suite 200
San Jose, CA 95131

Contract No.: 
Description: 

Department:
1. Complete address block to the left.
2. When completed certificate is returned, review and send the following to Finance / Controller:
a. Signed and completed certificate.
b. Copy of insurance requirements and hold harmless clause from the contract.
3. If agreement is a Board approved contract, send a copy of the above (2a and b) to the Clerk of the Board.

This certification is issued as a matter of information only and confers no right upon the policy holder, and does not amend, extend or alter the coverage afforded by the policies. This to certify that the policies of insurance listed below have been issued to the insured named below for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be insured or may pertain the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

PRODUCER: 

COMPANIES AFFORDING COVERAGE

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INSURED:

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<th>POLICY NUMBER</th>
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GENERAL LIABILITY

- COMMERCIAL GENERAL LIABILITY
  - CLAIMS MADE [OCCUR]
  - OWNER'S & CONT PROT

AUTOMOBILE LIABILITY

- ANY AUTO
  - ALL OWNED AUTOS
  - SCHEDULED AUTOS
  - HIRED AUTOS
  - NON-OWNED AUTOS

GARAGE LIABILITY

- ANY AUTO

EXCESS LIABILITY

- UMBRELLA FORM
  - OTHER THAN UMBRELLA FORM

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

- THE PROPRIETOR / PARTNERS/ INCL.
- EXECUTIVE OFFICERS ARE: EXCL.

STATUTORY LIMITS

- EACH ACCIDENT
- DISEASE-POLICY LIMIT
- DISEASE-EMPLOYEE

OTHER

CERTIFICATE HOLDER
COUNTY OF SANTA CLARA
Insurance Compliance
P.O. Box 100085-2B
Duluth, GA 30096

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

AUTHORIZED REPRESENTATIVE
SANTA CLARA COUNTY SPECIAL ENDORSEMENT

Unless specifically excluded, the following endorsements are issued to, and form a part of, the policy number(s) shown below, and are effective on the date indicated at 12:01 a.m. Standard Time as stated in the policy.

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the Work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

e. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy provides X, C and U Hazards coverage.

Name of Insured ___________________________  Effective Date of Endorsement ____________

Insuring Company ___________________________  Policy Number ______________

Insuring Company ___________________________  Policy Number ______________

Signature of Authorized Representative: ___________________________________________ Date: ____________

Send completed certificate to attention JOC Project Manager to 2310 N. First St., Suite 200 San Jose, CA 95131.

END OF DOCUMENT 00622
# GENERAL CONDITIONS

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<td>Notice to Proceed</td>
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1.1 ABBREVIATIONS: References in the General Conditions are sometimes referred to only by corresponding abbreviation. Not all abbreviations are listed and not all listed abbreviations are used. Unless otherwise specifically defined in the General Conditions, when the following abbreviations are used, the intent and meaning will be interpreted as follows:

1.1.1 A/E – Design Professional
1.1.2 CM – Construction Project Manager
1.1.3 DFOW - Definable Feature of Work
1.1.4 FAF – The Facilities and Fleet Department of the County of Santa Clara
1.1.5 LDs – Liquidated Damages
1.1.6 NTP – Notice To Proceed
1.1.7 OAR – Owner’s Authorized Representative
1.1.8 PE – Design Professional
1.1.9 QC – Quality Control
1.1.10 RFI – Request For Information
1.1.11 SOV – Schedule Of Values

1.2 DEFINITIONS: Wherever in the Bidding Requirements, Contracting Requirements (except Document 00850, “Indemnification and Insurance Requirements”), or General Requirements the following terms, or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

1.2.1 Acceptance - The formal acceptance by the County of the Completion of the entire Work of the Job Order, which to Owner’s knowledge has been performed in accordance with the requirements of the Contract Documents and all Approved modifications thereof.
1.2.2 Addendum - A written change to the Bid Documents issued before the time fixed for the opening of Bids.
1.2.3 Additional Detailed Instructions - Detailed written and/or graphic instructions issued by the Owner to the Contractor to explain the Work more fully. Such instructions become part of the requirements of the Contract Documents without changing the requirements of the Contract Documents.
1.2.4 Agreement - The written and signed document known as Document 00500, “Agreement.” (Sometimes also referred to as Contract Agreement or Contract.)
1.2.5 Alternative - Refer to Approved Equal and Substitution
1.2.6 Approved, Directed, Ordered, or Required - Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that written approval, acceptance, or direction by the Owner’s Authorized Representative or Owner’s Project Manager is required.
1.2.7 Approved Equal - Material, equipment, or method accepted by the Owner’s Authorized Representative for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.
1.2.8 Architect of Record – See Design Professional of Record
1.2.9 Award Date - Date of action taken by the Board of Supervisors accepting Contractor’s Bid and authorizing its Chairperson to execute the Agreement. (Sometimes also referred to as Award.)
1.2.10 Bid Alternate – Additive and/or deductive Bid items identified as such on the Bid Form.
1.2.11 **Bid** - The offer of a Bidder to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.

1.2.12 **Bidder** - Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work contemplated, acting directly or through a duly authorized representative.

1.2.13 **Bid Documents** - The documents approved by the Board of Supervisors to advertise for construction of the Project, including but not limited to the Introductory Information, Bidding Requirements, Notice to Bidders (Document 00100), Bid Form (Document 00410), Agreement Form (Document 00500), Bidder’s Bond Form (Document 00430), the Performance Bond Form (Document 00611), the Payment Bond Form for Public Works (Document 00612), and the Sample Escrow Agreement for Security Deposits in Lieu of Retention (Document 00550), plus the Project Manual, General Requirements, General Conditions, Construction Task Catalog, Task Specifications, Specification Division 1 (General Requirements), and any Addenda or written modification to any of the foregoing. The Bid Documents do not include documents listed, included, or referenced "For Information Only" including but not limited to geotechnical reports, asbestos surveys, and other pre-design reports.

1.2.14 **Bid Form** - The approved form upon which Owner requires a formal Bid be prepared and submitted for the Work.

1.2.15 **Bidder’s Security** - The cash, cashier’s check, certified check, or Bidder’s bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with Owner for the performance of the Work of the Contract is Awarded to the Bidder.

1.2.16 **Board of Supervisors** - The Board of Supervisors of the County of Santa Clara.

1.2.17 Reserved

1.2.18 Reserved

1.2.19 **Claim** - A separate unresolved Dispute by the Contractor for: (A) a Contract Time extension, (B) payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Owner.

1.2.20 **Complete Submittal** – A group of individual Submittals, each meeting the requirements of the Contract Documents, encompassing all the Work included in a Definable Feature of Work (DFOW), and submitted to the Owner as a single Submittal package.

1.2.21 **Completion** - Acceptance of the Work by Owner.

1.2.22 **Construction Project Manager (CM)** - A consultant firm or such other individual or entity as Owner may designate to Contractor in writing, retained by Owner to perform project management services.

1.2.23 **Consultants** - Architects, Engineers, Construction Project Managers and other professionals engaged to provide the Owner with professional services for the Project.

1.2.24 **Contract** - The written Agreement on the Owner’s form encompassing the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. Synonymous with "Agreement", and "Contract Agreement".

1.2.25 **Contract Bonds** - The Performance Bond and the Payment Bond for Public Works.

1.2.26 **Contract Documents** - The Bid Documents, Request for Job Order Proposals, Job Orders, all Additional Detailed Instructions, Field Modifications, and Approved Supplemental Job Orders.
1.2.27 **Contractor** - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, that entered into the Contract with Owner. (Sometimes also referred to as “Prime Contractor” or “Original Contractor”)

1.2.28 **Contractor’s Authorized Representative** – The Contractor’s authorized representative who has the authority to represent and act for Contractor.

1.2.29 **Contractor’s Labor Force** – A person or persons employed with and directly compensated by the Contractor as evidenced by certified payroll, worker’s compensation, insurance, and other indicia of employment.

1.2.30 **Reserved**

1.2.31 **Cost Breakdown** - A document submitted by the Contractor to the Owner reflecting the portions of the Job Order Price allotted for the various parts of the Work. (Sometimes also referred to as “Schedule of Values”)

1.2.32 **County** – The County of Santa Clara, a political subdivision of the State of California.

1.2.33 **Critical Path** – All references in the Contract Documents to the Critical Path mean the longest path of dependent activities within the current updated version of the Official Progress Schedule that determine when the Work of the Project will be complete.

1.2.34 **Date of Acceptance** - The date of Acceptance by the Board of Supervisors of Contract Completion.

1.2.35 **Day(s)** - Calendar days unless otherwise designated.

1.2.36 **Deficiency List** - A written list of deficiencies in the completed Work. Also sometimes referred to as “Punch List.”

1.2.37 **Definable Feature of Work (DFOW)** - A Work task that is separate and distinct from other Work tasks and has common control requirements and work crews.

1.2.38 **Design Professional** - The term “Design Professional” means a person licensed in California; as an architect pursuant to Chapter 3 (commencing with §5500) of Division 3 of the Business and Professions Code, registered as a professional engineer pursuant to Chapter 7 (commencing with §6700) of Division 3 of the Business and Professions Code, or licensed as a land surveyor pursuant to Chapter 15 (commencing with §8700) of Division 3 of the Business and Professions Code (Also sometimes referred to as “Architect/Engineer”, “A/E”, “Professional Engineer”, “PE”, “Design Consultant”, and/or “Consultant”).

1.2.39 **Design Professional of Record** – The term “Design Professional of Record” means the Design Professional in responsible charge of the design services or portions of the design services in connection with the Project.

1.2.40 **Direct Labor** – Labor required to complete the Work and performed onsite as evidenced by certified payroll or other relevant documentation.

1.2.41 **Director** - The term “Director” means the Director of the County’s FAF Department.

1.2.42 **Dispute** - A written disagreement submitted by the Contractor seeking adjustment of Contract terms, payment of money, extension of Contract Time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.

1.2.43 **Drawings** - The graphic and pictorial portions of the Contract Documents, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with “Drawings”, “Contract Drawings”, and “Plans”.

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1.2.44 Emergency – A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

1.2.45 Fabricated - Specifically assembled or made out of selected materials to meet Project specific design requirements.

1.2.46 Field Modification - A written instruction, clarification or additional information issued by the Owner’s Project Manager to Contractor that does not change the Job Order Completion Time or Job Order Price but becomes part of the requirements of the Contract Documents.

1.2.47 Final Inspection – The inspection performed by the Owner and its Consultants after the Contractor has certified that the entire Work of the Project is complete.

1.2.48 Force Account - The method of performing Work by or on behalf of Contractor on a time, materials and equipment basis.

1.2.49 General Notes - The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.

1.2.50 Governing Body - The Board of Supervisors of the County of Santa Clara.

1.2.51 Governmental Agencies - Whenever, in the Contract Documents, reference is made to any governmental agency or officer, such reference will be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.

1.2.52 Facilities and Fleet Department (FAF) – The Facilities and Fleet Department of the County of Santa Clara.

1.2.53 Guarantee - A promise or assurance given by one party to a second party that a third party's obligations will be fulfilled (i.e., Contractor agrees to guaranty the Work performed by one of its Subcontractors to the Owner). (Also sometimes referred to as Warranty/Guarantee)

1.2.54 Inspector - The person assigned by Owner to inspect the Work. (Also sometimes referred to as Project Inspector or Owner’s Inspector.)

1.2.55 Install - Synonymous with “Provide” for the purposes of this Contract.

1.2.56 Job Order Document - The County's signature document requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price and authorizing such Work and the approved cost. A project may consist of one or more Job Orders.

1.2.57 Job Order Completion Time - The time within which the Contractor must complete the Detailed Scope of Work.

1.2.58 Job Order Contract Notice to Proceed - The written notice issued by Owner’s Authorized Representative to Contractor whereby the Contractor is notified of the official Job Order Contract start date, after which Work may be issued to the Contractor in the form of individual authorized Job Orders.

1.2.59 Job Order Price - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

1.2.60 Labor Hours – The Direct Labor cost of a Job Order determined by adding (i) the labor cost component of all pre-priced unit tasks, and (ii) labor costs of non-prepriced Work, including subcontracts.
1.2.61 **Laboratory** - Any laboratory authorized or accepted by Owner to test materials and Work involved in the Contract.

1.2.62 **Liquidated Damages** - The amount prescribed in the Contract Documents to be paid to Owner or to be deducted from any payments due or to become due Contractor for each Day’s delay in completing the whole or any specified portion of the Work, beyond the time(s) allowed in the Contract Documents Approved Work Schedule plus Approved time extensions.

1.2.63 **Reserved.**

1.2.64 **Reserved**

1.2.65 **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.

1.2.66 **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.

1.2.67 **Named Products** - Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.

1.2.68 **Notice of Award** - The letter from the Clerk of the Board of Supervisors notifying Contractor that the Board of Supervisors accepted Contractor's Bid and authorized the President to execute the Agreement.

1.2.69 **Notice of Completion** - A document executed by the County and filed with the County Recorder, signifying that a Job Order has been Completed and Accepted.

1.2.70 **Notice to Bidders** - The Document inviting sealed Bids for the Work. (Document 00100, “Notice to Bidders”)

1.2.71 **Official Progress Schedule** - The Contractor's Progress Schedule and all revisions and updates thereto, accepted by the Owner and attached to the Job Order.

1.2.72 **Or Equal** - Refer to Approved Equal

1.2.73 **Owner** - The County of Santa Clara

1.2.74 **Order** - Refer to Approved, Directed, Ordered, or Required

1.2.75 **Owner’s Authorized Representative** - The person named in the Notice to Bidders whose authority includes but is not limited to the authority to approve Addenda, Change Orders, and Payment Requests.

1.2.76 **Plans** - See Drawings

1.2.77 **Preconstruction Submittals** - Submittals requiring Owner’s acceptance before Contractor may proceed with the installation of Work or the procurement of the materials and/or equipment covered by the Submittal.

1.2.78 **Project** - The entire public improvement proposed by Owner to be constructed in whole or in part pursuant to the requirements a Job Order or Job Orders and the Contract Documents, including any phasing or other requirements

1.2.79 **Product Data** - Illustrations, Manufacturer’s literature, standard schedules, performance charts, instructions, brochures, diagrams and other information submitted by the Contractor to illustrate materials or equipment for some portion of the Work. Product Data are not considered Contract Documents.

1.2.80 **Project Manager** - The person identified in the Notice to Bidders as the Project Manager or subsequently designated by Owner’s Authorized Representative to manage the Contract and/or the Project. (Also sometimes referred to as Owner’s Project Manager)
1.2.81 **Project Manual** - The written volume(s) assembled for the Work, including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, Construction Task Catalog, Technical Specifications, and other written or graphic material as may be listed in the Project Manual Table of Contents, including any Addenda and Approved revisions by Owner.

1.2.82 **Project Site** - Space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. May refer to one or more Project Sites.

1.2.83 **Provide** - Synonymous with “Install” for the purposes of this Contract: All labor, materials, equipment, supervision and whatever else is necessary to supply and incorporate a specified item into the Work in compliance with the requirements of the Contract Documents.

1.2.84 **Punch List** - A written list of deficiencies in the completed Work. (Also sometimes referred to as “Deficiency List.”)

1.2.85 **Record Documents** - A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. Record Documents include any change or clarification to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work. (Also known as “As-Builts” or “As-Built Documents”)

1.2.86 **Request for Information (RFI)** - A written request by the Contractor for information or clarification regarding the requirements of the Contract Documents. Requests For Information must be numbered sequentially and presented in a format furnished or accepted by the Owner’s Project Manager. The Owner’s response to an RFI is considered an Additional Detailed Instruction and does not change the requirements of the Contract Documents, Job Order Completion Time, Contract Time, or Job Order Price.

1.2.87 **Retention** - A defined percentage of the Contract Sum held by the Owner pending Completion of the Work, or any portion of the Work.

1.2.88 **Samples** - Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

1.2.89 **Shop Drawings** - Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, and Suppliers to demonstrate and/or illustrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for some specific portion of the Work. Shop Drawings are not considered Contract Documents.

1.2.90 **Specifications** - The written directions, provisions and requirements pertaining to the materials to be provided and to the method and manner of performing the work, equipment, systems and standards, including any Addenda and Approved revisions by Owner. (Also sometimes referred to as “Technical Specifications” or “Specs.”)

1.2.91 **State** - The State of California.

1.2.92 **Subcontractor** - A contractor, within the meaning of the provisions of Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, who contracts directly with the Contractor to perform any Work of the Project. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative.

1.2.93 **Sub-subcontractor** - A contractor, within the meaning of the provisions of Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, that has a direct or indirect contract with a Subcontractor to perform any Work of the Project. The
term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative thereof.

1.2.94 **Submittal** - Data or items required by the Contract Documents to be submitted by the Contractor to the Owner. Submittals demonstrate the method, materials, plan, or sequence the Contractor proposes to use to conform to the design concept expressed in the requirements of the Contract Documents. Submittals include but are not limited to Shop Drawings, Coordination Drawings, layouts, Progress Schedules, Substitution requests, Samples, mockups, catalogs, Product Data and literature, equipment data sheets, maintenance and operating data. Unless otherwise stated in the Contract Documents, Submittals are not considered Contract Documents.

1.2.95 **Substitution** - A material and/or process offered by the Contractor in lieu of the specified material and/or process, and accepted by the Owner’s Authorized Representative in writing as being equivalent (equal) to the specified material and/or process. (Also sometimes referred to as Product Substitution)

1.2.96 **Supplier** - A person or organization contracting with Contractor, a Subcontractor or a Sub-subcontractor to supply materials and/or equipment for the Work.

1.2.97 **Surety** - A company that provides Contractor’s bonds for bidding, performance and payment and is admitted as a surety insurer as defined in §995.120(a) of the California Code of Civil Procedure.

1.2.98 **Total Float Time** - The time difference between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date, of Project activities. (Also sometimes referred to as “slack time” or “Total Float” or “Float”)

1.2.99 **Warranty** - A Contractor’s, Subcontractor’s, Manufacturer’s or material Supplier’s promise or assurance, written or otherwise, that it’s Products and services provided meet industry (implied) or contractual (the requirements of the Contract Documents) standards of performance. (Also sometimes referred to as Warranty/Guarantee.)

1.2.100 **Work** - That which is constructed or done pursuant to the requirements of the Contract Documents to accomplish the Project including but not limited to the furnishing of all labor, materials, use of tools and equipment.

**ADDITIONAL DEFINITIONS CAN BE FOUND IN THE SUPPLEMENTAL GENERAL CONDITIONS ARTICLE 1.**

1.3 **REPRESENTATIONS, CORRELATION AND INTENT**

1.3.1 By entering into the Agreement, Contractor represents it is familiar with the Project Site conditions including the availability of labor and materials in the local geographic area where the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

1.3.2 The Contract Documents are complementary, and what is required by any one is as binding as though required by all. The intent of the Contract Documents is to include all labor, materials, equipment, and all other items necessary for the proper execution and completion of the entire Work. Unless otherwise specifically noted, Contractor must Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for the proper execution and completion of the Work.

1.3.3 Work not explicitly depicted or mentioned in any portion of the Contract Documents is nevertheless required if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations having well known technical, trade or industry meanings are herein in accordance with such recognized meanings.
1.3.4 The organization of the Project Manual into Articles, Parts, Sub-Parts, Divisions, Sections, and Paragraphs and the arrangement of Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers or in establishing the extent of Work to be performed by any Subcontractor or trade.

1.3.5 The Contract Documents prescribe the details for the construction and completion of the Work that Contractor undertakes to perform in accordance with the terms of the Contract.

1.3.6 Scale Drawings, full-sized Drawings and Project Manual are intended to be complementary and to agree.

1.3.7 Owner, whose decision is final, will clarify questions regarding the interpretation of the Contract Documents.

1.3.8 Any Work called for by the Drawings and not mentioned in the Project Manual, or vice versa, is to be Provided as though fully set forth by both.

1.3.9 Where not specifically stated otherwise, all Work and materials necessary for each unit or item of Work, including special construction for any specific brand or shape of materials called for, even though only briefly mentioned or indicated, must be Provided and Installed fully and completely as part of the Work of this Contract.

1.3.10 In the event of any difference, discrepancy, inconsistency, error, omission, or other apparent conflict within the Contract Documents and/or with actual field conditions, Contractor must immediately notify Owner in writing, requesting clarification. If Contractor is aware the Work is affected and proceeds with the Work without instructions from Owner, Contractor must make good any resultant damage or defects.

1.3.11 Contractor must not assume that one element in the Contract Documents has preference over another, except as provided in Document 00700.1.6, “Conflicts in the Contract Documents.” In the event that two or more Products or methods are specified for a particular application, Contractor must furnish the most suitable quality or method, as determined by Owner.

1.3.12 When standards of the Federal Government, trade societies, trade associations, or similar commercial standards are referred to in the Contract Documents by specific date of issue, these standards, including amendments or supplements, will be considered as part of the Contract Documents. When such references do not bear date of issue, the current published edition, including amendments or supplements, at the date of the first Notice to Bidders will be considered as part of the Contract Documents.

1.3.13 Contractor is responsible for the complete and proper execution of the Work as described in, and as reasonably implied by, the Contract Documents. Contractor is solely responsible for ensuring that all Subcontractors, Suppliers, Manufacturers, etc., working with any portion of the Contract Documents are fully aware that all the Contract Documents apply to their Work, although the other portions of the Contract Documents may not be fully reproduced or repeated therein.

1.3.14 Contractor must be skilled and experienced in the understanding and use of construction documents. Contractor must carefully review the Contract Documents for this Project and must carefully examine the Project Site of the Work before Bidding. Unless Contractor has otherwise informed Owner in writing before Bidding, Contractor warrants that it found all Contract Documents free of ambiguities and sufficient for Bidding and construction purposes, and that from its own observations, Contractor has satisfied itself as to the nature and locations of the Work, the character, quality and quantities of materials and labor required, the difficulties likely to be encountered, and all other items that may affect its performance.

1.3.15 Contractor, having assured itself of the adequacy of the Bid Documents and the accuracy of its Bid, agrees to execute the Work within the Job Order Completion Time(s) and Job
Order Price established in the Contract Documents. Contractor further understands that construction will likely involve some clarifications and changes to the Bid Documents and modifications in Contractor’s planned work procedures. These are expected conditions of construction, and Contractor has anticipated them and provided for them in its Bid.

1.3.16 The Drawings, Project Manual and other Contract Documents issued by Owner and copies furnished to the Contractor, are for use solely with respect to the Work of this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or Supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors, Sub-Subcontractors and Suppliers are granted permission to use and reproduce applicable portions of the Drawings, Project Manual and other Contract Documents issued by Owner appropriate to, and for use in, the execution of their work pursuant to the requirements of the Contract Documents.

1.3.17 Paragraphs titled “Section Includes” are not intended to “scope” the Section nor imply a trade responsibility, but serve merely as a listing of significant items in the Section to allow the reader to quickly assess the Section content. Similarly, Paragraphs titled “Related Sections” or “Related Requirements” or “Related Documents” are not intended to coordinate the Contractor’s work, but merely indicate where certain other significant items that may be related to the Work of the Section are specified.

1.3.18 Unless otherwise indicated, highlighted, emboldened, italicized, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.

1.3.19 By submitting a Bid, Contractor represents to the Owner that Contractor has verified the availability of Named Products and the Named Products including sole source Products are currently available.

1.4 ORGANIZATION OF PROJECT MANUAL

   .a The Project Manual is organized in general compliance with the Construction Specifications Institute (CSI) MasterFormat.

1.5 CAPITALIZATION AND CAPTIONS

1.5.1 Terms capitalized in the Introductory Information, Bidding Requirements, Contracting Requirements, and Division 1 (General Requirements) include those that are:

   .1 Specifically defined; or
   .2 Titles and captions of Documents or numbered Articles, Parts, Sub-Parts, Sections, or Paragraphs; or
   .3 Titles of other documents.

1.5.2 The titles and captions of the Documents, Articles, Parts, Sub-Parts, Sections, or Paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Documents, Articles, Parts, Sub-Parts, Sections, or Paragraphs.

1.6 CONFLICTS IN THE CONTRACT DOCUMENTS

1.6.1 See Supplemental General Conditions

1.6.2 Resolution of conflicts in the Contract Documents

   .1 In case of conflict between the Job Order Drawings and Job Order Technical Specifications, the Drawings will govern in matters of quantity, the Project Manual in matters of quality. In the case of conflict within the Drawings, the following will govern:

   .a Schedules, when identified as such, will govern over all other portions of the
Drawings.

.b Specific notes will govern over General Notes, all other notes, and all other portions of the Drawings, except schedules described in the preceding clause.

c Figured dimensions will have precedence over undimensioned items.

d Larger scale Drawings will govern over smaller scale Drawings (for example, ¼" = 1'-0" governs over 1/8" = 1'-0").

e Detail Drawings govern over standard plates included in the Project Manual.

1.6.3 Omissions

.1 If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists accepted trade standard for good and workmanlike construction, such detail will be deemed to have been included by the requirements of the Contract Documents in accordance with such standard.

1.7 REQUESTS FOR INFORMATION

1.7.1 Requests for Information (RFI): If the Contractor discovers conflicts, omissions, or errors in the Contract Documents, or has any questions concerning interpretation or needs clarification of Contract Documents, the Contractor must immediately submit to the Owner, in writing, an RFI that complies with the following requirements:

.1 All RFIs, whether by the Contractor, a Subcontractor or Supplier at any tier, must be submitted by the Contractor to the Owner.

.2 RFIs must be numbered sequentially and be presented in the format furnished by or acceptable to the Owner's Project Manager.

.3 The Contractor must clearly and concisely set forth the issue for which interpretation or clarification is sought, indicating details or other pertinent items involved, and state why a response is required.

.4 Each RFI must be limited to one issue requiring response from the Owner.

.5 In each RFI the Contractor must set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an understanding.

.6 RFIs must be submitted in a timely manner in order that they may be adequately researched and answered before the response affects any Critical Path Activity of the Work.

.7 All RFIs must be submitted by the Contractor to the Owner before 3:00p.m. RFIs received after 3:00p.m. will be date stamped as received the following workday.

.8 Responses to RFIs will be issued by the Owner's Project Manager within 14 Days unless the Owner notifies the Contractor in writing that a response will take longer. The 14 Day response time will begin when the RFI is received and date stamped as received by the Owner.

.9 RFI responses will not change any requirement of the Contract Documents.

.10 Should the Contractor contend that a response to a RFI causes a change to the requirements of the Contract Documents, the Contractor must, before proceeding, give written notice to the Owner indicating that the Contractor considers the response to the RFI to be a change to the requirements of the Contract Documents. Failure to give such written notice within seven (7) Days of receipt of the Owner’s response to the RFI waives the Contractor’s right to seek an adjustment in the Job Order Completion Time or Job Order Price according to Document 00700 - Article 6, “Changes in the Work”, for costs or time incurred in connection with the Work.
described in the RFI.

1.8 ADDITIONAL DETAILED INSTRUCTIONS

1.8.1 Owner may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the Contract Documents. Should Additional Detailed Instructions, in the opinion of the Contractor, constitute Work in excess of the requirements of the Contract Documents, the Contractor must submit written notice to the Owner within seven (7) Days following receipt of such instructions, and in any event prior to commencement of the Work thereon. If in the Owner's judgment the Additional Detailed Instructions constitute Work in excess of the requirements of the Contract Documents, the Additional Detailed Instructions will be revised or the extra Work will be added by Change Order.

END ARTICLE 1
ARTICLE 2 — ADMINISTRATION OF THE CONTRACT

2.1 AUTHORITY OF OWNER’S AUTHORIZED REPRESENTATIVE

2.1.1 Owner’s Authorized Representative will decide all questions regarding the interpretation and fulfillment of the Contract, the prosecution, progress, quality and acceptability of Work and materials; will implement and enforce decisions by issuing Orders, Directives, instructions and notices, and will Approve all changes in Job Order Price and Job Order Completion Time.

2.2 INFORMATION AND/OR SERVICES FURNISHED BY OWNER

2.2.1 Information and/or services required of Owner will be furnished by Owner in accordance with the Contract Documents.

2.2.2 The Owner will furnish the Contractor with copies of the Project Manuals as specified in the Bid Documents.

2.3 ADMINISTRATION OF THE CONTRACT

2.3.1 The Owner will administer the Contract during construction and during the Warranty/Guarantee period.

2.3.2 Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

2.3.3 Unless otherwise specified in the Contract Documents, the Owner will not control the construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work.

2.3.4 The Owner is not responsible for the Contractor’s failure to carry out the Work in accordance with the requirements of the Contract Documents.

2.3.5 The Owner is not responsible for acts, errors, or omissions of the Contractor, a Subcontractor, Sub-subcontractor or anyone directly or indirectly employed by any of them, or of any other persons performing portions of the Work.

2.3.6 Unless otherwise specified in the Contract Documents or when the Owner’s Project Manager has specifically authorized direct communications with its Consultants, Contractor communications by and with the Owner’s Consultants must be through the Owner’s Project Manager.

2.3.7 Subcontractors, Sub-Subcontractors and Supplier communications with the Owner or its Consultants must be through the Contractor.

2.3.8 Unless otherwise specified in the Contract Documents or when the Owner’s Project Manager has specifically authorized direct communications with other contractors working at the Project Site, Communications by and with separate contractors must be through the Owner’s Project Manager.

2.3.9 If the Owner observes Work that appears non-compliant with the requirements of the Contract Documents, the Owner has the authority to reject the Work.

2.3.10 Whenever Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, Owner may require additional inspection or testing of the Work, whether or not such Work is Fabricated, Installed or completed.

2.3.11 The Owner will review Contractor’s submitted Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which are and remain the

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responsibility of the Contractor.

2.3.12 Owner, Owner’s Consultants, and Inspector as appropriate, will conduct periodic quality assurance inspections to determine the Contractor’s compliance with their QC Program and with the requirements of the Contract Documents.

2.3.13 Unless otherwise stated in the Contract Documents, Contractor must sequentially number all Contractor correspondence to the Owner in a format acceptable to the Owner’s Project Manager.

2.4 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

2.4.1 If Contractor fails to begin delivery of material and equipment, to commence Work or a designated portion of the Work within the time specified, to maintain the rate of delivery of material, to execute the Work or designated portion of the Work in the manner and at the specified location(s), or fails to maintain a work program which will ensure Owner’s interest, or, if Contractor is not carrying out the intent of the Contract, Owner’s written notice may be served upon Contractor and Surety on its faithful performance bond demanding satisfactory compliance with the requirements of the Contract Documents.

2.4.2 If the Owner deems that the Contractor has persistently or repeatedly refused or failed to supply an adequate workforce, or material of proper quality, or otherwise refuses or fails to submit a proposal in response to a Request for Job Order Proposal, prosecute the Work, or any separable part thereof, with such diligence as will ensure its completion within the Job Order Completion Time(s) specified in the Job Order or authorized extension thereof, or if Contractor should fail to make prompt payment to Subcontractors or Suppliers, or persistently disregards laws, ordinances, or Owner’s written Directions, or fails to comply with self performance requirements, or has failed in any other respect to prosecute the Work with the diligence and resources required by the Contract Documents, the Owner may, after providing at least 7 Days prior written notice to the Contractor identifying the defaults to be remedied, and the Contractor’s continued failure to remedy the default(s):

.1 provide any such labor and/or materials required to perform the Work or designated portion of the Work and deduct the cost from any money due or to become due to the Contractor; or

.2 if the Owner considers that the default(s) constitute sufficient basis for such action, provide the Contractor and the Contractor’s Sureties with an additional 7 Days written notice, that if the defaults are not remedied, the Contractor’s control of the Work or designated portion of the Work will be terminated.

2.4.3 Should Owner exercise its rights to terminate Contractor’s control of the Work or designated portion of the Work as noted in this Document 00700.2.4, “Breaches, Defaults, and Termination for Cause”, Owner may, without prejudice to any other rights or remedies of Owner and subject to any rights or obligations of the Surety:

.1 terminate Contractor’s control of the Work or designated portion of the Work;

.2 take possession of the Project Site or designated portion of the site and all or any of the Contractor’s materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor as may be on the site and necessary for the performance of the Work or designated portion of the Work;

.3 accept assignment of any and/or all Subcontractor, Supplier, and/or rental agreements; and/or

.4 complete the Work or designated portion of the Work by whatever reasonable method(s) Owner may deem expedient and appropriate.

2.4.4 If Owner terminates the Contractor’s control of the Work or portion of the Work for
reasons provided in this Document 00700.2.4, “Breaches, Defaults, and Termination for Cause”, the Contractor will not be entitled to receive any further payments until the entire Work or designated portion of the Work is completed and Accepted. Contractor and its Sureties are liable to Owner for any additional cost of completing the Work or designated portion of the Work, including compensation for additional managerial, administrative and consulting services, plus the assessment of Liquidated Damages assessed pursuant to Document 00700.7.3, “Liquidated Damages.”

2.4.5 If the costs incurred by Owner as the result of termination of Contractor’s control of the Work or a portion of the Work pursuant to this Document Job Order Price Sum, the Contractor must pay the difference to Owner.

2.4.6 Upon Completion and Acceptance of the entire Work, Contractor is entitled to the return of all unused materials and its equipment, tools, and appliances, except that Contractor will have no Claim on account of usual and ordinary depreciation, loss, wear and tear.

2.4.7 If Owner terminates Contractor’s control of the Work for cause, and if it is later determined that the termination was wrongful, such default termination will automatically be converted to and be treated as a termination for convenience. In such event, Contractor will be entitled to receive only the amounts payable pursuant to Document 00700.2.5, “Termination for Owner’s Convenience”, and Contractor specifically waives any Claim for any other amounts or damages, including, but not limited to, any Claim for consequential damages or lost profits.

2.5 TERMINATION FOR OWNER’S CONVENIENCE

2.5.1 Owner reserves its right to terminate this Contract or any part thereof for Owner’s sole convenience, upon written notice to Contractor. In the event of such termination, the Contractor must immediately suspend all Work hereunder and must immediately cause any and all of its Subcontractors, Sub-Subcontractors and Suppliers to cease work. The Contractor will not be paid for any work performed or costs incurred that reasonably could have been avoided.

2.5.2 The Contractor will be paid in accordance with the provisions of Document 00700.8, "Payments”, except that the amount due the Contractor will be based upon the Owner’s estimate of the Work completed, or acceptable materials provided but not used, to the date of suspension of the Work, less any amounts required to be withheld pursuant to Document 00700.8, "Payments”, and less any prior payment(s) made to, or on the account of the Contractor.

2.6 CONTRACTOR’S RIGHT TO SUSPEND, STOP, OR TERMINATE THE WORK

2.6.1 Contractor may upon fifteen (15) Days’ written notice to Owner, stop Work or terminate the Contract and recover from Owner payment for all Work executed to date of termination if:

1. The Work is stopped pursuant to an order of any court or other public authority for a period of three (3) months, through no act or fault of Contractor or of anyone employed by Contractor; or,

2. Owner, without justification or good cause, fails to pay Contractor within sixty (60) Days after a complete payment application has been received and Approved by Owner’s Authorized Representative.

2.6.2 Work stoppage or termination by Contractor in accordance with this Document 00700.2.6, "Contractor’s Right to Suspend, Stop, or Terminate Work", does not excuse or relieve Contractor from any of its obligations pertaining to Work in place or completed.
2.6.3 The provisions of this Document 00700.2.6, “Contractor’s Right to Suspend, Stop, or Terminate Work”, are in addition to all other rights and remedies available to Contractor by law.

2.6.4 Contractor does not have the right to suspend the Work without Owner’s written approval, and must resume Work promptly when notified by Owner.

2.7 SUSPENSION BY OWNER FOR CONVENIENCE

2.7.1 Owner may, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work issuing a Supplemental Job Order, which may suspend, delay or interrupt all or any part of the Work for such periods of time as Owner may determine to be appropriate for Owner’s convenience or any other reason.

2.7.2 Contractor must immediately comply with Owner’s written Order to suspend, delay or interrupt Work or any part thereof.

2.7.3 If it should become necessary to suspend Work for an indefinite period:

.1 Contractor must store all materials in such manner that they will not be or become an obstruction;

.2 Contractor must take every precaution to prevent damage or deterioration of the Work performed;

.3 Contractor must provide suitable drainage and erect temporary structures where necessary to protect the Work;

.4 Contractor must take all prudent measures to mitigate costs associated with suspension of the Work.

2.8 ASSIGNMENT

2.8.1 The Contractor binds the Contractor, the Contractor's partners, successors, assigns and legal representatives to Owner in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor must not assign the Contract as a whole or in part without written consent of the Owner. If Contractor makes such an assignment without Owner’s written consent, Contractor will remain legally responsible for all Contractor's obligations in the Contract Documents.

2.8.2 No assignment by the Contractor will be valid unless it contains a provision that the funds to be paid to the assignee pursuant to the assignments are subject to prior claims for payment for services rendered or material supplied for performance of the Work called for pursuant to the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials.

2.8.3 Owner will not consent to an assignment that would relieve the Contractor or the Contractor's Surety(s) of their responsibilities pursuant to the Contract.

2.8.4 Subcontracts, purchase orders, and rental agreements entered into by Contractor must contain provisions permitting assignment to Owner, and providing for termination pursuant to the terms of this Agreement. To the extent that Owner elects to take legal assignment, the Contractor must execute and deliver all documents and take all such steps, including the legal assignment of such contracts and exercise other contractual rights of the Contractor, as Owner may require for the purpose of fully vesting in Owner the rights and benefits of the Contractor pursuant to such contracts.

2.8.5 The Contractor may assign moneys due or to become due pursuant to the Contract, through an amendment to the Contract. Any assignment of moneys earned by the Contractor is subject to all proper withholdings and Retention in favor of Owner provided for in the Contract Documents. All moneys withheld, whether assigned or not, are subject to being used by Owner to the extent permitted by law, for the Completion of the Work in
the event that the Contractor is in default of the Contract.

2.9 NOTICE

2.9.1 Any notice from one party to the other must be dated and signed by the party giving such notice or by a duly authorized representative of such party. No notice is effective for any purpose unless served in the following manner:

1. If the notice is provided to Owner, it must be by personal delivery to Owner’s Authorized Representative or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Owner’s Authorized Representative at the address identified in the Notice to Bidders, first class postage prepaid.

2. If the notice is provided to Contractor, it must be by personal delivery thereof to Contractor, or to Contractor’s Authorized Representative at the Project Site, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractor at its regular place of business or at such other address as may have been established for the conduct of the Work, first class postage prepaid.

3. If the notice is provided to the Surety or any other person, by personal delivery to such Surety or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person as stated in the Bond documents.

4. Deposit of notice in the United States mail will be deemed the date of receipt thereof.

2.10 AUDITS AND ACCESS TO RECORDS

2.10.1 The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor’s Bid estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. Owner and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractors books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to Owner, provide proper facilities for such access, inspection and copying purposes.

2.10.2 Contractor agrees to include and make the requirements of Document 00700 - Sub-Part 2.10.1 applicable to all Subcontracts and Sub-subcontracts or purchase orders in excess of $10,000, at any tier.

2.10.3 Audits conducted pursuant to Document 00700 - Sub-Part 2.10.1 will be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

2.10.4 The Contractor agrees to provide all information and reports resulting from access to records to Owner and other affected parties.

2.10.5 Records must be maintained and made available during the performance of the Work and for 3 years after Final Payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until Final Payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.

2.10.6 The right of access provisions of Document 00700 - Sub-Part 2.10.1 applies to all
financial records pertaining to this Contract:

.1 to the extent the records pertain directly to Contract performance;

.2 to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Contract including Change Orders;

.3 to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;

.4 if the Contract is terminated for default or convenience.

2.10.7 Access to records is not limited to the required retention periods. Owner’s Authorized Representative or designee will have access to records at any reasonable time for as long as the records are maintained.

2.11 GOVERNING LAW

2.11.1 This Contract will be interpreted and enforced in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure §394, proper venue for legal action arising out of this Agreement is in the County of Santa Clara. Both parties hereto agree that personal and subject matter jurisdiction is proper in Santa Clara County, California.

END ARTICLE 2
ARTICLE 3 — CONTRACTOR’S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Contractor must supervise and direct the Work, using its best skill and attention.

3.1.2 Contractor is solely responsible for all construction means, methods, techniques, operations, sequences and procedures, and for coordinating all portions of the Work.

3.1.3 The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.

3.1.4 The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day’s work; and develop a site specific quality control program, all at no cost to the Owner. In the event the Owner’s personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the Owner $75 per hour for such effort.

3.1.5 Contractor will not be relieved from its obligations to perform the Work in accordance with the requirements of the Contract Documents, either by the activities or duties of Owner or Owner’s Consultants in their administration of the Contract, or by inspections, tests, acceptance, or approvals required or performed by persons other than Contractor.

3.1.6 Contractor must at all times enforce good order and discipline among its employees and must not employ on the Work anyone not skilled in the task assigned.

3.1.7 Contractor warrants to Owner that all materials and equipment provided pursuant to the Contract are new unless otherwise specified, and that all Work is of good quality, free from faults and defects and in conformance with the requirements of the Contract Documents. All Work not conforming to these requirements, including substitutions not properly accepted and authorized by Owner’s Authorized Representative may be considered defective. Upon request at any time, Contractor must furnish evidence, satisfactory to Owner, demonstrating the quality of installed materials and equipment.

3.1.8 Unless otherwise provided in the Contract Documents, the Contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.1.9 Contractor has charge and care of all Work and all materials to be used therein (including materials for which Contractor has received partial payment or materials which have been furnished by Owner) until Acceptance of the Work. Contractor bears the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the performance or nonperformance of the Work, except as otherwise expressly provided.
3.1.10 Contractor must rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials by any cause before Completion and Acceptance.

3.1.11 Contractor must provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. Suspension of the Work from any cause whatever will not relieve Contractor of responsibility for the Work and materials as herein specified.

3.1.12 Contractor must properly store materials which have been partially paid for by Owner or which have been furnished by Owner. Such storage by Contractor is on behalf of Owner who shall at all times be entitled to the possession of such materials. Contractor must promptly return such materials to the Project Site when requested. Contractor must not dispose of any of the materials so stored except upon Owner’s written authorization.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

3.2.1 The Contractor must carefully study and compare the requirements of the Contract Documents with each other and must advise the Owner, in writing, of any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing it involves a recognized error, inconsistency or omission in the requirements of the Contract Documents, without such notice to the Owner, the Contractor assumes responsibility for such performance and will bear the cost for correction.

3.2.2 The Contractor must take field measurements and verify field conditions and must compare such field measurements, conditions and other related information known to the Contractor with the requirements of the Contract Documents before beginning the Work.

3.2.3 In accordance with Public Contract Code §7104, Public Work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor must promptly, and before such conditions are disturbed, notify the Owner in writing of:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in §25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with applicable laws.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

3.2.4 In response to Contractor’s written notice as required by Public Contract Code §7104:

1. Owner will promptly investigate the conditions, and if Owner finds that such conditions materially differ, or involve hazardous waste, and cause an increase or decrease in the Contractor’s cost of, or the time required for, performance of any part of the Work, a Change Order will be issued in accordance with Document 00700.6, “Changes in the Work.”

2. In the event that a Dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date(s) provided for by the Contract Documents, but shall proceed with all Work to be performed under the Contract. The Contractor will retain any and all rights provided either by Contract or by law that pertain to the resolution of Disputes and protests between the contracting parties.

3.3 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

3.3.1 The Contractor must maintain at the Project Site one (1) copy of the Record Documents including but not limited to Drawings, Project Manual, Addenda, Change Orders,
Requests for Information, Field Modifications, and Additional Detailed Instructions.

3.3.2 The Contractor must maintain the Record Documents in good and current condition and post all changes and clarifications to the Contract Documents on a daily basis as they occur.

3.3.3 The Contractor must mark the record Drawings to record actual field dimensions of installed Work.

3.3.4 The Contractor must maintain a record Project Manual in good order and indicate by marking in the appropriate section of the Project Manual, the selected product or material that was approved for incorporation in the Work.

3.3.5 At least one (1) copy of all Owner accepted Shop Drawings, Product Data, Samples and similar Submittals must be maintained at the Project Site in good and current condition and made available to Owner upon request.

3.3.6 The Contractor and each Subcontractor must prepare and maintain Daily Reports to document the progress of the Work. Daily Reports must be in a format proscribed or approved by the Owner’s Project Manager and completely filled out on a daily basis. One (1) copy of each daily report must be submitted to Owner’s Project Manager the following workday or as otherwise Directed by the Owner’s Project Manager. The corresponding activity numbers from the Official Progress Schedule must identify Work activities on the Daily Reports. It is the responsibility of the Contractor to gather all daily reports and submit to Owner's Project Manager as one package.

3.3.7 The Contractor and each Subcontractor must prepare and maintain incident reports to document unusual occurrences including but not limited to breaches of on-site security, altercations, vehicle or construction equipment accidents, and complaints from neighbors, etc. Incident reports must be in a format prescribed or approved by the Owner’s Project Manager, completely filled out at or about the time of the occurrence of the incident. Three (3) copies of the incident report must be submitted to Owner’s Project Manager within 24 hours of the incident. Information related to follow-up investigation(s) of the incident must be submitted to the Owner’s Project Manager upon request.

3.3.8 The Contractor and each Subcontractor must prepare accident reports to document all reportable accidents at the Project Site. Accident reports must be in a format prescribed or approved by the Owner’s Project Manager, completely filled out at or about the time of the occurrence of the accident. Three (3) copies of the accident report must be submitted to Owner’s Project Manager within 24 hours of the accident. Information related to follow-up investigation(s) of the accident must be submitted to the Owner’s Project Manager upon request.

3.3.9 The Contractor must arrange for the review or selection of any heavy or large material (or color) samples to be made at vendor shops or facilities and, after being suitably tested and accepted, must arrange for samples of the selected material (or colors) to be maintained at the job-site in a secure location for use during construction to verify the acceptability of materials and/or work.

3.4 ACCESS TO WORK

3.4.1 The Contractor must provide Owner continuous access to the Work.

3.5 USE OF PROJECT SITE

3.5.1 Contractor must confine operations at the Project Site to areas permitted by law, ordinances, permits and the Contract Documents, and must not unreasonably encumber the Project Site with any materials, equipment, temporary structures, or temporary measures.
3.5.2 Contractor’s employees, or others subject to the Contractor’s control, are not permitted to reside on the Project Site in temporary living facilities.

3.6 WORKPLACE ENVIRONMENT

3.6.1 The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor’s control, on County property is prohibited.

3.6.2 The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation.

3.6.3 Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following:

.1 Verbal harassment, e.g., epithets, derogatory comments or slurs;

.2 Physical harassment, e.g., assault, impeding or blocking movement, gestures, or any physical interference with normal work or movement;

.3 Visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings.

3.6.4 Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. For example, requests for sexual favors and verbal or physical conduct of a sexual nature are prohibited.

3.6.5 Compliance With All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

.1 Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

.2 Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

.3 Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
4 Definitions: For purposes of this Subsection, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

5 Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

6 Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

7 Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

8 Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an
electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.

.9 Material Breach: Failure to comply with any part of this subsection shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

(a) Suspend or terminate any or all parts of this Agreement.

(b) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.

(c) Offer Contractor an opportunity to cure the breach.

.10 Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

3.6.6 It is the responsibility of the Contractor to:

.1 Inform its employees and Subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited;

.2 Create a workplace environment that is free from harassment; and,

.3 Take corrective action to stop prohibited behavior/conduct.

3.6.7 If in the opinion of the Owner’s Authorized Representative, any employee of the Contractor or Contractor’s Subcontractors violate the prohibitions of this Document 00700.3.6, "Workplace Environment", Contractor must immediately remove that person or Subcontractor from the Project upon Owner’s request, and such person or Subcontractor must not be permitted to perform further Work on the Project Site.

3.6.8 No Smoking. Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

3.6.9 Food and Beverage Standards.

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.
If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

3.7 SUPERVISION

3.7.1 Prior to Contractor mobilization to the Project Site, Contractor must submit to the Owner in writing a letter naming the Contractor’s Authorized Representative who will have the authority to represent and act for Contractor at the Project Site. Communications provided to the Contractor’s Authorized Representative will be as binding as if provided directly to the Contractor.

3.7.2 When Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning as a joint venture, Contractor must submit a letter to the Owner, before starting Work, stating the name of one (1) authorized representative who has the authority to represent and act for Contractor.

3.7.3 Contractor’s Authorized Representative must be present at the Work site at all times while any Work is in progress. When Work is not in progress and during periods when Work is suspended, the Contractor’s Authorized Representative must nevertheless keep the Owner’s Project Manager advised of their whereabouts and the whereabouts of the Contractor’s site superintendents so that they may readily be reached and available for consultation at the Project Site at any time.

3.7.4 Prior to Contractor mobilization to the Project Site, Contractor must submit to the Owner the telephone and/or pager numbers at which the Contractor’s Authorized Representative can be reached at all times. In the event it is necessary for the Contractor’s Authorized Representative to be absent from the Project Site, the Contractor’s Authorized Representative will, except in the case of personal emergency, give written notice to the Owner’s Project Manager designating an acting representative. The absence must not exceed 48 hours without prior written approval of the Owner’s Project Manager.

3.7.5 The Contractor must supervise and direct the Work. The Contractor is responsible for, and has control of, construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and for coordinating the Work unless otherwise noted or specified in the Contract Documents.

3.7.6 The Contractor is responsible for acts and omissions of the Contractor’s employees, Subcontractors, Sub-Subcontractors or Suppliers and their agents and employees, and other persons performing portions of the Work pursuant to a direct or indirect contract with the Contractor or at its direction.

3.7.7 If any person or Subcontractor working at the direction or subject to the control of the Contractor refuses or fails to carry out a properly given Order by the Owner’s Authorized Representative or is, in the Owner Representative’s opinion, incompetent, disorderly, or acting in an improper manner, Contractor must immediately remove that person or Subcontractor from the Project upon Owner's written request, and such person or Subcontractor must not be permitted to perform further Work on the Project.

3.8 DISRUPTION OF OWNER’S NORMAL OPERATIONS

3.8.1 Contractor must give timely advance notice to Owner of Work that is likely to be disruptive to Owner's normal operations at or near the Project Site. If Contractor does not so advise
Owner, Owner has the right to temporarily suspend Contractor’s Work or to require Contractor to modify its Work operations to eliminate any disruption, and Contractor is not entitled to any adjustment in the Job Order Price or Job Order Completion Time for any delay or additional costs associated therewith.

3.9 LABOR

3.9.1 Hours of Labor

.1 Eight hours labor constitutes a legal day’s work. Contractor shall forfeit as a penalty to Owner, $25.00 for each worker employed in the execution of the Contract by Contractor or any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code, and in particular, §1810 through §1815 thereof, except that work performed by employees of Contractor or any Subcontractor in excess of eight (8) hours per day, or forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week, at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in §1815.

3.9.2 Prevailing Wage

.1 The services to be performed pursuant to this Agreement are “public works” subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions of this Agreement, Contractor will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

.2 No Contractor or Subcontractor may perform work on the Project without being registered with the Department of Industrial Relations (DIR). Contractor shall maintain its registration with the DIR throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on its bid proposal, is registered with the DIR at the time the Subcontractor performs work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence work, Contractor shall require the Subcontractor to register and may not permit the Subcontractor to commence work until the Subcontractor’s registration is complete.

.3 Contractor shall comply with California Labor Code §1775, whereby Contractor shall be assessed a penalty for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any Work done pursuant to the Contract by Contractor or any Subcontractor in violation of the California Labor Code and in particular §1770 through §1780. In addition to said penalty and pursuant to §1775, Contractor shall pay each worker the difference between such stipulated prevailing wages and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate.

.4 Contractor and each Subcontractor must, pursuant to California Labor Code §1776, submit a certified weekly payroll within ten (10) Days after the Owner’s request for submission of certified weekly payroll records. The certified payroll must include the date of actual payment of wages for each worker employed on the Project and a breakdown of each payment including all fringe benefits included in such wage for each worker. The responsibility for compliance with California Labor Code §1776 is the responsibility of the prime Contractor.
.5 Contractor must submit two (2) copies of said payroll to Owner on the California Department of Industrial Relations standard Form A-1-131 “Public Works Payroll Reporting Form.” Other forms may be used provided they exactly duplicate the format, dimensions and wording of Form A-1-131.

.6 Pursuant to the provisions of California Labor Code §1770 and following, the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work, for straight time, overtime, Saturday, Sunday, and Holiday work. The Holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of each craft, classification, or type of workers concerned. Said prevailing wage rates are on file in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested party on request. The rates are also available on the State of California’s Department of Industrial Relations home page website at http://www.dir.ca.gov.

.7 If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it, shown in the general determinations in effect when the Bids were received. Pursuant to California Labor Code §1773.2, Contractor shall prominently post a copy of such prevailing wages at each job site.

.8 Pursuant to Public Contract Code §6109, the Contractor shall not perform Work on this public works project with any Subcontractor who is ineligible to perform Work on a public works project pursuant to §1777.1 or §1777.7 of the Labor Code. Any contract on a public works project entered into between the Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing Work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by the Contractor on this Project shall be returned to the Owner. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

.9 Pursuant to Labor Code §1771.5.b.6, the Owner will withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment of prevailing wage has occurred.

3.9.3 Certified Payrolls

.1 Contractor must submit two (2) copies of certified weekly payrolls for the periods covered by each Progress Payment. Certified Payroll records must be submitted within ten (10) calendar days from the Progress Payment period end date.

.2 Pursuant to California Labor Code §1776, in the event that the contractor fails to comply within the 10-day submission period, the contractor must forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

.3 Pursuant to California Labor Code §1776, compliance with the requirements of California Labor Code §1776 is the responsibility of the prime Contractor.

3.9.4 Apprentices

.1 Contractor’s attention is directed to the provisions of §1777.5 and §1777.6 of the California Labor Code regarding the employment of apprentices by Contractor and any Subcontractors, and §1777.7 regarding penalties for noncompliance. Contractor and all Subcontractors shall comply with the requirements of said Sections in the employment of apprentices. Pursuant to §1777.5, the responsibility for compliance with the requirements of §1777.5 is the responsibility of the prime Contractor.
2. It is Owner’s policy to encourage the employment and training of apprentices on public works contracts in accordance with local apprenticeship standards.

3.9.5 Workers Travel & Subsistence Payments

.1 Contractor’s attention is directed to the provisions of California Labor Code §1773.8 that requires Contractor to make travel and subsistence payments in accordance with collective bargaining agreements applicable to each worker needed to execute the Work.

3.10 SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK

3.10.1 Unless otherwise specified in the Job Order no construction Work shall be done on Saturdays, Sundays or holidays recognized by the County government and no Work shall be performed outside of Normal Hours Of Work without the prior consent of the Owner’s Project Manager, unless required in the Contract Documents. Normal Working Hours are standard shift work between the hours of 7:00 A.M. – 5:00 P.M., Monday through Friday, excluding County holidays.

3.10.2 Whenever the Contractor intends to perform overtime work or work on Saturday, Sunday, or a legal holiday recognized by the County, the Contractor must request permission by giving written notice to the Owner’s Project Manager at least 2 workdays prior to performing the Work.

3.10.3 Unless specifically provided or required by the Contract Documents, Contractor shall receive no additional compensation for any overtime work (i.e., work in excess of: Eight (8) hours in any one Day; forty (40) hours in any one calendar week; or evening, night, legal holidays observed by Owner, or weekend work).

3.10.4 Prior to the start of such Work, when necessary, the Contractor must arrange with the Owner for the continuous or periodic inspection of the Work and tests of materials.

3.10.5 Should the Contractor find it necessary in order to complete the Work according to the Official Progress Schedule to perform certain of Contractor’s operations on Saturdays, Sundays, holidays or during other overtime hours, these operations will be performed as part of the Work included in the Job Order Price and do not constitute a basis for additional compensation. At the Owner’s option the Contractor may be required to compensate the Owner for inspection, testing, security, or management costs during Work performed outside of Normal Hours Of Work. Owner has the right and authority to deduct the cost of all such inspections, testing, security, or management costs from any payments due or that become due Contractor.

3.10.6 The Owner has the right to Order Contractor to perform Work outside Normal Hours Of Work. Owner will issue such Order in writing. If the Owner Orders the Contractor to perform Work outside Normal Hours Of Work, the Contractor must make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor must submit copies of Contractor’s payrolls indicating the premium wages actually paid, and the Owner will issue a Change Order to reimburse the Contractor for Contractor’s actual costs only. The Owner will pay all extra expense of Owner’s inspection.

3.11 NORMAL HOURS OF WORK

3.11.1 Normal Hours Of Work for Contractor’s operations, which are located within city limits, must comply with city ordinances or requirements of the city. Contractor’s operations in the County’s unincorporated areas or areas which border a city, town or other county must comply with requirements of Santa Clara County or requirements adopted by other jurisdictions, whichever are more stringent. In case of conflict between the requirements
of a city, the County, and the requirements of the Contract Documents, the most restrictive requirements will govern.

3.12 ORDER OF WORK

3.12.1 Contractor must follow any sequence of operations required by the Contract Documents.

3.12.2 Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefore.

3.13 CLEANUP

3.13.1 Contractor must continuously keep the Project Site and surrounding areas free from waste materials and/or rubbish caused by its operations or rubbish from any source that accumulates within the Project Site and any other area designated by the Owner’s Project Manager for use by the Contractor.

3.13.2 When cleanup is paid for as a separate Bid item, full compensation for such work must be included in the Bid price for cleanup.

3.13.3 When the Bid price is a lump sum, or there is no unit price item for cleanup, full compensation for cleanup will be considered to have been included in the various items of Work.

3.13.4 Contractor must, before certifying that the entire Work of the Project is complete and/or requesting Completion inspection, clean material storage sites and all ground occupied or affected in connection with the Work or designated portion of the Work, and must leave all parts of the Project in a neat and presentable condition satisfactory to Owner’s Project Manager.

3.13.5 Upon completion of the Work or any designated part thereof, Contractor must promptly remove all its waste materials, rubbish and debris, and all its tools, construction equipment, machinery and surplus materials from the Project area or the completed part.

3.13.6 If the Contractor fails to clean up as required by the Contract Documents, Owner may do so and the cost thereof will be charged to the Contractor and deducted from progress payments due or to become due to the Contractor.

3.14 DISPOSAL OF MATERIAL OUTSIDE PROJECT AREA

3.14.1 Contractor is responsible for making all arrangements and paying all costs for disposal of materials outside the Project area.

3.14.2 When any material is to be disposed of outside the Project area, at other than a public disposal site, Contractor must first obtain written permission from the property owner of the proposed disposal site. Before any material is disposed of on said site, Contractor must obtain written permission from the Owner to dispose of the material at the location designated in said permit.

3.14.3 Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must submit copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities (“TSDF’s”) and certificates of disposal, to prove that Contractor has legally disposed of such materials. Submit three (3) copies of each manifest.

3.15 HAZARDOUS MATERIALS

3.15.1 Contractor must comply with all Federal, State, County and local laws, statutes, ordinances and other regulations covering the use, storage, transportation and disposal of
any Hazardous Materials on the Project. Contractor must obtain all permits and pay all
fees and taxes for all services and materials required to perform the Project.

3.15.2 The term “Hazardous Materials” as used herein means any material that, because of its
quantity, concentration, or physical or chemical characteristics, poses a significant present
or potential hazard to human health and safety or to the environment if released into the
workplace of the environment.

3.15.3 Prior to starting Work, Contractor must submit to Owner three (3) copies of a list of all
Hazardous Materials expected to be used on the Project. Contractor must keep a copy of
the list at the Project Site. This list must include but not be limited to any cleaners,
solvents, paints or explosive charges used in the Work. Contractor must submit one (1)
copy of OSHA Form 20 – Material Safety Data Sheet (“MSDS”) for each material listed
and must advise every person at or near the Project Site of these materials, of proper
handling, and of proper action in case of accident or exposure.

3.15.4 Contractor must safely contain and store all its Hazardous Materials, and in the event of
spill or discharge, must immediately notify all required Federal, State, County and local
agencies including the fire department. Contractor must protect personnel from exposure
and provide treatment as necessary.

3.15.5 Contractor must immediately advise Owner of any potentially Hazardous Materials
encountered at the Project Site and must take all necessary action to prevent exposure of
personnel until the material is identified and proper action can be taken.

3.15.6 Contractor must not store or use any Hazardous Materials near air intakes or doors and
windows serving persons on or off the Project Site without proper protection and
safeguards to prevent exposure.

3.15.7 Contractor must exercise all required precautions and safeguards in the storage, use and
Materials”, relieves Contractor of responsibility for compliance with all applicable laws and
statutes, or other provisions of the Contract, particularly Contractor’s responsibility for
damage and preservation of life and property.

3.16 SAFE USE OF PESTICIDES

3.16.1 Contractor must comply with all Federal, State and County rules and regulations
governing pesticides that are required or used in performing Work. Contractor must
comply with the County’s Integrated Pest Management Ordinance.

3.16.2 The term pesticide includes, but is not limited to: herbicides, insecticides, fungicides,
rodenticides, germsicides, nematocides, bactericides, inhibitors, fumigants, defoliants,
desiccants, soil sterilants, repellents, and any substance or mixture of substances
intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases,
rodents, or nematodes, and any substance or mixture of substances intended to use as a
plant regulator, defoliant, or desiccant.

3.16.3 Contractor must comply with Division B28 of the Santa Clara County Ordinance Code
relating to integrated pest management and pesticide use. Division B28 includes, but is
not limited to specific requirements for:
.1 restricted or prohibited use of certain pesticides
.2 record keeping
.3 reporting
.4 public notice and posting requirements

3.17 TRENCHING AND EXCAVATION
3.17.1 Contractor understands and will comply with the applicable provisions of the California Occupational Safety and Health Act of 1973 and the California Labor Code sections 6705 and 6707. If trenching or excavation work is required in a Job Order, Contractor must identify the Trench Safety Construction Task Catalog tasks in the Job Order Proposal.

3.17.2 Before any excavation, Contractor must, pursuant to California Government Code §4216 and Cal/OSHA 8CCR1540, outline the excavation in white paint (preferably chalk or water base), provide two workdays notice to Underground Service Alert (1-800-227-2600), obtain a locator number, and follow all necessary procedures to avoid underground facility damage.

3.17.3 Before any excavation five feet or more in depth:

.1 Contractors must, pursuant to California Labor Code §6705, submit to Owner specific plans showing details of provisions for worker protection from caving ground. This in no way relieves Contractor from the requirement of maintaining safety in all operations performed by Contractor or Subcontractors. Submit eight (8) copies of the plans.

.2 The detailed plans showing design of all shoring, bracing, sloping or other provisions shall be prepared at Contractor’s sole expense by a California registered Civil or Structural Engineer. Owner’s acceptance only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions, criteria, accuracy, completeness, suitability for use, implementation, or any other quality of the plans, which are solely the responsibility of Contractor and Contractor’s Engineer.

3.18 AIR POLLUTION CONTROL

3.18.1 Contractor and each Subcontractor must comply with all air pollution control rules, regulations, ordinances, statutes, and Project specific permit requirements of the Bay Area Air Pollution Control District and all other regulatory agencies that apply to any Work performed. If there is a conflict between the Bay Area Air Pollution Control District rules, regulations, ordinances, and statutes and the rules, regulations, ordinances, and statutes of other regulatory agencies, the most stringent shall govern.

3.18.2 Contractor must not discharge smoke, dust or any other air contaminants into the atmosphere in such quantity as will violate any regulations.

3.18.3 Contractor must minimize dust nuisances resulting from performance of the Work, both inside and outside the Project limits, by applying either water or dust palliative, or both.

3.19 WATER POLLUTION CONTROL

3.19.1 Contractor must comply with all Federal, State and local water pollution prevention and storm drain pollution prevention rules, regulations, ordinances, statutes, guidelines, and Project specific permit requirements.

3.19.2 If required by law, ordinance, regulation, code, permit or the requirements of the Contract Documents, Contractor must prepare a Project Specific Storm Water Pollution Prevention Program (SWPPP).

3.19.3 Contractor must exercise every reasonable precaution to protect storm drains, channels and all bodies of water from pollution, and must conduct and schedule operations so as to avoid or minimize muddying and silting of any waters. Contractor must construct whatever facilities are necessary or requested by Owner to provide prevention, control and abatement of water pollution.

3.19.4 No provision of the Contract Documents relieves Contractor of responsibility for compliance with California Fish and Game Code §5650 et seq, and §12015 et seq, and applicable regulations of the Regional Water Quality Control Board, Santa Clara County...
flood control and water district requirements, or other applicable statutes relating to prevention and removal of water pollution.

3.19.5 Compliance with water pollution requirements does not relieve Contractor from responsibility to comply with all provisions of the Contract Documents, particularly Contractor’s responsibilities for damage and preservation of property.

### 3.20 SOUND CONTROL

3.20.1 The Contractor must comply with all CAL OSHA requirements.

3.20.2 The Contractor must comply with all local sound control and noise level rules, regulations, and ordinances that apply to any Work performed pursuant to the requirements of the Contract Documents.

3.20.3 Each internal combustion engine, used for any purpose on the Project or related to the Project, must be equipped with a muffler of a type recommended by the Manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

3.20.4 Noise level from and hours of Contractor’s operations, that are located within city limits, must comply with city ordinances or requirements. Contractor’s operations in the County’s unincorporated areas or areas which border a city, town or other county must comply with the noise level requirements per the Santa Clara County Ordinance Code or requirements adopted by other jurisdictions, whichever are more stringent. Contractor’s attention is directed to the current Santa Clara County Ordinance Code, section B11-194 2.6 “Construction/Demolition” for the maximum acceptable noise levels.

3.20.5 Noise level requirements apply to all equipment used in the Project including, but not limited to, trucks, transit mixers, or equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of warning lights except those required by safety laws for the protection of personnel.

### 3.21 WORKER’S SANITARY PROVISIONS & USE OF OWNER’S FACILITIES

3.21.1 Contractor must conform to the rules and regulations for sanitary provisions established by the State, the County of Santa Clara, and any other applicable jurisdictions.

3.21.2 Contractor must provide and maintain toilets for use by its employees. These accommodations must be maintained in a neat and sanitary condition, and must comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.

3.21.3 Contractor’s personnel must not use Owner’s facilities without express written permission, which will be at Owner’s sole discretion. Such Owner’s facilities include but are not limited to toilet facilities, food service facilities (cafeteria and coffee shop), utilities services of any kind, carts, fire extinguishers, parking, storage space and any other facilities and services.

### 3.22 CUTTING AND PATCHING

3.22.1 Contractor is responsible for all cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.22.2 Contractor must not damage or endanger any portion of the Work, or the work of Owner or any separate contractors, by cutting, patching or otherwise altering any work.

3.22.3 Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor. Contractor must not unreasonably withhold from Owner or any separate contractor its consent to cutting or otherwise altering the Work.

3.22.4 Cutting and Patching by Others: The Contractor is responsible for any and all cutting, fitting and patching required to complete Contractor’s Work or join its Work with the work of others, except as otherwise specifically provided for in the Contract Documents.
3.23 TESTS AND INSPECTIONS

3.23.1 The Contractor must at all times permit Owner, its agents, officers, employees, Consultants and representatives to visit the Project Site and inspect the Work, including shops where Work is in preparation. This obligation includes maintaining proper facilities and safe access for such inspection. When the Contract Documents require a portion of the Work be tested, such portion of Work must not be covered up until inspected and accepted by Owner. The Contractor is solely responsible for notifying Owner where and when the Work will be ready for inspection and testing. Should any Work be covered without the required testing and acceptance, such Work must be uncovered and recovered at the Contractor’s expense.

3.23.2 If Owner determines that portions of the Work require additional testing, inspection or acceptance not included in the requirements of the Contract Documents, the Owner will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or acceptance by an entity acceptable to the Owner, and the Contractor must give 48 hours written notice to Owner of where and when tests and inspections will be conducted so that Owner may observe the procedures. Owner will bear the costs except as provided in Document 00700 - Sub-Part 3.23.3.

3.23.3 If procedures for additional testing, inspection or acceptance required by Document 00700 - Sub-Part 3.23.2 reveal failure of a portion(s) of the Work to comply with the requirements of the Contract Documents, the Contractor will bear all costs made necessary by such failure(s) including those of repeated procedures and compensation for Owner’s services and expenses.

3.23.4 Certificates of testing, inspection, acceptance, or approval will, unless otherwise required by the Contract Documents, be secured by the Contractor and submitted to the Owner within two (2) Days after completion of each test, inspection, acceptance or approval.

3.23.5 The Contractor will not be relieved of its obligations to perform the Work in accordance with the requirements of the Contract Documents by tests, inspections, acceptance or approvals required or performed by persons other than the Contractor.

3.23.6 The Contractor is responsible for inspections of portions of its Work and the work of others already completed to determine that such portions are in proper condition to receive subsequent Work.

.1 If the Contractor determines that Work performed on the Project does not comply with the requirements of the Contract Documents, Contractor must repair or replace such defective Work at the Contractor’s sole expense.

.2 If Contractor determines that completed work of others is not in proper condition to receive its Work, Contractor must immediately notify the Owner in writing and must not proceed with the affected portion of its Work without Direction from the Owner.

3.24 OFFICIAL PROGRESS SCHEDULE

3.24.1 The Contractor and Owner have reviewed the Progress Schedule with the requirements of the Contract Documents. The Owner’s review and acceptance of the Contractor’s Progress Schedule was for compliance with the requirements of the Contract Documents only. Review and acceptance by the Owner of the Contractor’s Progress Schedule(s) does not mean approval of the sequence or duration of the tasks shown, and does not relieve the Contractor of any of the Contractor’s responsibility for the accuracy or feasibility of the Official Progress Schedule, or of the Contractor’s obligation to meet the date of final Project Completion. The Owner’s review and acceptance of the Contractor’s Progress Schedule does not expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, cost, manpower or equipment loading indicated in the Official Progress Schedule.
3.25 CERTIFICATION BY CONTRACTOR OF RECYCLED CONTENT

3.25.1 The Contractor must certify in writing, under penalty of perjury, to Owner, the minimum, if not exact, percentage of recycled content, both post consumer material and secondary material, as defined in Public Contract Code §12169, and §12213, in materials, goods, or supplies offered or products used in the performance of the Contract, regardless of whether the product meets the required recycled percentage as defined in Public Contract Code §12161 and §12200. The Contractor may certify that the product contains zero recycled content.

3.25.2 The California Integrated Waste Management Board (CIWMB) requires all Cities and Counties to develop a Source Reduction and Recycling Program (SRRP) for all development projects such that solid waste intake to landfills is reduced. This project is included in the CIWMB/SRRP requirements; therefore, the Contractor is required to ensure that debris generated from demolition or construction activities is recycled or salvaged in accordance with all state and local CIWMB requirements.

3.26 SUBMITTALS

3.26.1 General

.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. Their purpose is to demonstrate those portions of the Work for which Submittals are required and the way the Contractor proposes to conform to the information provided and the design concept expressed in the Contract Documents.

.2 All Submittals are instruments of Contractor. By submitting Shop Drawings, Product Data, Samples and similar Submittals, Contractor represents that the Contractor has determined and verified materials, construction methods, field measurements and related field construction criteria, coordinated the Work of the Subcontractors, and has checked and coordinated the information contained within the Submittal with the requirements of the Contract Documents and other Submittals.

.3 Owner’s review of Submittals is for general compliance with the requirements of the Contract Documents. Contractor is solely responsible for all quantities, dimensions, weights, gauges, materials, Fabrication processes, construction methods, coordination with the Work of other trades, and construction safety precautions. Owner’s review does not relieve the Contractor of responsibility for errors and omissions in the Submittals or from responsibility for proper fitting and construction of the Work, nor from furnishing materials and Work required by Contract Documents that may not be indicated or shown on the Submittal(s).

.4 Owner’s review of Contractor’s Submittal(s) does not relieve Contractor of any responsibilities for the successful completion of the Work in conformity with the requirements of the Contract Documents. The Owner may reject any defective Work notwithstanding any review or previous acceptance of a Submittal associated with the Work.

.5 The Contractor is not relieved of the responsibility for any deviation from the requirements of the Contract Documents by Owner’s review of Submittals unless the Contractor has specifically informed Owner, in writing, of such deviation at the time of Submittal, and Owner has provided specific written consent to each specific deviation. Making notations on the Submittal of proposed deviation is not sufficient to satisfy this requirement. Each proposed deviation must be clearly noted on the Submittal and separately itemized and explained in writing in the transmittal accompanying the Submittal. For each Submittal, the Contractor must indicate that the Submittal contains “No Deviations” or itemize the proposed deviations on the transmittal accompanying the Submittal. This written list of deviations is in addition to any
indications or marks on the Shop Drawings, Product Data, Coordination Drawings, Samples, or other Submittals indicating the proposed deviations.

.6 No Work requiring Submittals shall be performed until Owner has accepted the pertinent Submittals. Where a Submittal is required, any related Work performed before the Owner’s review and acceptance of the Submittal will be at Contractor’s sole risk, expense and responsibility.

.7 All required Preconstruction Submittals must be submitted within the time stated in the Job Order or if no time is stated, within five (5) business days of the start date for the Work as stated in the Notice to Proceed. General acceptance of submittals by the Owner does not constitute specific Approval by the Owner’s Project Manager for deviation from date for Preconstruction Submittals. Contractor must make a specific request in writing for each proposed deviation and the Owner’s Project Manager must grant specific written Approval for each proposed deviation to the cut-off date.

.8 When certification of materials, systems or equipment is required by the Contract Documents, Design Professional and Owner are entitled to rely upon the accuracy and completeness of such certifications and the calculations and other professional analysis supporting the certifications.

.9 When descriptive catalog designations, including Manufacturer’s name, product brand name, or model number(s) are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at date of first Notice to Bidders.

.10 Contractor must allow sufficient time for reviews, revisions and resubmittals to avoid delays in the Work. No extension of the Job Order Completion Time will be authorized because of failure to transmit Complete Submittals enough in advance of the Work to permit processing within the timeframes allowed by Contract. Contractor is responsible for all costs of delays caused by Submittals that are tardy or are not Complete Submittals.

.11 Submittals not required by the Contract Documents will not be reviewed and will “Returned Without Action” or may be discarded.

.12 If a returned Submittal is required to be resubmitted more than once due to Contractor’s failure to comply the Submittal requirements, Contractor may be charged all costs associated with re-review of the Submittal. The charges may be deducted from progress payments due or to become due to the Contractor.

.13 Do not highlight pertinent Submittal information with markings that turn opaque when copied. Improperly highlighted Submittals may be returned to Contractor “Returned Without Action.”

3.26.2 Contractor’s Responsibilities

.1 Contractor must, at its own expense, provide for Owner’s review all Submittals required by the Contract Documents.

.2 If a Submittal deadline submission date is not stated in the Contract Documents for a specific Submittal or group of Submittals, make the Submittal or group of Submittals far enough in advance to avoid any Critical Path delay to the Official Progress Schedule.

.3 Before submission, Contractor must:

.a Determine and verify all field dimensions and conditions

.b Verify and correlate all dimensions in the Contract Documents with field dimensions and conditions
c. Verify materials, catalog numbers and similar data.

d. Coordinate Contractor’s Work with that of Subcontractors

e. Coordinate the Work of the Subcontractors Work with that of each other.

f. Review and coordinate all Subcontractors’ Submittals with the requirements of the Contract Documents

g. Review and coordinate all Submittals with Submittals previously accepted by the Owner

h. Coordinate as required with all public agencies involved.

i. Secure necessary approvals from public agencies and others and signify by stamp or other means that they have been secured.

j. Verify the feasibility of the construction methods

k. Coordinated the Submittal with Construction safety precautions

l. Review and coordinate all Contractor’s Submittals with the requirements of the Contract Documents

.4 Submittals must be provided to the Owner as Complete Submittal(s) for each Definable Feature of Work and must not be Submitted piecemeal. Owner has the right to withhold action on partial Submittals until the missing Submittal items are received, or return the partial Submittal to the Contractor “Returned Without Action.” At Owner’s sole discretion, the Owner may agree to review a Contractor’s partial Submittal. If the Owner agrees to review a Contractor’s partial Submittal, and the submittal is marked “No Exceptions Taken,” or “Make Corrections Noted” the Owner’s acceptance of the partial Submittal subject to its compatibility with future Submissions and additional partial Submissions for portions of the Work not covered in the reviewed partial Submission and does not constitute acceptance of the deletion of specified or required items not shown in the partial Submission.

.5 Coordinate submission of Submittals for related parts of the Work so the Submittals may be reviewed concurrently. Owner has the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

.6 Prior to Submission to the Owner, Contractor must certify all Submittals for compliance with the requirements of the Contract Documents. The Owner and Owner’s Consultants are entitled to rely upon the Contractor’s certification and the accuracy and completeness of the Contractor’s efforts supporting such certification.

.7 Contractor must resubmit Submittals as required until Owner’s acceptance is obtained.

.8 Contractor must make any required corrections and resubmit corrected Submittals until achieving acceptance.

.9 Unless otherwise specifically stated in the Contract Documents, Contractor must resubmit Submittals requiring resubmission within twenty-one (21) Days of return of Submittal by Owner.

.10 On resubmittals, clearly indicate all revisions, changes, and deviations from the original Submittal. This includes directing specific attention, in writing, to revisions other than those requested by the Owner on previous Submittals.

.11 Contractor must include answers to any questions or clarifications required by Subcontractors and/or Suppliers.

3.26.3 Submittal Copies
.1 Generally, the number of required copies of Submittals is established or summarized in the Job Order's Request for Proposal and Final Scope of Work.

3.26.4 Minimum Submittal Review Times

.1 Time for review shall commence on Owner's receipt of a Complete Submittal.

.2 Time for review shall end on Owner's return of Submittal.

.3 Unless otherwise specifically provided for in the Job Order Schedule, allow at least fourteen (14) Days for Owner's review and return following Owner receipt of a Complete Submittal.

.4 Allow additional time if processing must be delayed to permit coordination with subsequent Submittals. Owner will advise Contractor when a Submittal being processed must be delayed for coordination.

.5 Allow at least fourteen (14) Days for Owner's review and response to resubmittals.

3.26.5 Action & Distribution

.1 When “No Exceptions Taken” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents.

.2 When “Make Corrections Noted” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents and the corrections noted. The above two categories are considered as accepted Submittals. When other notations are indicated, Contractor is advised that no Work shall be Fabricated, Manufactured, or constructed, and Contractor must make a revised submission.

.4 Contractor must promptly distribute copies of the accepted Submittals to its Subcontractors, Suppliers, vendors, Fabricators and/or Manufacturers as applicable.

.5 Submittals received from sources other than through Contractor’s office will be “Returned Without Action” or may be discarded.

.6 Submittals that are not required by the Contract Documents may be returned to the Contractor “Returned Without Action” or may be discarded.

.7 Informational Submittals, on which Owner is not required to take action, will not be returned to the Contractor.

3.26.6 Use for Construction

.1 Use only final Submittals with mark(s) indicating acceptance by Owner or Designer of Record.

.2 No portion of Work requiring Submittals shall be commenced until Owner or Designer of Record, on the Owner's behalf, has accepted the Submittal.

.3 Contractor must Fabricate, construct and furnish all Work in accordance with the accepted Submittals.

.4 Contractor must immediately upon receipt from Owner, distribute Owner accepted Submittals to all parties concerned.

.5 Contractor must keep at least one (1) copy of each accepted Submittal at the job site.

3.27 SHOP DRAWINGS

3.27.1 Contractor must furnish Shop Drawings for temporary work and methods of construction such as formwork, falsework, and for other temporary work and methods of construction Contractor proposes to use.
3.27.2 Contractor must Furnish scaled drawings showing how the Work of all trades (HVAC, plumbing, fire protection, electrical, etc.) will coordinate to form a complete Installation, and where Work affects existing buildings or parts thereof, and/or existing utilities.

3.27.3 Present Shop Drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, and room numbers shown on Drawings.

3.28 RESERVED

3.29 SAMPLES

3.29.1 Contractor must submit without charge such Samples as may be required by the Contract Documents.

3.29.2 Unless a greater quantity is required else ware in the Contract Documents, three (3) of each required Sample must be Submitted.

3.29.3 Tags or labels shall be securely affixed to samples and contain as a minimum, the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name, trade name, lot style, color, model, etc., locations of use, and Contract Document reference.

3.29.4 Owner will retain one of each Sample.

3.29.5 Contractor must not use any materials or equipment for which Samples are required to be submitted until Owner has performed such Submittal review, save only at Contractor's risk and expense.

3.29.6 Owner's review of any Sample is only for the characteristics thereof or for the uses named in such review and no other. Owner's acceptance of any Sample is not a modification or change of any requirements of the Contract Documents. Upon Owner's acceptance of any Sample or material, no additional Sample of that material will be considered and no change in brand or make is permitted.

3.29.7 Where variation in color, pattern, texture or other characteristic is inherent in the material or product to be Provided, the Contractor must Submit at least 3 multiple units that show approximate limits of the variations. Installed items or materials exceeding the variation of the accepted samples are considered defective Work.

3.30 SUBSTITUTIONS

3.30.1 Whenever in the Contract Documents any material, product, thing, or service is indicated or specified by grade, patent, brand, trade or proprietary name, or by Manufacturer, such specifications shall be deemed to be followed by the term “Or Equal” unless the Contract Documents provide that use of the item specified is necessary in the public interest or to match other such items in use or to be used.

3.30.2 Reserved

3.30.3 If the material, product, thing, or service offered by Contractor is not, in the opinion of the Owner’s Authorized Representative, substantially equal or better than that specified, then Contractor must furnish that material, product, thing, or service specified or one that in the opinion of the Owner’s Authorized Representative is substantially equal or better in every respect.

3.30.4 The burden of proof as to the equality of any material, product, thing, or service Contractor proposes for Product Substitution is the responsibility of the Contractor.

3.30.5 The opinion of the Owner's Authorized Representative of the substantial equality or superiority of any material, product, thing, or service proposed for substitution will be based on but not be limited to consideration of such factors as: physical characteristics of...
weight, gauge, composition, hardness, toughness, ductility, durability, brittleness, etc., as compared to the specified item, or as delineated in the Contract Documents; dimensional compatibility with the materials it combines with to produce a unified design system; compatibility with products in use by Owner elsewhere; all aspects of finished appearance including form, texture and color, that may affect other design elements; performance, functionality, and ease and economy of maintenance and operation. Owner’s Authorized Representative will review and respond in writing to substitution submittals within fourteen (14) Days after receipt of all information Owner requires to make a final determination.

3.30.6 Owner will consider Job Order Proposals for substitution of materials, Products, things, or services only when such Job Order proposals are accompanied by full and complete technical data, and all other information requested by the Owner is submitted, in order to evaluate the proposed Product Substitution. Owner may require substantiating documents to prove quality, delivery time, and cost. Burden of proof as to comparative quality, suitability, and performance of offered materials, Products, things, or services is the responsibility of the Contractor. Owner’s Authorized Representative will be the sole judge as to such matters. In the event Owner’s Authorized Representative rejects the use of such Alternative(s) submitted, then one of the particular materials, Named Products, things, or services originally specified in the Contract Documents must be Provided.

3.30.7 Contractor is responsible for all design and engineering costs, Submittal and resubmittal costs, and costs of associated changes, for the review and acceptance of all proposed and accepted Product Substitutions. Costs incurred by Owner for additional Design Professional and/or CM services to process, design, engineer or adapt Product Substitutions may be deducted from payments to Contractor.

3.30.8 Installation of Substitutions

.1 Contractor must replace any substitution(s) installed without Owner’s consent with the specified item(s) at Contractor’s expense.

.2 Contractor must not proceed with any Product Substitution or change until Owner’s Authorized Representative has completed all reviews, made recommendations and granted consent.

.3 If Owner’s Authorized Representative accepts a Product Substitution, Contractor must make all changes in the Work including changes to Contract and Record Documents at no additional cost to Owner.

.4 If an accepted Product Substitution is more expensive than the specified material, process, or article Contractor must bear all additional costs of such material, process, or article so Provided.

.5 If mechanical, electrical, structural, or other changes are required for the Installation or fit of Alternative materials, articles, or equipment, or because of deviations from Contract Drawings and Specifications, such changes must not be made without written consent of the Owner's Authorized Representative, and must be made without additional cost to Owner.

3.31 COMPLIANCE WITH LAWS AND REGULATIONS

3.31.1 Contractor must keep informed of governmental regulations that may affect the Work. Contractor must observe and comply with, and must cause all agents, employees, Subcontractors and Suppliers to observe and comply with said regulations. Contractor shall hold harmless and indemnify Owner and all its officers, employees and consultants against any liability or claim arising from or based upon the violation of any such regulations by Contractor, its agents, employees, representatives or Subcontractors and Suppliers.
3.31.2 This Contract is a Type I Contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, the Contractor must comply with all of the following:

.1 Contractor must, during the term of this Contract, comply with all applicable federal, state and local rules, regulations, and laws.

.2 Contractors must maintain financial records adequate to show that County funds paid pursuant to the Contract were used for purposes consistent with the terms of the Contract. These records must be maintained during the term of this Contract and for a period of three (3) years from the termination of this Contract or until all Claims, if any, have been resolved, whichever period is longer, or longer if otherwise required pursuant to other provisions of this Contract.

3.31.3 The failure of the Contractor to comply with Document 00700 - Sub-Part 3.31.2 or any portion thereof may be considered a material breach of this Contract and may, at the option of the Owner, constitute a basis for the termination of the Contract. The Contractor will be furnished reasonable notice of any intended termination based on noncompliance with Document 00700 - Sub-Part 3.31.2, in accordance with Article 2.

3.32 TAXES, UTILITIES, PERMITS, AND FEES

3.32.1 Taxes: Contractor must pay any or all taxes imposed by Federal, State, or local governments, that were legally enacted as of the Bid date or subsequently enacted during the Contract Time, including but not limited to Federal excise tax and all State and local sales and use taxes. Owner will not furnish any tax exemption certificate or any document designed to exempt Contractor from payment of any tax on labor, services, materials, transportation, or any other items provided by Contractor pursuant to the Contract Documents.

3.32.2 Utilities: Unless otherwise stated in the Job Order, Contractor must arrange and pay for utility companies to provide and install permanent utility services and metering devices. Contractor must also pay for all utility usage charges until Owner’s Authorized Representative recommends final Acceptance of the Work to the Board of Supervisors.

3.32.3 Permits & Fees: Contractor must obtain and pay for all building permits, encroachment permits, and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, unless otherwise provided in the Job Order.

.1 Contractors must give all necessary notices and comply with all laws, ordinances, rules, regulations and lawful Orders relating to the Work, and to the preservation of the public health and safety, unless otherwise Directed by Owner’s Project Manager.

.2 If Contractor performs any work contrary to such laws, ordinances, Orders, rules and regulations, Contractor shall bear all costs attributable thereto.

.3 Contractors will not be charged for any permit required by County ordinances and issued by the County of Santa Clara.

.4 Contractors will be reimbursed for the direct cost of any required permits through a Non-Prepriced item with no mark-up.

3.32.4 Royalties & License Fees: Contractor must pay all royalties and license fees, and must defend all suits or claims for infringement of any patent rights and save Owner and its Consultants on this Project harmless from loss on account thereof.

3.33 EQUAL OPPORTUNITY REQUIREMENTS

3.33.1 The County of Santa Clara is an equal opportunity employer. Contractor must comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s equal opportunity requirements. Such laws include but are not limited to the
following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§503 and 504); California Fair Employment and Housing Act (Government Code §12900 et seq.); California Labor Code §1101 and §1102. Contractor must not discriminate against any Subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay or other forms of compensation.

3.34 PATENTS

3.34.1 Contractor must assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and must indemnify and hold harmless Owner and Owner’s authorized representatives and Consultants, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

3.35 NON-WAIVER

3.35.1 Neither Acceptance of, nor payment for the Work or any part thereof, nor any extension of the Contract Time, nor any possession or use by Owner, will operate as a waiver of any of the provisions of the Contract, nor will a waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

3.35.2 Conformance with any provisions in one part of the Contract Documents will not relieve Contractor from its responsibilities as set forth elsewhere in the Contract Documents.

3.36 UNFAIR BUSINESS PRACTICES CLAIMS

3.36.1 The Contractor’s attention is directed to the following provisions of the Public Contract Code §7103.5 and Government Code §4550 through §4554, which are applicable to the Contractor and its Subcontractors: 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 awarding body all rights, title, and interest in and to all causes of action it may have pursuant to Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or pursuant to the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Payment to the contractor, without further acknowledgment by the parties.

3.37 STANDARDS FOR WORK & MATERIALS

3.37.1 **Work**: The Work must comply with all governing codes, including standards referred to by such codes and the Contract Documents, except said requirements are considered as minimum. When the Contract Documents call for materials of higher quality or performance, or larger sizes or capacity than required by said codes or standards, the requirements of the Contract Documents take precedence. This requirement does not operate to allow deviations from minimum code requirements.

3.37.2 **Material**: Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof.

3.37.3 **References**: Standards referred to, except as modified in the Contract Documents, have full force and effect as though printed in the Contract Documents. Standards are not repeated, because Contractor and its Subcontractor and Suppliers are expected to be familiar with requirements governing or applicable to their work.
3.37.4 Intent: The Work of this Contract includes the furnishing of all labor, materials, equipment, tools, supervision, services and all other items needed to complete all the Work in accordance with the requirements of the Contract Documents. The Work encompasses all materials, labor, etc., not specifically mentioned in nor depicted by the Contract Documents, but that can reasonably be inferred as being necessary for complete performance of the Work.

3.38 CONFORMITY WITH CONTRACT DOCUMENTS & ALLOWABLE DEVIATIONS

3.38.1 The Contract Documents show such information as reasonably needed to convey a comprehensive idea of the Work contemplated. All authorized alterations affecting the requirements and information in the Contract Documents must be in writing.

3.38.2 Work and materials must conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Drawings or indicated in the Project Manual. Although measurement, sampling, and testing may be considered evidence as to such conformity, Owner’s Authorized Representative is the sole judge as to whether the Work or materials deviate from the requirements of the Contract Documents, and the decision of the Owner’s Authorized Representative as to any allowable deviation therefrom is final.

3.38.3 Contractor must follow any required sequence of operations set forth in the Contract Documents.

3.39 CONTROL OF MATERIALS

3.39.1 General Requirements

.1 Contractor must not purchase any materials, supplies, or equipment for the Work subject to any security interest or subject to a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or the Supplier.

.2 Contractor warrants free and clear title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon Completion of the Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claims, liens or charges of any kind. Contractor nor any person, firm, or corporation furnishing materials, labor or services for any Work has the right to place a lien upon the premises or any improvement or appurtenances therein.

.3 Nothing contained herein shall defeat or impair the right of persons furnishing materials, labor or services covered by any bond provided by Contractor for their protection, or any rights pursuant to any law permitting such persons to look to funds due Contractor held by Owner.

.4 *The provisions of this Document 00700.3.39.1, “General Requirements”, must be inserted in all Subcontracts and material contracts* and notice of its provisions must be provided to all persons furnishing material for the Work when no formal contract is entered into for such material.

3.39.2 Source of Supply & Quality of Materials

.1 Contractor must furnish all materials required to complete the Work, except materials that are designated in the Contract Documents to be furnished by Owner, or furnished by Owner in the performance of extra Work.

.2 Contractor must incorporate in the Work only materials conforming to the requirements of the Contract Documents.

.3 All materials Provided must be new, except as may be specifically provided in the Contract Documents.
.4 Inspections and tests may be made by Owner or its designated representatives, but such inspections and tests shall not be considered as a guaranty of acceptance of such material nor of continued acceptance of material offered as similar to that which may have been inspected or tested.

.5 All Owner performed inspections and tests are for Owner's benefit and are not a substitute for Contractor's own quality control program.

3.39.3 Owner Furnished Items

.1 Owner Furnished Items will be available at the dates and at the locations designated in the Job Order.

.2 Contractor is responsible for all items furnished by Owner in Contractor's custody. Once Owner Furnished Items are furnished to Contractor, loss or damage from any cause whatsoever must be remedied by Contractor who will be liable for the cost of replacing Owner Furnished Items and such costs may be deducted from any monies due or to become due to Contractor.

3.39.4 Foreign Materials & Assemblies

.1 Contractor must deliver materials or assemblies which are Manufactured or Fabricated outside of the United States ("Foreign Materials & Assemblies") to a location in Santa Clara County unless otherwise Directed in the Contract Documents, where they must be retained for sufficient time to permit inspection, sampling, and testing.

.2 Contractor, at no cost to Owner, must supply all facilities and arrange for all testing required by Owner. All testing by Contractor is subject to witnessing by Owner.

.3 Contractor must furnish Owner a Certificate of Compliance from the Manufacturer or fabricator of any Foreign Materials or Assemblies in accordance with Document 00700.3.39.7, "Certificate of Compliance." In addition, Contractor must furnish certified mill test reports clearly identifiable to the lot of material where required in the Project Manual or otherwise requested by Owner.

.4 Use of steel Manufactured outside the United States is restricted to steel which can be positively identified as having been rolled at the heat for which certified mill tests can be produced.

.5 Where Manufactured materials requiring mill test reports or Fabricated assemblies involving the welding of steel for structural steel members or the casting and prestressing of precast prestressed concrete members are to be performed outside the United States, such Manufactured materials or Fabricated structural members shall be provided only from those foreign Manufacturers and Fabricators who have previously established, to Owner's satisfaction, that they have the experience, knowledge, trained personnel, quality controls, equipment, and other facilities required to produce the quality and quantity of Work required.

.6 At Owner's option, prequalification of the plant and Manufacturer or Fabricator will be established either by the submission of detailed written proof thereof or through in-plant inspection by representatives of the Owner, or both.

.7 Contractor must make written application to Owner for approval for foreign Fabrication at the earliest possible time but in no case later than with the Contractor's Job Order Proposal. The application must list the specific units or portion of Work that will be Fabricated outside of the United States.

.8 Reserved

.9 All documents pertaining to the Contract, including but not limited to, correspondence, Bid Documents, Shop Drawings, Product Data, Record Documents, Requests for
Information, and all other Submittals and data must be written in the English language and all numerical data must use the foot-pound-second system of measurement.

.10 Attention is directed to Document 00700.7.3, “Liquidated Damages.” Contractor is not entitled to an extension of Job Order Completion Time for acts or events occurring outside of the United States, and it is Contractor's responsibility to deliver Foreign Materials & Assemblies into the continental United States in sufficient time to permit timely receipt at the Project Site.

3.39.5 Defective Materials

.1 All materials that Owner has determined do not conform to the requirements of the Contract Documents will be rejected whether in place or not. Contractor must remove all rejected materials immediately from the Project Site, unless otherwise permitted by Owner's Project Manager. No rejected material, or repaired defective material, shall be used in the Work, without Owner's written acceptance.

.2 Upon Contractor's failure to comply promptly with any Order of Owner made pursuant to the provisions in this Document 00700.3.39.5, “Defective Materials”, Owner has the right and authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies due or to become due to Contractor.

3.39.6 Inspection at Source of Supply

.1 Owner may inspect the production of any material, or the Manufacture of any product at the source of supply. Such inspection, however, will not be undertaken until Owner is assured of the cooperation and assistance of both Contractor and producer. Owner or its authorized representatives shall have free entry at all times to the parts of the plant Manufacturing or producing such materials. Adequate facilities must be provided free of charge to make the necessary inspections. Owner assumes no obligation to inspect materials at source of supply.

3.39.7 Certificate of Compliance

.1 Owner may permit the use of certain materials or assemblies before sampling and testing if accompanied by a Certificate of Compliance stating that the materials comply in all respects with the requirements of the Contract Documents. The Manufacturer of the material or assembly must sign the Certificate of Compliance. A Certificate of Compliance must be submitted with each lot of material delivered to the Project and the lot so certified must be clearly identified in the Certificate of Compliance.

.2 Owner may sample and test all materials used pursuant to a Certificate of Compliance at any time. The fact that material is used pursuant to a Certificate of Compliance does not relieve Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents; and any such material not conforming to such requirements will be subject to rejection whether in place or not.

.3 Owner reserves the unrestricted right to refuse to permit the use of material pursuant to a Certificate of Compliance.

.4 Owner will set the form of the Certificate of Compliance and its disposition.

3.39.8 Testing

.1 Contractor must furnish without cost to Owner, adequate samples of all materials necessary for testing.

.2 Tests must be by a Laboratory accepted by Owner and paid for by Contractor.

.3 Contractor must pay all costs of all tests.

.4 If a test fails, Contractor must pay for subsequent tests until passage.
.5 The Laboratory must submit certified copies of all test reports directly to Owner and Contractor by 10 a.m. of the second workday after performing each test.

3.39.9 Property Rights in Materials

.1 Nothing in the Contract Documents shall be construed as vesting in Contractor any right of property ownership in the materials used in the Work after they have been attached or affixed to the Work or the soil, or after payment has been made for ninety percent (90%) of the value of materials delivered to the site of the Work, or stored subject to or within the control of Owner. All such materials become the property of Owner upon being so attached or affixed or upon payment of ninety percent (90%) of the value of material delivered to the Work site or stored subject to or within the Owner's control.

END ARTICLE 3
ARTICLE 4 — SUBCONTRACTORS

4.1 SUBLETTING AND SUBCONTRACTING

The Contractor must designate Subcontractors and the Subcontractor Value with each Job Order Proposal. The Contractor is required to post all Job Order Detailed Scopes of Work and associated subcontractor trade lists to the eGordian ‘Tools for Contractors and Subcontractors’ website within three working days of receiving a Request for Job Order Proposal and Detailed Scope of Work from the Owner.

4.1.1 The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code §4100 for Subcontractors listed as part of each Job Order Proposal. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action pursuant to the Subletting and Subcontracting Fair Practices Act.

4.1.2 The Contractor is responsible for all Work performed pursuant to the requirements of the Contract Documents, including Work Subcontracted to others. All persons engaged in the Work of the Project are the responsibility of and subject to the control of the Contractor.

4.1.3 No Subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of Contractor who is responsible for their work, which is subject to all the provisions of the Contract Documents.

4.1.4 When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to Owner, the Contractor must remove such Subcontractor immediately upon written notice from Owner, and the Subcontractor must not again be employed on the Project.

4.1.5 Although the Project Manual is divided into Documents, Articles, Parts, Sub-Parts and Divisions, Sections, and Paragraphs it is not intended to provide a basis for the Bidding, assignment, or performance of the Work. Contractor is fully responsible for assigning the Work to the various Subcontractors, Suppliers and vendors that will be bidding or performing the Work. The Owner will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

4.2 SUBCONTRACTUAL RELATIONS

4.2.1 By an appropriate agreement, Contractor shall require each Subcontractor and Supplier, to the extent of that Subcontractor’s or Supplier’s Work, to be bound to Contractor by the terms of the Contract, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward Owner.

4.2.2 Said subcontracts and agreements must preserve and protect Owner’s rights pursuant to the Contract with respect to the Subcontractor’s or Suppliers Work so the subcontracting thereof will not prejudice such rights. Contractor must require each Subcontractor to enter into similar agreements with its Sub-subcontractors.

4.2.3 Contractor must make available to each proposed Subcontractor and Supplier, prior to execution of the subcontract or agreement, copies of the Contract Documents to which the Subcontractor or Supplier will be bound and, upon written request of the Subcontractor or Supplier, identify to the Subcontractor or Supplier any terms and conditions of the proposed subcontract or agreement that may be at variance with the Contract. Each Subcontractor must similarly make copies of all such Documents available to its proposed Sub-subcontractors.

4.3 CONTROL OF SUBCONTRACTORS

4.3.1 Contractor must:
.1 Schedule and coordinate the Work of all Subcontractors;

.2 Instruct all Subcontractors to consult with other Subcontractors to ascertain the locations of their various materials and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;

.3 Instruct all Subcontractors to schedule their Work and cooperate with the other Subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the Official Progress Schedule, and make Installations when and where directed.

.4 Make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other Subcontractors, and their Installed Work is later found to interfere with Work of other Subcontractors.

.5 Follow up to ensure that all Subcontractors Install their Work when and where directed.

END ARTICLE 4
ARTICLE 5 — CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS

5.1.1 Owner has the right to perform work at any time related to the Project with its own forces and/or to Award separate contracts in connection with other portions of the Project or other work on the site pursuant to these or similar conditions of this Contract.

5.1.2 When separate contracts are Awarded for different portions of the project or other work on the site, the term contractor in the Contract Documents in each case means the contractor who executes each separate Owner/Contractor Agreement.

5.2 COOPERATION WITH OWNER’S FORCES AND OTHER CONTRACTORS EMPLOYED BY OWNER

5.2.1 Unless otherwise indicated in the Contract Documents, Owner will provide for the coordination of the work of Owner’s own forces and of each separate contractor with the Work of the Contractor, who must cooperate therewith as provided herein.

5.2.2 When Contractor and one or more other contractors are employed by Owner on related or adjacent work, Contractor must not cause any unnecessary delay or hindrance to the other contractors.

5.2.3 If the performance of the Work of this Contract is likely to be interfered with by the simultaneous performance of the work of some other separate contract or contracts, the Owner will decide which contractors or Contractor may proceed.

5.3 MUTUAL RESPONSIBILITY

5.3.1 The Contractor must cooperate fully with Owner and all separate contractors including utility companies with regard to the execution of their Work as follows:

.1 The Contractor must cooperate fully with Owner and all separate contractors with regard to introduction and storage of their materials and equipment.

.2 The Contractor must coordinate with Owner, all separate contractors, and all utility companies with regard to construction scheduling, sequence of operations and site access, all subject to approval of the Owner. Contractor must include activities in Contractor’s Progress Schedule for all on-site activities performed by utility companies.

.3 The Contractor must coordinate and accommodate the concurrent installation of inserts, hangers, blocking, and all other items or embeds to be installed by others within or upon the Contractor’s Work. The Contractor must coordinate and schedule the concurrent installation of these items in such a manner to cause no Critical Path delay to its Work or the work of others.

.4 The Contractor must include interface flags in its Progress Schedule, monitor the schedule and progress of each other contractor whose work affects its Work, and is responsible for giving timely written notice to Owner of potential problems or interface issues.

.5 The Contractor must properly connect the Work to the work of Owner or the separate contractors.

.6 The Contractor must inspect the work of Owner or other contractors affecting the Work and promptly report to the Owner in writing irregularities or defects in the separate work that render it unsuitable for reception or connection of the Work.

.7 Failure of the Contractor to inspect and report constitutes acceptance of the other work as fit and proper to receive the Work, except as to defects that may develop in the other work after execution of the Contractor’s Work.
5.4 DISPUTES BETWEEN SEPARATE CONTRACTORS

5.4.1 Contractor is responsible to the other contractors for all damage to the other contractors’ work, persons, or property caused by Contractor’s operations, and for any loss suffered by such other contractors caused by Contractor’s own unnecessary delays or failure to finish Work within the Job Order Completion Time(s) specified. Contractor must indemnify and hold harmless Owner for any damages and losses caused by Contractor in connection with this Document 00700.5, “Construction by Owner or by Separate Contractors.”

5.4.2 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor must, upon due notice, resolve the claim directly with such other contractor. If such separate contractor initiates legal action or alternative dispute resolution (ADR) process, Owner will notify the Contractor who must defend Owner in such proceedings at the Contractor’s sole expense.

5.4.3 If a monetary obligation results from any lawsuit or ADR proceeding against the Owner, the Contractor is solely responsible for satisfying such obligation. In addition, the Contractor must pay Owner for all attorneys’ fees, and court costs as well as administrative, professional, consultant, inspection, testing and other consulting as service costs that Owner has incurred.

5.4.4 The Contractor must promptly remedy damage wrongfully caused by the Contractor to any completed or partially completed construction or to any property of Owner or separate contractors.

5.5 OWNER’S RIGHT TO CLEAN UP

5.5.1 If a disagreement or Dispute arises among the Contractor, separate contractors and/or Owner as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials and rubbish, Owner may clean up or cause to be cleaned up the waste, materials, and rubbish and allocate the costs among those responsible, and deduct each contractor’s share from progress payments due or to become due to each Contractor.

END ARTICLE 5
ARTICLE 6 — CHANGES IN THE WORK

6.1 GENERAL

6.1.1 Owner may at any time, without notice to the Sureties, by written Order, make changes in the Work within the general scope of the Job Order, including but not limited to additions, deletions or other revisions, and in the method and manner of performing the Work. Such changes will be Ordered in either of two ways, by:

.1 Field Modification, which is a written instruction, clarification or additional information communicated by Owner to Contractor Directing or Authorizing a minor adjustment in the Work or the requirements of the Contract Documents that does not change the Job Order Price or Job Order Completion Time; or by

.2 Supplemental Job Order, which is a written amendment to the Job Order, changing the Work, and/or the Contract Documents, and/or the Job Order Price, and/or the Job Order Completion Time, Approved by the Owner’s Authorized Representative.

6.1.2 The procedures for the issuance of such a Supplemental Job Order are the same as the procedures for the issuance of the original Job Order detailed in Supplementary General Conditions section 2.2. Any additions or deletions are therefore calculated by using the appropriate item in the Construction Task Catalog, times the quantity to be adjusted, times the appropriate Adjustment Factor. Time will be adjusted as appropriate for the Detailed Scope of Work.

6.1.3 Adjustment of Job Order Completion Time: There will be no adjustment of the Job Order Completion Time for changes that do not impact the Critical Path of the Official Progress Schedule. Contractor must document for the Owner how the change affected the Critical Path of the Official Progress Schedule and how the change increased (or decreased) the Job Order Completion Time to complete the Work.

6.1.4 Equipment on the Work

.1 The rental time to be paid for equipment already on the Project Site will be the time the equipment is in operation on the Work being performed, and in addition, will include the time required to move the equipment to the location of the Work and return it to the original location, except that moving time will not be paid for if the equipment is used at the Project Site for activities besides the Supplemental Job Order Work.

6.2 RESERVED

6.3 DELETED WORK

6.3.1 When Work is deleted, the Owner is entitled to a credit for the deleted Work.

6.3.2 The adjustment to the Job Order Price for deleted Work will be reflected in the Supplemental Job Order.

6.3.3 If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by Owner, and if orders for such material cannot be canceled, such material will be paid for by Owner at Contractor’s actual cost. In such case, the material paid for will become Owner’s property and Owner will pay the actual cost of any further handling. If the material is returnable to the vendor and if Owner so Directs, Contractor must return the material and Owner will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges.

6.3.4 The actual costs or charges to be paid by Owner to Contractor for deleted Work will be computed in the same manner as the original Job Order with negative quantities.

6.4 DIFFERING SITE CONDITIONS
6.4.1 Contractor must immediately, and in any event no later than twenty-four (24) hours after discovery, and before such conditions are disturbed, notify Owner in writing of:

.1 Subsurface or latent physical conditions at the Project Site which Contractor asserts differ materially from those indicated in the Contract Documents; or

.2 Unknown physical conditions at the Project Site, of an unusual nature, which Contractor asserts differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

6.4.2 Owner will promptly investigate the conditions. If Owner finds that such conditions do materially differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performance of any part of the Work pursuant to this Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made by the issuance of a Supplemental Job Order.

6.4.3 Contractor has no right to an adjustment in Job Order Price or the Job Order Completion Time pursuant to this Document 00700.6.4, “Differing Site Conditions”, unless Contractor submitted the notice required in Document 00700 - Sub-Part 6.4.1, except that Owner may extend the notification time upon Contractor’s written request in order to obtain additional relevant information.

6.4.4 Contractor has no right to an adjustment in Job Order Completion Time or Job Order Price after accepting Final Payment pursuant to this Contract.

6.5 RESERVED

6.6 CONTRACTOR’S ACCEPTANCE OF JOB ORDERS

6.6.1 Contractor’s written acceptance of a Job Order or Supplemental Job Order constitutes final and binding agreement to the provisions thereof and a waiver of all Claims in connection therewith, whether direct, indirect or consequential. A general statement that the Contractor reserves their right to Claim additional time and/or money at a future date for Work associated with the Job Order is not permitted.

6.7 RESERVED

6.8 RESERVED

END ARTICLE 6
ARTICLE 7 — TIME

7.1 JOB ORDER COMPLETION TIME

7.1.1 Time is of the essence of this Contract.

7.1.2 Contractor must complete the entire Work of the Job Order Project and designated portions thereof within the Job Order Completion Time(s) stated in the Job Order, or any authorized extension(s) thereof.

7.1.3 Failure of Contractor to include an element of the Work required for performance of this Contract in the Official Progress Schedule, or inaccuracy in the Official Progress Schedule, does not relieve Contractor from responsibility for accomplishing the Work within the Job Order Completion Time(s) designated in the Job Order and will not constitute grounds for delay in completion of the Work or designated portion on the Work.

7.1.4 The Contractor must provide an adequate workforce, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part of the Work in with in the Job Order Completion Time.

7.2 NOTICE TO PROCEED

7.2.1 Owner’s Notice to Proceed will state the first Day of the Contract Time.

7.2.2 Notwithstanding other provisions of the Contract Documents, Owner is not obligated to accept or to pay for Work Provided by the Contractor prior to the first Day of the Job Order Completion Time designated in the Job Order Contract Notice to Proceed, whether or not Owner has knowledge of the furnishing of such Work.

7.2.3 Reserved

7.2.4 The Contractor will not be allowed on the site of the Work until the Contractor’s Contract Bonds and insurance comply with requirements of the Contract Documents.

7.3 LIQUIDATED DAMAGES

7.3.1 All Work and designated portions of the Work must be completed and ready for full use by Owner on, or prior to, the Job Order Completion Time(s) for the Work or designated portions of the Work specified in the Job Order or any authorized extension thereof.

7.3.2 If Contractor fails to complete the Work or designated portions of the Work within the Job Order Completion Time(s) as agreed upon based on the Approved Work Schedule, or any authorized extension thereof, it is understood and agreed that Owner will suffer damage. When Liquidated Damages are specified in the Job Order, the parties agree that it is impractical and extremely difficult to determine the amount of actual damage, it is agreed that Contractor will pay as fixed and liquidated damages, and not as a penalty, the sums set forth in the Job Order for each and every calendar Day of delay until the Work is completed, and Contractor and its Sureties are liable for the amount thereof. If Liquidated Damages are not specified in the Job Order, Owner may collect actual damages from contractor for late performance of the work.

7.3.3 Contractor acknowledges that the Liquidated Damages amounts set forth in the Job Order constitute a reasonable estimate of the damages Owner will actually suffer every Day during which completion of the Work or designated portion of the Work is avoidably delayed beyond the expiration of the Job Order Completion Time(s) designated in the Contract Documents Approved Work Schedule.

7.3.4 Owner may withhold actual or Liquidated Damages (per Job Order) from payments due to Contractor as such damages accrue, or, at Owner’s discretion, withhold Liquidated Damages from any payments that may become due, including retention and Final Payment (pursuant to California Government Code §53069.85).
7.4 ACCELERATION

7.4.1 Owner reserves the right to Direct the Contractor to accelerate performance of the Work or any portion of the Work by Supplemental Job Order. No action or direction of Owner other than an express written Order to accelerate performance of the Work shall be construed by the Contractor to be direction to accelerate the Work.

7.4.2 If the Contractor believes that some action or inaction on the part of Owner constitutes an acceleration directive, the Contractor must immediately notify the Owner in writing that the Contractor considers the actions or inaction an acceleration directive. This written notification must detail the circumstances of the acceleration directive.

7.4.3 Contractor must keep Daily cost and other Project records related to the Owner’s acceleration Directive separate from other Project costs and records, and must submit a written Daily record of acceleration cost to Owner at the end of each Day.

7.4.4 Allowable labor costs are limited to overtime or shift premium costs. Allowable equipment costs are only the cost of added equipment mobilized to the site to accomplish the accelerated Work effort.

7.5 INSPECTIONS AND CERTIFICATION

7.5.1 When Contractor believes the Work is complete, Contractor must submit to the Owner two (2) copies of a written certification that the Work is complete and request inspection by the Owner.

7.5.2 Within 7 Days of receipt of the request, the Owner will determine if the Work is sufficiently complete to be inspected, and inspect the Work and prepare a list of deficiencies in the completed Work (Deficiency/Punch List.)

7.5.3 If the Owner determines that Work is not sufficiently complete to be inspected, the Owner will issue a notice to the Contractor stating the Work is not sufficiently complete to be inspected. When Contractor believes the Work is complete, Contractor must request another Inspection, which will be processed pursuant to Document 00700 - Sub-Part 7.5.2.

7.5.4 When the Work including correction of all deficiencies identified in the Owner’s Deficiency List is acceptable to the Owner, the Owner will send a letter acknowledging Completion to the Contractor. The Completion letter will identify the actual date of Completion.

7.5.5 Liquidated Damages for late completion of the Work will cease to accrue on the date of actual Completion identified in the Owner’s Completion letter. Such letter will not constitute Acceptance but will establish conformity with the requirements of the Contract Documents for the Work and will serve to establish the date for cessation of the accrual of the Liquidated Damages.

7.5.6 If Contractor requests a third inspection of Work that is still incomplete, Owner may charge Contractor for the cost of inspection, and may deduct the amount from payments due or that become due to Contractor.

7.6 DELAY AND TIME EXTENSIONS

7.6.1 The Owner will consider extensions to the Job Order Completion Time(s) for the following reasons only if they affect the Critical Path of the Official Progress Schedule.

1 Acts of God (as defined in public contract code §7105(b)(2)), or of the public enemy, acts of Government, acts of Owner, fires, floods, epidemics, quarantine restrictions, sanctioned strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Suppliers arising from unforeseeable causes beyond the control
and without the fault or negligence of both Contractor and such Subcontractors or Suppliers.

.2 Delays in progress due to an act of neglect by Owner only for the amount of delay time that occurs after Contractor has notified Owner in writing and the Owner has had a reasonable time to respond to the notification.

.3 An Approved Supplemental Job Order that by the issuance of this Supplemental Job Order designates a new Job Order Completion Time.

.4 Adjustments to the Contract Time(s) due to weather will be allowed only for unusually severe weather or resulting site conditions that affect the progress of activities on the Critical Path of the Official Progress Schedule.

.5 No Job Order Completion Time extension for rain will be allowed for any month until the number of Days of rain for that month as indicated below has been exceeded. Rainfall will be considered unusually severe only when the Days of rain (defined as more than one-tenth (1/10th) of an inch of rain per Day) in any month exceed the following number of Days of rain per month:

<table>
<thead>
<tr>
<th>Month</th>
<th>No. of Days</th>
</tr>
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<tbody>
<tr>
<td>January</td>
<td>10</td>
</tr>
<tr>
<td>February</td>
<td>9</td>
</tr>
<tr>
<td>March</td>
<td>7</td>
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<td>April</td>
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<td>May</td>
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<td>3</td>
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<td>October</td>
<td>7</td>
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<tr>
<td>November</td>
<td>9</td>
</tr>
<tr>
<td>December</td>
<td>10</td>
</tr>
</tbody>
</table>

.6 Contractor must exercise due diligence in protecting the Work and the Work site from the adverse impacts of weather by:

.a taking appropriate preventative actions before anticipated inclement weather to protect the Work and Work site from the potential adverse effects of the weather;

.b taking corrective action during the inclement weather to protect the Work and Work site from the actual and potential adverse effects of the inclement weather; and

.c taking correction action after the inclement weather to remedy, prevent, and/or mitigate the negative impacts of the adverse weather on the Work and the Work site.

7.6.2 Within twenty-four (24) hours from the beginning of any Critical Path delay to the Official Progress Schedule, Contractor must notify Owner in writing of the causes of delay.

7.6.3 Within fourteen (14) Days from the end of any Critical Path delay to the Official Progress Schedule, Contractor must submit two (2) hard copies and electronic data files on Compact Disks, of all supporting information to validate the impact of the delay on the Job Order Completion Time.

7.6.4 Owner will ascertain the facts and the extent of the delay and adjust the Job Order Completion Time(s) for completing the Work when, in Owner's judgment, the facts justify an adjustment. Owner's determination is final and conclusive.

7.6.5 Delay and Contractor's entitlement for delay will be determined as follows:
.1 The following definitions apply to Document 00700.7.6, “Delay and Time Extension”:

.a "**Excusable Delay**" means any delay in the Work caused by conditions beyond the control and without the fault or negligence of the Contractor.

.b "**Excusable Non-Compensable Delay**" means any Excusable Delay not solely the responsibility of the Contractor, such as, earthquake, fire, flood, cyclone, and inclement weather conditions that caused a delay of Work on the Critical Path. The financial inability of the Contractor or any Subcontractor, Sub-subcontractor or Supplier, or the default of any Subcontractor, Sub-subcontractor or Supplier is not a condition beyond the Contractor’s control. An Excusable Non-Compensable Delay may entitle the Contractor to an extension of the Job Order Completion Time, but will not entitle the Contractor to any adjustment of the Job Order Price.

.c "**Excusable Compensable Delay**" means any Excusable Delay caused by a delay of the Work on the Critical Path for which the Owner is solely responsible and which delay is unreasonable given the circumstances and not within the contemplation of the parties. An Excusable Compensable Delay may entitle the Contractor to an extension of the Job Order Completion Time and an adjustment of the Job Order Price.

.d "**Non-Excusable Delay**" means any delay in the Work resulting from causes within the control of the Contractor or due to the fault or negligence of the Contractor or its Subcontractors or Suppliers. A Non-excusable Delay shall not entitle the Contractor to an extension of the Job Order Completion Time or an adjustment of the Job Order Price.

.2 Whenever the Contractor foresees any delay in the prosecution of the Work, the Contractor must notify the Owner in writing of the potential delay. Such notification must specify with detail the cause asserted by the Contractor for the potential delay and provide a description of the anticipated effect of the potential delay on the most recent Updated Official Progress Schedule including identification of the activity numbers of the affected activities. Failure of the Contractor to submit such a notice within seven (7) Days after recognition of any incident or event giving rise to the potential delay will constitute a waiver by the Contractor of any request for extension of the Job Order Completion, and no extension of the Job Order Completion Time will be granted as a consequence of such delay.

.3 Within twenty-four (24) hours from the beginning of any Critical Path delay to the Official Progress Schedule, Contractor must submit written notice to the Owner of the delay. The notice must include identification of the affected activities, evidence of the cause of the delay, and within 14 Days of the end of the Critical Path delay, Contractor must submit a Time Impact Analysis per Document 00700.7.6.6, “Time Impact Analysis.”

.4 Owner has no obligation to consider any request for extension to the Job Order Completion Time(s) unless the Contractor satisfies the requirements set forth in the Contract Documents for providing notice of potential delay and submission of a Time Impact Analysis establishing the impact of the delay on the Critical Path of the Official Progress Schedule.

.5 Owner is not responsible to the Contractor for any constructive acceleration due to Contractor’s failure to comply with the submission and justification requirements of the Contract Documents for Job Order Completion Time extension requests. The Contractor’s failure to perform in accordance with the Official Progress Schedule shall not be excused because the Contractor has submitted Job Order Completion Time extension requests, unless and until Owner Approves such requests.

.6 Extension to the Job Order Completion Time(s) will not be allowed for delays on paths of activities containing Total Float Time per the latest Updated Official Progress
Schedule, providing such delay does not exceed the Total Float Time(s) on paths of activities on the latest Updated Official Progress Schedule.

.7 Any extension of Job Order Completion Time(s) granted the Contractor pursuant to this Document 00700.7, “Time”, does not constitute a waiver by Owner of, nor a release of the Contractor from, the Contractor’s obligation to perform the Work within the Job Order Completion Time(s) specified by the Contract Documents, as modified by the particular extension in question. Owner's decision to grant an extension of the Job Order Completion Time(s) due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Contractor as a precedent for any other request for extension of the Job Order Completion Time(s).

.8 If Owner Orders the Contractor to suspend Work pursuant to Document 00700.2, “Administration of the Contract”, the Contractor will not be entitled to any extension of the Job Order Completion Time(s), damages resulting from the suspension, unless the Contractor can establish that the suspension was Ordered without reasonable justification.

7.6.6 Time Impact Analysis

.1 The time impact analysis must provide information justifying the request for extension of the Job Order Completion Time(s) and stating the extent of the adjustment requested for the alleged delay. Time impact analysis must be in form and content acceptable to the Owner and include, but not be limited to, the following:

.a Time impact analyses must be based on analyzing the Official Progress Schedule in effect at the time the alleged delay or impact first occurred.

.b The Contractor must present fragmentary Critical Path Method (CPM) type network windows (fragnets) in time scaled precedent format, illustrating how Contractor proposes to incorporate the alleged delay into the Updated Official Progress Schedule in effect at the time the alleged delay or impact first occurred.

.c The Contractor must identify the activities that are proposed to be amended due to the alleged delay.

.d The Contractor must identify the preceding and succeeding activities in the Official Progress Schedule to which the fragnet(s) is to be connected.

7.6.7 Weather Delays

.1 Except for rain, if weather conditions are the basis for delays in the continuance or completion of the Work or any designated portion of the Work, Contractor must substantiate that the weather conditions were abnormal, based on the climatological data for the immediately preceding 10 year period, and could not have been reasonably anticipated.

.2 Rain will not be considered abnormal unless it results in precipitation that exceeds the maximum daily precipitation for the cumulative number of Days per month indicated in Document 00700 - Sub-Part 7.6.1.

.3 When the amount of rain is considered to be abnormal, extensions to the Job Order Completion Time(s) will be granted where the condition of the site, as determined by the Owner, is such that Contractor can perform no Work identified as Critical Path Work of the Official Progress Schedule.

7.6.8 Concurrent Delays
.1 If an *Excusable Non-Compensable Delay* and an *Excusable Compensable Delay* operate to concurrently delay completion of the Work, the maximum extension of the Job Order Completion Time will be the number of Days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Job Order Price will be in accordance with Document 00700.6, “Changes in the Work”, and will be based only on the number of Days of *Excusable Compensable Delay*, less the duration of the concurrence.

.2 If a *Non-excusable Delay* operates to concurrently delay completion of the Work with an *Excusable Non-Compensable Delay*, the maximum extension of the Job Order Completion Time will be the number of Days of concurrent delay plus the non-concurrent portion of the *Excusable Non-Compensable Delay*. The entire delay is non-compensable.

.3 If a *Non-excusable Delay* operates to concurrently delay completion of the Work with an *Excusable Compensable Delay* the maximum extension of the Job Order Completion Time will be the number of Days of concurrent delay plus the non-concurrent portion of the *Excusable Compensable Delay*. Any adjustment of the Job Order Price will be in accordance with Document 00700.6, “Changes in the Work”, and will be based only on the non-concurrent portion of the *Excusable Compensable Delay*.

END ARTICLE 7
ARTICLE 8 — PAYMENTS

8.1 GENERAL

8.1.1 Unless otherwise expressly provided for, Contractor shall accept the Job Order Price provided in the Job Order as full payment for all Work.

8.1.2 Reserved

8.1.3 Payment will not be made for: materials wasted or disposed of in a manner not called for pursuant to the Contract; rejected material of any kind; material rejected after it has been placed; and material placed outside of the Work limits shown on the Drawings. No compensation will be made for disposing of rejected or excess material.

8.1.4 Whenever Owner performs any portion of the Work at Contractor's request, the cost thereof will be charged against Contractor, and may be deducted from any amount due or to become due from Owner.

8.1.5 Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are Contractor's responsibility have not been taken, Owner may, after reasonable attempt to notify Contractor, cause such precautions to be taken and charge the cost thereof to Contractor, or may deduct such cost from any amount due or become due from Owner. Owner's action or inaction given such circumstances shall not be construed as relieving Contractor or it's Surety from any liability for such circumstances.

8.1.6 Payment does not relieve Contractor from its Contract obligations pursuant to the Contract; nor is such payment to be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to Owner. Responsibility of ownership shall remain with Contractor who is obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed Work for which payment has been made; or replace any materials or equipment required to be Provided pursuant to the Contract which may be damaged, lost, stolen or otherwise degraded in any way before Acceptance of the Work, except as provided in Document 00700.13.1, “Use Before Acceptance.”

8.2 PROGRESS PAYMENTS

8.2.1 General: Contractor will be paid for the actual percentage of Work complete; however, in no event will the total payment exceed the total Job Order Price.

8.2.2 Reserved

8.2.3 Reserved

8.2.4 No payments will be made to Contractor until Contractor has met the requirements of Document 00700.3.24, “Official Progress Schedule.”

8.2.5 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

8.2.6 The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of $25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.

8.2.7 The Owner will establish the monthly pay period end dates. The Contractor must base their monthly progress payment period end dates on the dates established by the Owner.
8.2.8 Establishing the Work completed for each monthly request for payment is an estimate only, and no inaccuracy or error in said estimates operate to release Contractor or its Sureties from damages arising from such Work or from complying with each and every provision of the requirements of the Contract Documents. Owner has the right to correct any error made in any estimate for payment.

8.2.9 No such estimate or payment is required to be made when, in Owner’s judgment, the Work is not proceeding in accordance with the requirements of the Contract Documents, or when in Owner’s judgment the total value of the Work done since the last pay estimate amounts to less than $500.

8.2.10 Contractor is not entitled to have any payment made for Work performed so long as any lawful or proper Order concerning the Work or any portion thereof given by Owner to Contractor shall not have been followed.

8.3 RETENTION

8.3.1 Owner will retain five percent (5%) of the estimated value of the Work done, and five percent (5%) of the value of the materials procured and delivered but not yet used, or procured and stored in accordance with Section 01290, “Payment Procedures”, as part security for the fulfillment of the Contract requirements by Contractor, and will pay to Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained pursuant to the provisions of the Contract Documents or allowed or required by law. No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

8.3.2 Reserved

8.3.3 In addition to any remedy authorized by law, all or a portion of the Job Order Price due Contractor and considered necessary by the Owner to satisfy pending or reasonably anticipated suits or claims for damages, may be withheld by Owner until disposition has been made of such suits or claims.

8.4 TIMELY PROGRESS PAYMENTS & INTEREST

8.4.1 California Public Contract Code §20104.50 sets forth the Legislature’s intent for prompt payment to contractors and establishes the following procedures for timely progress payments and payment of interest:

.1 Any local agency which fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the Code of Civil Procedure.

.2 Upon receipt of a payment request, each local agency shall act in accordance with the following:

.a Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

.b Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) Days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

.c The number of Days available to a local agency to make a payment without incurring interest pursuant to California Public Contract Code §20104.50 shall be
reduced by the number of Days by which a local agency exceeds the seven-Day return requirement.

d A "progress payment" includes all payment due contractors, except that portion of the Final Payment designated by the contract as retention earnings.

e A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

8.5 SECURITIES IN LIEU OF RETENTION

8.5.1 Attention is directed to Document 00700.8.3, "Retention", relating to the retention of funds during Contract performance, and to the requirements of California Public Contract Code §22300.

8.5.2 Contractor may substitute securities in lieu of the retention specified in Document 00700.8.3, "Retentions." At Contractor’s request and expense, securities equivalent to the amount retained shall be deposited with Owner, or with a State or Federally chartered bank as escrow agent, who shall pay such monies to Contractor upon satisfactory Completion of the Contract.

8.5.3 Securities eligible for substitution hereunder shall be limited to those listed in California Government Code §16430, or to bank or savings and loan certificates of deposit. Contractor must be the beneficial owner of any securities so substituted for monies retained, and shall receive any interest or income thereon.

8.5.4 Any Escrow Agreement entered into pursuant to this Document 00700.8.5, "Securities in Lieu of Retention", must be executed on the form furnished in the Bid Documents, Document 00550, "Escrow Agreement For Securities In Lieu Of Retention". If the Contractor elects to receive interest on monies withheld in retention by a public agency, or to deposit securities in lieu of retention, the Contractor must, at the request of any Subcontractor performing more than five percent of the Contractor’s total Bid, make that option available to the Subcontractor.

8.6 STOP NOTICES

8.6.1 Owner will comply with California Civil Code Title 15, Chapter 4, §3179 and following, regarding Stop Notices.

8.6.2 All Preliminary and Stop Notices must be sent to the County at the address stated in the Notice to Bidders, and in accordance with the “STOP NOTICE INFORMATION” sheet in the Bid Form (Document 00410).

8.7 PAYMENTS WITHHELD

8.7.1 Owner may withhold payment(s) in whole or in part to such extent as may be necessary to protect Owner from loss from but not limited to:

.1 Defective work not remedied;

.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 Failure of Contractor to make payments properly to Subcontractors for labor, materials or equipment;

.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Job Order Price, including any Liquidated Damages thereby due;

.5 Damage to Owner or another contractor, or to other work or property;

.6 Reasonable evidence that the Work will not be or had not been completed within the Job Order Completion Time;
.7 Failure to carry out the Work in accordance with the requirements of the Contract Documents, including failure to make required Submittals;

.8 Failure to submit certified weekly payrolls;

.9 Stop Notices filed, as more specifically provided in Document 00700.8.6, “Stop Notices”; Failure or refusal of Contractor to fully comply with the Contract requirements; or

.10 Costs to Owner resulting from failure of Contractor to complete the Work or designated portions of the Work within the Job Order Completion Time(s).

8.7.2 Whenever Owner withholds any monies otherwise due Contractor, Owner will furnish written notice of the amount withheld and the reasons therefore to Contractor.

END ARTICLE 8
ARTICLE 9 ― PROTESTS, DISPUTES & CLAIMS

9.1 GENERAL PROVISIONS

9.1.1 Compliance with the Dispute Resolution procedures provided for herein is a condition precedent to filing a Claim.

9.1.2 The parties may modify this Document and the procedures prescribed herein by written agreement executed by both parties. Owner's execution of any agreement to modify this Article 9 is void unless approved by County Counsel as to form and legality.

9.1.3 Each party shall bear their own costs of any kind or nature, including but not limited to attorneys’ fees, incurred in relation to the Dispute Resolution Process set forth in this Article 9. Contractor's costs incurred in seeking relief for Disputes and Claims are not recoverable from Owner.

9.1.4 CALCULATION OF ALL MONETARY AMOUNTS RELATING TO ALL DISPUTES AND CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS MADE UNDER PUBLIC CONTRACT CODE SECTION 9204) SHALL BE DONE IN THE SAME MANNER AS CHANGE ORDERS PER SECTION 01 26 00 (CONTRACT MODIFICATION PROCEDURES). NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY BE CLAIMED, REQUESTED OR RECOVERED BY CONTRACTOR OR BY ANY SUBCONTRACTOR.

9.2 DISPUTE RESOLUTION PROCESS

9.2.1 “Dispute” means an alleged act, error, or omission of Owner, its agents or employees, or action, condition, or other situation that has occurred that Contractor alleges may entitle it to an adjustment of the Contract Price or Contract Time and which, in Contractor’s opinion, is beyond the scope of the Contractor’s Work required by the Contract Documents, and that Contractor asserts or believes it may assert is the responsibility of Owner. The term “Dispute” is intended to be construed broadly and include disagreements of all types.

9.2.2 Every Dispute shall be stated with specificity in writing and signed under penalty of perjury and presented to the Owner’s Project Manager in a “Notice of Dispute” within ten (10) Days from the date Contractor discovers or reasonably should discover the Dispute. Contractor shall provide this Notice of Dispute even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the alleged act, error, omission, condition, or situation giving rise to the Dispute.

9.2.3 The Notice of Dispute shall be accompanied by all Documents substantiating Contractor’s position regarding the Dispute and shall:

.1 summarize the Dispute, including underlying facts, entitlement, schedule analysis, and quantum calculations;

.2 identify all of the issues, events, conditions, circumstances, and/or causes giving rise to the Dispute;

.3 provide a chronology of relevant events to date and correspondence;

.4 in the event that the Contractor seeks money in connection with the Dispute, provide an analysis of Dispute cost and all supporting Documentation of costs and any other damages claimed;

.5 in the event the Contractor asserts an effect on any schedule Milestones and/or Contract Time, include all pertinent scheduling data demonstrating the impact(s) on the Critical Path(s), Milestone(s), and or Contract Time in the Dispute, Contractor shall provide schedules and schedule analysis compliant with the Contract Documents,
including but not limited to Document 01 32 00 to justify time extension(s) (if requested);

.6 identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, Milestones, and/or Contract Time adjustments;

.7 include email digital photographs of the Dispute and provide Owner with contact information for all involved subcontractors and/or suppliers of any tier to facilitate the Owner’s review of Notice of Dispute;

.8 a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records demonstrating that those costs have actually been incurred. To the extent the alleged costs have not been incurred at the time the Dispute is submitted, actual cost records must be submitted on a current and ongoing basis not less than once a week during any period(s) costs are allegedly incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is allegedly incurred. At the direction of Owner, the alleged extra costs may be subject to further verification procedures (by way of example only and not by limitation, such as having an inspector verify the performance of alleged work on a daily basis); and,

.9 if the Contractor’s Dispute involves an alleged error or omission in the Contract Documents
   .a an affirmative representation under penalty of perjury by Contractor and any affected subcontractors and suppliers that the alleged error or omission was not discovered prior to submitting a proposal for the Work, and
   .b a detailed statement demonstrating that the alleged error or omission reasonably could not have been discovered.

9.2.4 Dispute Updates Required. If the unresolved Dispute or Claim persists longer than a single calendar month from the Notice of Dispute, then on the first day of each month, for each month until the Dispute is resolved, and any Work allegedly ascribed to the Dispute ceases, Contractor shall submit to Owner a Document titled “Dispute Update” that shall update and quantify all elements of the Dispute as completely as possible. Contractor’s failure to submit a Dispute Update or to quantify costs every month shall result in waiver of the Dispute for that month-long period. Dispute Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) of damage(s) of any kind or nature during the period covered by the noncompliant Dispute Update.

9.2.5 Dispute Log. Contractor shall maintain a continuing “Dispute Log” that shall list all outstanding Disputes and their value and status, and provide such log to Owner monthly as a condition of its monthly payment application when such is due. Such log shall be deemed Contractor’s representation of any and all Disputes then outstanding. Any Dispute that Contractor fails to include on the Dispute Log shall be deemed either waived and/or abandoned.

9.2.6 Failure to include as part of a Notice of Dispute all relevant supporting Documentation shall be deemed to have assented that the Work lies within the scope of the Contract Documents and shall result in waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price on account of any Documentation that was available to Contractor but not included as part of the Notice of Dispute. Contractor waives the right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price based on any Documentation that was available to Contractor at the time the Notice of Dispute was submitted but not provided until a later Dispute Update.
9.2.7 A timely Notice of Dispute is a condition precedent to Contractor seeking any further relief, including filing a Claim.

9.2.8 The Owner will review the Notice of Dispute and issue a written decision ("Decision on Dispute") to Contractor within thirty (30) Days from the date the Notice of Dispute and all supporting Documentation are received by Owner. The Owner has the option to meet with the Contractor or with any other party before issuing its Decision on Dispute.

9.2.9 If Owner does not issue a Decision on Dispute within thirty (30) Days after receipt of the Notice of Dispute (and all supporting Documentation), then the Owner will be deemed to have rejected the Contractor’s Dispute in its entirety, and if the Contractor intends to seek additional relief regarding the unresolved issues, the Contractor shall proceed with the Claims procedure below.

9.2.10 If the Owner’s Decision on Dispute completely resolves the Dispute, the Owner will prepare and process a Change Order, if applicable, or proceed in accordance with the resolution.

9.2.11 If the Owner’s Decision on Dispute provides that the Owner rejects the Dispute in whole or in part and the Contractor intends to seek additional relief regarding the unresolved issues of the Dispute, the Contractor shall proceed with the Claims procedure below.

9.2.12 Contractor shall require each Subcontractor (including any sub-Subcontractor and supplier) to comply with the Disputes procedure set forth in this Article 9 and to provide Contractor with timely notice and Documentation of all Disputes. Contractor shall present as its Disputes, all Subcontractor, sub-Subcontractor and supplier Disputes of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project. If Contractor asserts or intends to assert “pass through” Disputes of Subcontractors, then Contractor shall provide all Documentation including Documentation of liquidating agreements, supporting such Disputes.

9.3 CLAIMS PROCEDURE (IN COMPLIANCE WITH PUBLIC CONTRACT CODE SECTION 9204(d)).

9.3.1 “Claim” refers to “claim” as defined in Public Contract Code Section 9204.

9.3.2 Every Claim shall be stated with specificity in writing and signed under penalty of perjury and presented to the Owner’s Project Manager within ten (10) calendar days from the Decision on Dispute.

9.3.3 It is the intent of this Document that all Claims filed after the Decision on Dispute shall be in compliance with Public Contract Code Section 9204.

9.3.4 Individual unresolved Disputes may be aggregated into one or more Claim(s).

9.3.5 In the following paragraphs the term “section” shall refer to this Article 9; the term “public entity” shall mean Owner.

9.3.6 Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

9.3.7 If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified
mail, return receipt requested, the public entity shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45)-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

9.3.8 If the claimant disputes the public entity’s written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

9.3.9 Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

9.3.10 For purposes of this section, mediation includes any nonbinding process, such as neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9.3.11 Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

9.3.12 Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity’s failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

9.3.13 Amounts not paid in a timely manner as required by the negotiations required under Public Contract Code Section 9204 shall bear interest at 7 percent per annum.

9.3.14 Contractor shall present as its Claims all subcontractor claims or supplier claims of any type or nature provided that the subcontractor or supplier claims comply with the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project. If Contractor asserts or intends to assert “pass through” Claims of Subcontractors, then Contractor shall provide all Documentation including liquidating agreements supporting such Claims.

9.3.15 The Claim shall be accompanied by all Documents substantiating Contractor’s position regarding the Claim and shall:
.1 summarize the Claim, including underlying facts, entitlement, schedule analysis, and quantum calculations;

.2 identify all of the issues, events, conditions, circumstances, and/or causes giving rise to the Claim;

.3 provide a chronology of relevant events to date and correspondence;

.4 in the event that the Contractor seeks money in connection with the Claim, provide an analysis of Claim cost and all supporting Documentation of costs and any other damages claimed;

.5 in the event the Contractor asserts an effect on any schedule Milestones and/or Contract Time in a Claim, Contractor shall include all pertinent scheduling data demonstrating the impact(s) on the Critical Path(s), Milestone(s), and/or Contract Time and shall provide schedules and schedule analysis compliant with the Contract Documents, including but not limited to Section 01 32 00, to justify time extension(s) (if requested);

.6 identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, Milestones, and/or Contract Time adjustments;

.7 include email digital photographs of the Claim and provide Owner with contact information for all involved subcontractors and/or suppliers of any tier to facilitate the Owner's review of the Claim;

.8 if the Contractor's Claim involves alleged extra work by the Contractor or its subcontractors, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records demonstrating that those costs have actually been incurred. To the extent alleged costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current and ongoing basis not less than once a week during any period(s) costs are allegedly incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record allegedly is incurred. At the direction of Owner, alleged extra costs may be subject to further verification procedures (by way of example only and not by limitation, such as having an inspector verify the performance of alleged work on a daily basis; and,

.9 if the Contractor's Claim involves an error or omission in the Contract Documents:

.a an affirmative representation under penalty of perjury by Contractor and any affected subcontractors and suppliers that the alleged error or omission was not discovered prior to submitting a proposal for the Work, and;

.b a detailed statement demonstrating that the error or omission reasonably could not have been discovered.

9.3.16 Failure to include as part of a Claim all relevant supporting Documentation shall be deemed to have assented that the Work lies within the scope of the Contract Documents and shall result in waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price on account of any Documentation that was available to Contractor but not included as part of the Claim. Contractor waives the right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price based on any Documentation that was available to Contractor at the time the Claim was submitted but not provided until a later Claim Update (see Article 3.05.L).

9.3.17 Claim Updates Required. If the unresolved Claim persists longer than a single calendar month from the filing of the Claim, then on the first day of each month, for each month until the Claim, including any Work done related to the Claim ceases, Contractor shall submit to Owner a Document titled "Claim Update" that shall update and quantify all
elements of the Claim as completely as possible. Contractor’s failure to submit a Claim Update or to quantify costs every month shall result in waiver of the Dispute for that month-long period. Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) for damage(s) of any kind or nature during the period covered by the non-compliant Claim Update.

9.3.18 Claim Log. Contractor shall maintain a continuing “Claims Log” that shall list all outstanding Claims and their value and status, and provide such log to Owner monthly as a condition of its monthly payment application when such is due. Such log shall be deemed Contractor’s representation of any and all Claims then outstanding. Any Claim that Contractor fails to include on the Claims Log shall be deemed either waived and/or abandoned.

9.3.19 Each party shall bear their own costs of any kind or nature, including but not limited to attorneys’ fees, incurred in relation to the filing or otherwise seeking relief for a Claim made pursuant to Public Contract Code Section 9204.

9.4 INTERPRETATION AND EXECUTION.

9.4.1 Timely compliance with the procedures in this Article 9 for (1) Notice of Dispute and (2) Claim, which is then subject to the procedures in Public Contract Code Section 9204, constitutes a mandatory administrative remedy that Contractor must diligently pursue and exhaust. Failure to timely pursue any administrative remedy shall be deemed a waiver of additional proceedings including legal action. Compliance is mandatory and is a precondition to Contractor’s right to bring a legal action against Owner.

9.4.2 This Article 9 shall not be interpreted to supersede or limit any and all Contract notification procedures, procedures within the Contract Documents for administration of the Work, including but not limited to, procedures regarding changes to the Contract Documents, changes from conditions indicated in the Contract Documents, changes in the Contract Times, liquidated damages, differing site conditions and utility conflicts, testing and inspections, quality control completion and close out of the Contract. Rather, Contractor shall diligently pursue and comply with all such contract procedures.

9.4.3 Notwithstanding the pendency of contract administration procedures or disputes procedures set forth herein, Contractor shall at all times prosecute the Work in accordance with the Contract Documents as determined and directed by Owner. Contractor’s sole and exclusive remedy for Disputes and Claims shall be the procedures of this Article 9.

9.4.4 In any dispute resolution proceeding arising from the Contract Documents, including formal or informal proceedings for resolution of Disputes and/or Claims, the disputes shall be resolved by looking first to the terms of the Contract Documents. Only when the answer to the Dispute and/or Claim is not found in the Contract Documents, may the dispute be answered by reference to the more general prevailing laws. It is the intent of this provision to formalize the right of the parties, at all times, to rely on the terms of the Contract Documents.

9.4.5 Contractor shall consult with its own legal counsel regarding the requirements of the California Government Code and the California Public Contract Code and shall not request or purport to rely on legal interpretations from the Owner regarding these codes.

9.4.6 The time requirements set forth in this Document are subject to extension, in Owner’s sole discretion. No other feature or requirement of the Disputes and Claims procedures herein (and its Disputes and Claims waiver feature), may be waived or altered absent a written Change Order signed by both parties and approved as to form and legality by the Office of the County Counsel and as to form by legal counsel for the Contractor.
.1 All Contractor requests for an extension of time shall be made in advance of time periods expiring. If Contractor requests an extension of the time period to file the Notice of Dispute, then Contractor’s written request must include Contractor’s certification that Contractor has complied with all notification procedures under the contract that may apply (e.g., differing site conditions, time extension, change order requests), pursuant to which Contractor will provide Owner with contemporaneous notification of the work and cost that is equivalent to or exceeds the information required under this Document 00 73 83. Owner may not grant an extension without this certification.

9.5 SETTLEMENT EFFORTS AND MEDIATION

9.5.1 Mediation hereunder shall be subject to all confidentiality requirements of the California Evidence Code and mediation and settlement efforts shall be and remain confidential.

9.5.2 Any mediators appointed hereunder to mediate a Claim shall be limited in their scope to the Claim for which mediation is demanded.

9.5.3 Owner shall not be deemed to waive or alter any provision under this Document 00 73 83, if at Owner’s sole discretion, a Claim is administered in a manner not in accord with this Document 00 73 83. Under no circumstance may settlement negotiations or actions taken towards settlement of disputes or claims by either party be asserted as a waiver or impairment of rights, duties or obligations under the Contract Documents, including without limitation, the requirements of this Document 00 73 83. Owner may at all times assert and enforce all terms of this Document 00 73 83.

9.6 RESOLUTION OF CONTRACT CLAIMS

9.6.1 Upon failure of mediation under Public Contract Code Section 9204 or other statutory authority, in the Owner’s sole discretion, the parties shall use the Judicial Reference procedure as set forth b

9.6.2 The referee shall be a retired California state court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of both parties.

9.6.3 If the Parties are unable to agree to a referee within ten (10) calendar days, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

9.6.4 The referee shall conduct the proceedings in accordance with the California Code of Civil Procedure, the State of California and Santa Clara County Rules of Court, and California Evidence Code, except as specifically agreed to by the Parties and approved by the referee.

9.6.5 The referee’s decision shall be decided under and in accordance with the law of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

9.6.6 The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of the California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

9.6.7 Costs of conducting Judicial Reference Proceeding.

.1 The cost of conducting a judicial reference proceeding shall be borne equally by the parties. The filing fee, witness fees, costs of discovery, or any other cost necessarily incurred by one party shall not be shared by any other party, except that the referee may allow the prevailing party to recover its costs and necessary disbursements, except attorneys’ fees, on the same basis as is allowed in civil actions. These costs
shall be taxed as in civil actions.

9.6.8 No party to this Agreement may recover its attorneys’ fees from the other.

9.7 ADDITIONAL PUBLIC CONTRACT CODE REQUIREMENTS

9.7.1 The provisions of Public Contract Code Section 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars ($375,000.00) or less which arise between a contractor and a local agency are incorporated here by this reference.

END ARTICLE 9
ARTICLE 10 — PROTECTION OF PERSONS AND PROPERTY

10.4 SAFETY PROVISIONS

10.4.1 Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of work. This requirement applies continuously and is not limited to Normal Hours Of Work. No act, service, drawing or construction review, acceptance or other act by Owner, Inspector, Consultant or any other representative of Owner is intended to include review of the adequacy of Contractor’s safety measures at or near the Project Site, at any place of Fabrication, or anywhere else.

10.4.2 Contractor must take all necessary precautions on the Work for the safety of its workers, of Owner’s employees and the public, and must comply with all applicable Federal, State, and local safety laws and codes to prevent accidents or injury to persons on, about, or adjacent to where the Work is being performed.

10.4.3 Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Work, all appropriate safeguards for the protection of workers and the public, and post danger signs warning against construction hazards, such as fire, toxics, pesticides, chemicals, odors, noise, vibration, equipment operations, obstructions, falling objects, falls and all other construction related hazards.

10.4.4 Contractor must designate a responsible member of its organization who will be present on the Project Site and who has the duty for prevention of accidents. Prior to starting Work, Contractor must submit a letter to the Owner providing the name and position of the person so designated.

10.5 CONFINED SPACE ENTRY PROGRAM

10.5.1 Contractor must comply with all State and Federal OSHA requirements, and all of Owner’s requirements regarding entry into confined spaces including but not limited to the following:

1. Before starting any Work, submit for Owners review and acceptance four (4) copies of a Confined Space Entry Program applying to all existing permit-required confined spaces identified by Owner in the Contract Documents, or defined by regulations, and any confined spaces identified or created by Contractor or Owner during the Job Order Completion Time. Owner has the right to identify additional spaces to be treated as confined spaces by Contractor at any time during the Job Order Completion Time, without changing the Job Order Price or Job Order Completion Time if such additional spaces were created by Contractor.

2. Maintain written records of all entries into confined spaces and all activities conducted in confined spaces.

3. Coordinate all entry operations with Owner when both Contractor’s personnel and Owner’s personnel will be working in or near a confined space in the Project area. Owner will endeavor to give Contractor at least twenty-four (24) hours advance notice of such entry except in unforeseen situations and emergencies.

4. Inform Owner in writing at the conclusion of entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

10.6 PUBLIC SAFETY AND CONVENIENCE

10.6.1 Contractor must provide for the safety of the public during construction and conduct its operations to minimize the amount of work posing potential hazards to the public.

10.6.2 Contractor must pave pedestrian openings through falsework or Provide full width continuous wood walks, and keep all walkways clear. Contractor must protect pedestrians
from falling objects and water runoff. Overhead protection for pedestrians must extend not less than four (4) feet beyond the edge of a structure.

10.6.3 Contractor's equipment must enter and leave the Project area via access routes designated or accepted in writing by Owner, and move in the direction of public traffic at all times. All movements on or across public traveled ways must not endanger public traffic.

10.6.4 Contractor must immediately remove any spillage, debris, dirt, or mud resulting from hauling operations along or across any public traveled way.

10.6.5 Contractor must minimize inconvenience or obstruction to the public. When Contractor's operations create a condition hazardous to the public, Contractor must furnish, erect, and maintain such Temporary Fencing, barricades, lights, signs, and other devices as are necessary for direction of the public or to avoid accidents, damage, or injury to the public. Contractor must furnish such flagmen and guards as are necessary to direct the public or to give adequate warning of any hazardous conditions.

10.7 PROTECTION AND RESTORATION OF PROPERTY

10.7.1 California Civil Code §832 provides requirements relating to notification of adjacent property owners (30 Day notification required) and protection of adjacent property when performing excavation that may adversely impact the lateral and subjacent support to adjoining land or structures. In addition to these requirements and any other requirements imposed by law, Contractor must shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the Work pursuant to this Contract. Whenever any notice is required to be furnished by Owner or Contractor to any adjoining or adjacent landowner or other party before commencement of any Work pursuant to this Contract, Contractor must provide such notice. Contractor must indemnify and hold Owner harmless from any damages for which Owner may become liable in consequence of such injury or damage to adjoining or adjacent structures and premises.

10.7.2 Contractor must immediately repair any damage, arising from or in consequence of the performance of the Contract, to improvements or property, whether above or below the ground, private or public, within or adjacent to the Project. If, in Owner's opinion, Owner's best interests require such repair to be made before execution of any part of the Work included in this Contract, Owner will so notify Contractor who will delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of the Job Order Completion Time shall be allowed.

10.7.3 When Ordered by Owner to make any such repair, Contractor must start work thereon within four (4) hours and must prosecute the same with diligence to completion. Upon Contractor's failure to comply with such Order, or upon Contractor's failure to make immediate Emergency repairs which are necessary in the best interests of Owner or the public, Owner may cause such repairs to be made and deduct the costs thereof from any money due, or that may become due Contractor.

10.7.4 In an Emergency affecting the safety of life or property, including adjoining property, Contractor is authorized to act at its discretion, without special instructions or authorization from Owner, to prevent such threatened loss or injury, and Contractor must act whether or not instructed by Owner. Contractor must maintain adequate protection against damage to life and property involved in Project and on property adjacent thereto until Acceptance and must Provide all necessary guards, barricades, night lights, facilities, tools, equipment, materials and other needed or required protective devices.
10.7.5 Contractor will until Acceptance maintain adequate protection of all its Work and work performed by others pursuant to the Contract Documents from damage, loss, or defacement. Contractor must repair or replace any such damage and remove any damaged or defaced material or equipment from the premises at no extra cost to Owner except as may be due directly to errors in the Contract Documents or caused by Owner.

10.7.6 The Contractor must ensure the limits of Work to be free of graffiti or other similar defacements during the entire Job Order Completion Time; if such defacement occurs, the Contractor must promptly remove, repair, or correct the affected area(s). The Contractor must protect all exposed finished surfaces within the limits of Work (both temporary and final), with anti-graffiti coatings, and maintain such protection continuously during the entire Job Order Completion Time.

10.8 PRESERVATION OF CULTURAL RESOURCES

10.8.1 Pursuant to the National Historic Preservation Act of 1966, State laws and County ordinances, the following procedures are implemented to ensure historic preservation and fair compensation to Contractor for construction delays that may occur due to cultural resources discoveries.

10.8.2 In the event potentially historical, architectural, archaeological or cultural resources (hereinafter "resources") are discovered during subsurface excavations at the Project Site, the following procedures apply:

10.8.3 Owner will issue a "Cultural Resources – Suspend Work Order" Directing Contractor to temporarily suspend all operations at the location of such potential resources.

10.8.4 Such "Cultural Resources – Suspend Work Order" will be effective until such time as a qualified Consultant can assess the value of such resources and make recommendations. Any "Cultural Resources – Suspend Work Order" will contain the following:

.1 A description of the potential resource, its location, and the area where Contractor's Work is suspended;

.2 A description of what part or all of Contractor's Work is suspended;

.3 Instructions regarding suspension of orders by Contractor for materials and services;

.4 Guidance regarding action to be taken by Subcontractors;

.5 Estimated duration of the temporary suspension.

10.8.5 If the Consultant determines that the potential find is indeed a cultural resource, Owner will, as expeditiously as possible, advise Contractor in writing of the action to be taken regarding the find, and the anticipated time frame and extent of any Work suspension.

10.8.6 Adjustment of Contract Time and Contract Sum

.1 If, in the Notice to Bidders, the Work site was deemed "Archaeologically Sensitive", then the Job Order Completion Time(s) includes four (4) weeks of temporary suspension for cultural resources finds and there will be no payment for such suspension or any inefficiencies related thereto, up to a maximum cumulative duration of four (4) weeks delay to the Critical Path(s) of the Official Progress Schedule. If such suspension occurs, the first four (4) weeks of the Critical Path delay will be treated as an **excusable non-compensable delay** and the Job Order Completion Time will be extended in accordance with Document 00700.7.6, "Delay and Time Extensions."

.2 If a cultural discovery at an Archaeologically Sensitive site results in a cumulative Critical Path delay that exceeds four (4) weeks, then Contractor will be entitled to an adjustment for the Critical Path delay in excess of four (4) weeks by the issuance of a Supplemental Job Order. The Critical Path delay in excess of four (4) weeks will be treated as an **excusable compensable delay** and the Job Order Completion Time
will be extended in accordance with Document 00700.7.6, “Delay and Time Extensions.”

.3 If a cultural resource discovery was unforeseen (i.e. if the Work site was not deemed "Archaeologically Sensitive" in the Notice to Bidders), Contractor may be entitled to an adjustment by Supplemental Job Order in accordance with Document 00700.7.6, “Delay and Time Extensions.”

.4 If, as a result of a temporary suspension, Owner agrees that Contractor sustains a loss which could not have been avoided by judicious handling of its forces or equipment, or by redirection of forces or equipment to perform other Work on the Contract, Contractor will be paid for idle time of equipment and labor by Force Account as provided in Document 00700.6.8, “Force Account Work.”

10.8.7 Documentation

.1 Beginning with the first Day of suspension, and for each following Day, Contractor must maintain detailed hourly records of the labor and equipment idled by such suspension, plus substantiation as to why such labor and equipment could not be used on other parts of the Work if such were the case. Such records must be of a form acceptable to Owner, signed by Contractor, and are subject to verification by Owner.

.2 Failure by Contractor to furnish the aforesaid records constitutes a waiver of Contractor's right to an adjustment in the Job Order Price.

END ARTICLE 10
ARTICLE 11 — INDEMNIFICATION AND INSURANCE

11.1 EXHIBIT B-1

11.1.1 Indemnification and Insurance requirements are set forth in Exhibit B-1, “INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS.”

11.1.2 Exhibit B-1 is incorporated herein as though set forth in full.

11.1.3 Exhibit B-1 is located in Document 00850, “Indemnification and Insurance Requirements (Exhibit B-1)”

11.1.4 Contractor will be required to mail or fax all insurance documents evidencing coverage as required by 11.1.1 to the County of Santa Clara’s Insurance Tracking company.

Mail certificates to:
County of Santa Clara
Insurance Compliance
P.O. Box 100085-ZB
Duluth, GA 30096

Fax certificates to (517) 647-7900

END ARTICLE 11
ARTICLE 12 — UNCOVERING AND CORRECTION OF WORK

12.1 GENERAL

12.1.1 The Contractor must notify the Owner two (2) days prior to covering any Work.

12.1.2 If a portion of the Work is covered prior to Owner’s review, it must, if requested in writing by the Owner, be uncovered for Owner observation and replaced at the Contractor’s expense without change in the Job Order Completion Time.

12.2 CORRECTION OF WORK

12.2.1 The Contractor must promptly correct Work rejected by Owner or Work failing to conform to the requirements of the Contract Documents, whether or not Fabricated, Installed or completed. The Contractor bears the costs of correcting such rejected Work, including additional testing and inspections required and compensation for Owner services and expenses made necessary thereby. Contractor must submit three (3) copies of a Corrective Action Plan to the Owner by 10 a.m. of the third workday following receipt of a notice of non-conformance from the Owner.

12.2.2 Notwithstanding Document 00700 - Sub-Part 12.2.1, in the event of an Emergency constituting an immediate hazard to the health or safety of Owner’s employees, agents, representatives, property, or licensees, Owner may undertake, at the Contractor’s expense and without prior notice, all work necessary to correct such hazardous condition(s) when it was caused by work of the Contractor not being in accordance with requirements of the Contract Documents.

12.2.3 The Contractor must remove from the Project Site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work, as per Document 00700 - Sub-Part 12.2.1, or fails to remove nonconforming work, as per Document 00700 - Sub-Part 12.2.3, Owner may correct or remove the nonconforming Work per Document 00700 - Sub-Part 12.2.5.

12.2.5 If the Contractor does not submit a Corrective Action Plan or proceed with correction or removal of nonconforming Work, within such time fixed by the Contract Documents or written notice from Owner, Owner may remove and store the salvable materials, articles and/or equipment at the Contractor's expense. If the Contractor does not pay all costs of such removal and storage within 14 Days after written notice, Owner may, upon 14 additional Days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the Contractor, including compensation for Owner services and expenses made necessary thereby. If the proceeds of a sale do not cover all costs that the Contractor would have borne, the Job Order Price will be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor must pay the difference to Owner.

12.2.6 The Contractor bears the cost of correcting destroyed or damaged Work, which is caused by the Contractor’s correction, or removal of Work that is not in accordance with requirements of the Contract Documents, including work performed by Owner or separate contractors that is damaged or destroyed by the Contractor during the Job Order Completion Time or Guarantee period.

12.2.7 Nothing contained in this Document 00700.12.2, “Correction of the Work”, establishes a period of limitation with respect to other obligations that the Contractor might have in the Contract Documents. Establishment of the Warranty/Guarantee period(s), as described in Document 00700.13.11, “Warranties & Guarantees”, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the
obligation to comply with requirements of the Contract Documents may be sought to be
enforced, nor to the time within which proceedings may be commenced to establish the
Contractor's liability with respect to the Contractor's obligations other than specifically to
correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If Owner prefers to accept any or all of the Work that is not in accordance with
requirements of the Contract Documents, Owner may do so instead of requiring its
correction and/or removal, in which case the Job Order Price will be reduced as
appropriate and equitable. Such adjustment shall be effected whether or not Final
Payment to the Contractor has been made.

END ARTICLE 12
ARTICLE 13 — FINAL COMPLETION AND ACCEPTANCE

13.1 USE BEFORE ACCEPTANCE

13.1.1 Owner has the right to utilize or place into service any item of equipment or other usable portion of the Work before Acceptance of the entire Project. Whenever Owner plans to exercise said right, Owner will notify Contractor in writing, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service, hereinafter referred to as "Use Before Acceptance".

13.1.2 Until Owner issues such written notification, Contractor is responsible for all care and maintenance of all items or portions of the Work.

13.1.3 Upon Owner's issuance of written notice of Use Before Acceptance, Owner accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, excepting any injury or damage resulting from Contractor's actions or negligence.

13.1.4 If, by reason of Owner's Use Before Acceptance, the premium for the Contractor's bodily injury and property damage insurance is increased, Owner will reimburse the Contractor for the additional amount necessarily incurred, allocable to the area and the period of Owner's occupancy, up to the Date of Acceptance of the Work.

13.1.5 Owner's Use Before Acceptance does not constitute Acceptance of the Work, or any portion of the Work, by Owner, nor will it relieve the Contractor of responsibility for correcting defective and/or Deficient Work or materials found at any time before Acceptance of the Work or during the Guarantee period after Owner's Acceptance. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by Owner, then upon written request by the Contractor and by written consent from Owner, the Guarantee period on the building entirely occupied by Owner will commence to run from the date of Owner occupancy of such building or buildings.

13.1.6 Notwithstanding any Use Before Acceptance, Contractor retains full responsibility for fulfillment of all the requirements of the Contract Documents.

13.2 RESERVED

13.3 CONTRACTOR’S CERTIFICATION THAT ALL WORK OF THE PROJECT IS COMPLETE

13.3.1 When all Work is complete and after the Contractor has performed the final cleaning, Contractor must so certify to Owner's Project Manager and request a Preliminary Walk-Through Inspection.

13.4 PRELIMINARY WALK-THROUGH INSPECTION

13.4.1 Within seven (7) Days of receipt of Contractor's certification that all Work is complete, Owner's Project Inspector will make a Preliminary Walk-Through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.

13.4.2 If Owner's Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner's discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be charged to the Contractor.

13.5 FINAL INSPECTION

13.5.1 The Final Inspection will occur within seven (7) Days of the Contractor's certification of final completion if the Owner’s Project Manager agrees with the Contractor’s certification.

13.5.2 If Owner’s Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work. After all deficiencies have been corrected, Contractor must initiate procedures for another
Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner’s discretion, any costs to Owner for additional Final Inspections may be charged to the Contractor.

13.5.3 Contractor’s Progress Schedule must include activities for Final Inspection.

13.6 RECOMMENDATION FOR ACCEPTANCE

13.6.1 After Final Inspection, the Owner’s Authorized Representative will recommend that the Owner formally Accept the Work if the Contractor has satisfactorily:

.1 Corrected all deficiencies observed during the Final Inspection and no new deficiencies have been observed

.2 Submitted Record Documents (As-Builts)

.3 Submitted copies of all documents required by Document 00700.3.14, “Disposal of Materials Outside Project Area” and Document 00700.3.15, “Hazardous Materials”

.4 Submitted two (2) copies of satisfactory evidence to Owner that all payrolls, material bills and other indebtedness connected with said Work have been paid

.5 Submitted all other required contract deliverables.

13.7 ACCEPTANCE OF THE WORK

13.7.1 After the Owner’s formal Acceptance of the Work, the Owner will record a Notice of Completion.

13.7.2 Owner’s Acceptance establishes conformity with the Contract except for delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and subject to any Guarantee and Warranty, express or implied.

13.7.3 Determinations by Owner’s Authorized Representative that the Work is complete or Acceptance evidenced by a recorded Notice of Completion does not bar any action by the Owner against the Contractor pursuant to Document 00700.13.11, “Warranties & Guarantees”

13.8 FINAL PAYMENT

13.8.1 Provided that Owner has recorded a Notice of Completion, thirty-five (35) Days after the date of recording of the Notice of Completion by the County Recorder, Owner’s Project Manager will forward a request for Final Payment for the Work done pursuant to the Contract to the County Controller for payment. Owner will withhold from Final Payment such amounts that are in Dispute between Owner and Contractor, amounts subject to offset/setoff, and all other amounts that must be withheld by law (such as Stop Notice sums.)

13.8.2 All estimates and payments made, including the final estimate and payment, are subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. Contractor and Owner agree to pay to the other any sum hereby due.

13.9 CONTRACTOR’S DUTIES AND RESPONSIBILITIES AFTER ACCEPTANCE

13.9.1 After Acceptance of the Work by the Board of Supervisors, Contractor is relieved of the duty of maintaining and protecting the entire Work, and Contractor is not required to perform any further Work thereon, except as otherwise required by law or the Contract Documents.

13.9.2 Contractor is relieved of responsibility for injury to persons or property or damage to the Work that occurs after Owner’s Acceptance, provided that such injury/damage is not in any way caused by Contractor.
13.9.3 Owner's Acceptance does not relieve Contractor of responsibility for faulty materials or workmanship or of complying with the requirements of Warranties and Guarantees.

13.10 RETENTION PROCEEDS, WITHHOLDING AND DISBURSEMENT

13.10.1 Pursuant to California Public Contract Code §7107, within sixty (60) Days after the date of “completion” of a Job Order, the retention withheld by Owner shall be released, subject to all withholds required and authorized by law including Stop Notice claims and Liquidated Damages (pursuant to California Government Code §53069.85). In the event of a Dispute between Owner and Contractor, Owner may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the Disputed amount.

13.10.2 For purposes of release of retention, “completion” means any of the following:

.1 The occupation, beneficial use, and enjoyment of the entire Work, accompanied by cessation of labor on the work of improvement.

.2 The Acceptance by Owner of the Work.

.3 After the commencement of Work, a cessation of labor on the Work for a continuous period of one-hundred (100) Days or more, due to factors beyond Contractor's control.

.4 After the commencement of Work, a cessation of labor on the Work for a continuous period of thirty (30) Days or more, if Owner records a Notice Of Cessation or a Notice Of Completion with the County Recorder.

13.10.3 Subject to Document 00700 - Sub-Part 13.10.4 below, within seven (7) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor must pay each of its Subcontractors from whom retention has been withheld, each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor, if the payment is consistent with the terms of the Subcontract. [public contract code §7107(d)]

13.10.4 Contractor may withhold from a Subcontractor its portion of the retention proceeds if a bona fide dispute exists between the Subcontractor and Contractor. The amount withheld from the retention payment shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

13.10.5 In the event that retention payments are not made within the time periods required by Public Contract Code §7107, Owner and Contractor withholding the unpaid amounts shall be subject to a charge of two percent (2%) per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

13.11 WARRANTIES & GUARANTEES

13.11.1 Neither the final Acceptance, nor payment, nor any provision in the Contract Documents relieves Contractor of responsibility for faulty materials or workmanship.

13.11.2 Contractor must Guarantee all workmanship and materials for a period of one year, or as specified in the Contract Documents, from and after the Date of Acceptance of the Work by Owner. Contractor may also be required to furnish a written Guarantee covering all or certain items of Work for varying periods of time from the Date of Acceptance of the Contract. The Work to be Guaranteed, the form, and the time limit of the Guarantee will be specified in the Contract Documents. Said Guarantee must be signed and submitted to Owner before Acceptance of the Work.

13.11.3 The Guarantee period begins at the Date of Acceptance. Contractor must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said Guarantee period without expense whatsoever to Owner.
13.11.4 The aforesaid one-year Warranty/Guarantee period does not in any way limit or waive Owner's rights to legal recourse for latent construction defects, pursuant to California Civil Code of Procedure §337.15 nor for patent construction defects pursuant to §337.1.

13.11.5 Approximately ninety (90) Days before completion of the entire Work of the Project, Contractor must meet with Owner regarding Warranty/Guarantee requirements. Owner will establish communication procedures for notifying Contractor of Warranty defects, priorities regarding the type of defect, time required for Contractor response, and other details deemed necessary by Owner for execution of the Warranty/Guarantee.

13.11.6 In the event of Contractor's failure to comply with the requirements of any Warranty/Guarantee required by the Contract Documents within three (3) calendar Days after being notified in writing, Owner may proceed to have the defects repaired and made good at the expense of Contractor who must pay all costs and charges immediately upon demand.

13.12 RESERVED

END ARTICLE 13
ARTICLE 14 — MISCELLANEOUS PROVISIONS

14.1 CONTRACTOR'S USE OF COMPUTER SOFTWARE

14.1.1 The Owner selected The Gordian Group’s Job Order Contracting (JOC) system for the execution of the JOC program. The Gordian JOC system includes The Gordian Group’s proprietary eGordian® JOC information management applications, construction cost data and Construction Task Catalog® (collectively “Proprietary Information”), which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified in the general conditions and as may be requested by the Owner. The Contractor shall be required to execute Gordian’s JOC System License and User Agreement, and shall pay a 1% JOC System License Fee on all work awarded to the JOC contractor by the Owner for access to the Gordian JOC system and Proprietary Information.

.1 Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian’s Contract with the Owner, whichever is shorter, a non exclusive right, privilege, and license to Gordian’s proprietary JOC System and related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of executing Contractor’s responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian’s JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian’s Contract with the Owner expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

.2 Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party’s making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

.3 The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

.4 In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

14.2 RIGHTS IN LAND AND IMPROVEMENTS

14.2.1 Nothing in the Contract shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the physical limits of the Project for any purpose whatsoever, either with or without compensation, nor act in conflict with any agreement between Owner and any owner, former owner, or tenant of such land, structure, or building.
14.2.2 Contractor must not occupy Owner's property outside the Project limits as shown on the Plans or on maps available in Owner's offices, unless Contractor enters into a written agreement with Owner.

END ARTICLE 14

END DOCUMENT 00700
SUPPLEMENTAL GENERAL CONDITIONS

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END OF TABLE OF ARTICLES
General
The following Supplemental General Conditions contain additions, changes, and deletions that supersede the General Conditions and apply only to the Job Order Contract.

ARTICLE 1 – GENERAL PROVISIONS

1.1 ABBREVIATIONS:
The following will be added to Section 1.1 ABBREVIATIONS:

1.1.1 JOC – Job Order Contract
1.1.2 JO – Job Order
1.1.3 DSW – Detailed Scope of Work
1.1.4 RFJP – Request for Job Order Proposal
1.1.5 CTC – Construction Task Catalog
1.1.6 NPP – Non-Prepriced

1.2 DEFINITIONS:
The Following Changes and Additions revise to Section 1.2 DEFINITIONS:

1.2.1 Adjustment Factor: The Contractor’s competitively bid price adjustment to the Unit Prices as published in the Construction Task Catalog. Contractors must bid four Adjustment Factors, one set for work to be accomplished during Normal Working and Other than Normal Working Hours for Non-Secured Facilities and one set for Normal Working and Other than Normal Working Hours for Secured Facilities. All Adjustment Factors are expressed as a multiplicative increase or decrease from the published prices in the Construction Task Catalog.

1.2.2 Award Criteria Figure: The composite Adjustment Factor, used to determine the low bid, as determined on the basis of the Award Criteria Figure Formula provided in the Bid Form.

1.2.3 Construction Task Catalog: A comprehensive listing of construction related specific repair or refurbishment tasks together with a specific unit of measurement and a Unit Price. (Also referred to as the ‘CTC’.)

1.2.4 Detention Facilities Adjustment Factors: Adjustment Factors that apply when Job Order Work is performed within a secured area of the Department of Corrections Main Jail North/South, Elmwood Correctional Facility, and Juvenile Probation and Juvenile Hall.

1.2.5 Detailed Scope of Work: The complete description of services to be provided by the Contractor pursuant to an individual Job Order. The Detailed Scope of Work will include documentation for a given project. Documentation may include a narrative description of the Work, partial design documents, or full design documents, depending on the complexity of the specific project. (Also referred to as ‘DSW’.)

1.2.6 General Facilities Adjustment Factors: Adjustment Factors that apply when Job Order Work is performed in all locations other than those defined by Detention Facilities Adjustment Factors.

1.2.7 Job Order: A document signed by the County that describes Work to be accomplished. The County has sole discretion to determine the number and scope of Job Orders issued. Each Job Order will include a Detailed Scope of Work, a firm fixed price, a time duration for the completion of the Work and any
special conditions that might apply to that specific Job Order, such as Liquidated Damages. (Also referred to as ‘Project’).

1.2.8 **Job Order Price Proposal:** A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

1.2.9 **Job Order Proposal:** The documents prepared by the Contractor stating a firm fixed price to perform a specific Detailed Scope of Work. The Job Order Proposal includes shop drawings and sketches, permits and submittals as necessary, a detailed Job Order Price Proposal comprised of line items from the Construction Task Catalog®, supporting documentation for any Non Pre-priced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the County prior to the issuance of a Job Order. (Also referred to as Proposal).

1.2.10 **Job Order Plans:** The graphic and pictorial portions of the Job Order as defined in the Detailed Scope of Work, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with “Drawings”, “Contract Drawings”, and “Plans”.

1.2.11 **Job Order (Task) Specifications:** Description of the manner of performing the Work, the quantities, qualities and types of materials to be furnished.

1.2.12 **Joint Scope Meeting:** Meeting at the project site attended by the County and the Contractor to jointly scope the Work before the Detailed Scope of Work is finalized.

1.2.13 **Non-Prepriced Tasks:** Units of Work that are not included in the Construction Task Catalog but which are within the general scope and intent of this Contract. (Also referred to as ‘NPP’).

1.2.14 **Normal Working Hours:** Standard Shift Work between the Hours of Work between 6:00 AM and 6:00 PM, Monday thru Friday.

1.2.15 **Other than Normal Working Hours:** Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays.

1.2.16 **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

1.2.17 **Request for Job Order Proposal:** The County’s formal request for the Contractor to provide a Job Order Proposal for the Detailed Scope of Work referenced therein. (Also referred to as ‘RFJP’).

1.2.18 **Supplemental Job Order:** A written agreement entered into after the award of the initial Job Order that alters or amends the Job Order. Changes in the Work requested are accomplished by the issuance of a Supplemental Job Order. Changes involving extensions of Job Order Completion Time, and additive or deductive changes are accomplished by issuance of a Supplemental Job Order to the original Job Order.

1.2.19 **Task Specifications:** Description of the manner of performing the Work, the quantities, qualities and types of materials to be furnished.

1.2.20 **Unit Price:** The price published in the Construction Task Catalog® for a construction related specific repair or refurbishment task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and
1.3 CONFLICTS IN THE CONTRACT DOCUMENTS

The following paragraph replaces Section 1.6.1 CONFLICTS IN THE CONTRACT DOCUMENTS:

The Contract Documents are intended to be complementary, and to describe and provide for a complete Work. The Following order of precedence governs the interpretation of the Contract Documents.

.1 Agreement
.2 Addenda (later takes precedence over earlier)
.3 Job Order (Including Detailed Scopes of Work and Requests for Proposal)
.4 Job Order plans
.5 Project Manual (IFB/RFP)
.6 Supplemental General Conditions
.7 Construction Task Catalog®
.8 The General Conditions and Requirements
.9 Technical Specifications
.10 Task Specifications

ARTICLE 2 — ADMINISTRATION OF THE CONTRACT

2.1 INFORMATION AND/OR SERVICES FURNISHED BY OWNER

The following paragraph is added as 2.2.3 to Section 2.2 INFORMATION AND/OR SERVICES FURNISHED BY OWNER:

County-furnished internet program will be provided to the Contractor for the posting of Job Order Scopes for subcontractors and the preparation of Job Order Price Proposals in response to County issued Request for Job Order Proposals. This program contains an electronic version (copy) of the Construction Task Catalog, which can be accessed on the Contractor’s computer system to locate and select desired items from the CTC. Once the desired items are selected, the software provides for selection of quantities and based on the selected quantities, extends and totals CTC costs for each Job Order price Proposal. The program permits introduction of Non-Prepriced Tasks and the application of the Adjustment Factors. The Program will also interface with the eGordian 'Tools for Contractors and Subcontractors' website. The installation and maintenance of the software is the responsibility of the County.
2.2 ADMINISTRATION OF THE CONTRACT

The following paragraphs are added to the end of Section 2.3 ADMINISTRATION OF THE CONTRACT:

2.3.1 All work is to be performed at Journeyman level for the trade required and as specified in the Job Order Contract Technical Specifications CSI 01 – 48 manuals found on the CD provided to the Contractor at the pre-bid meeting.

2.3.2 The scope of required Work will be determined by the Detailed Scopes of Work stated in each individual Job Order. All costs incurred with preparing Job Order Proposals are the sole responsibility of the Contractor.

2.3.3. Contractor will perform Work only as authorized by Job Orders issued by the County in accordance with the ‘Administration of Job Orders’. The Contractor must perform all Job Orders up to and including the Maximum Contract Value. The County must order at least the Minimum Contract Value.

2.3.4 The Contractor must provide all pricing, management, stamped or unstamped design drawings, shop drawings, documents, labor, materials, parts (to include system components), transportation, plant, supervision, and equipment needed to perform each Job Order. The Contractor must provide quality assurance as specified in strict accordance with the Contract.

2.3.5 In addition to the tasks and requirements stated in the Construction Task Catalog®, Technical Specifications CSI 01 through 48 and Task Specifications, the County may require Non Pre-priced Tasks incidental to work described in the Job Order. The parties will price these Non Pre-priced Tasks in accordance with the procedures set forth in the ‘Administration of Job Orders’.

2.3.6 Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

2.3.7 As Directed by the County the Contractor will provide incidental architectural or engineering design services in accordance with applicable State laws and the County’s insurance and indemnification requirements. All documents are subject to review and approval of the County. The County may require that design documents be prepared and provided in Computer Aided Design (CAD) format. Any cost for this work is included in the Contractor’s Adjustment Factor.

2.3.8 Each Job Order will be prepared under the direction of the County.

2.3.9 The Owner may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

1. Rotational selection among all Contractors, unless otherwise determined by the Owner.

2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
5. Price, as it relates to the Owner’s independent cost estimate
6. Contractor’s responsiveness to the Owner on Job Orders.
7. Other appropriate criteria as deemed in the best interest of the Owner.

2.1.10 County staff will notify the Contractor in writing of a Joint Scope Meeting to discuss a potential Job Order.

2.3.11 Prior to the Joint Scope Meeting, the County will provide the Contractor with all appropriate information and documentation, if any, pertaining to the potential Job Order. The Contractor and their primary trade(s) will participate in the Joint Scope Meeting and visit the proposed site with County staff. At the Joint Scope Meeting the following items will be discussed:

1. Job Order number and title
2. Existing site conditions
3. Presence of Hazardous Materials
4. Methods and alternatives for accomplishing work and value engineering
5. Definition and refinement of requirements
6. General Scope of Work
7. Requirements for stamped & unstamped design drawings, sketches, submittals, catalogue cuts, samples, shop drawings, etc.
8. Tentative construction schedule (bar chart or critical path method schedule)
9. Liquidated damages if appropriate
10. Preliminary quantity estimates
11. Staging areas, site access and protocol for admission
12. Special conditions regarding unique facility operations and hours of operation
13. Safety requirements
14. Special insurance requirements
15. Job Order Proposal due date

2.3.12 Making information available to Contractor is not to be construed in any way as a waiver of the aforesaid provisions, and Contractor must satisfy themselves through their own investigations as to conditions to be encountered.

2.3.13 Where investigation of subsurface conditions has been made by Owner in respect to foundation or other design, Contractor may inspect Owner's records of such investigation, including examination of samples and drill cores, if any.

2.3.14 When logs of test borings indicating a record of the data obtained by Owner's investigation of subsurface conditions are made available, said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of bidders.

2.3.15 Investigation of subsurface conditions is made for the purpose of design, and Owner assumes no responsibility, whatsoever, in respect to the sufficiency of test borings, accuracy of the log of test borings, or other preliminary investigations, or in the interpretation thereof. There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered.

2.3.16 Upon completion of the joint scoping process, the County will issue a Request for
Job Order Proposal and a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. If Liquidated Damages will be applied to the Job Order, the County Representative will provide the appropriate information in the Request for Job Order Proposal or Detailed Scope of Work. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the Job Order Proposal. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

The Job Order Price Proposal shall be based on and the CTC line items associated with the Detailed Scope of Work, the unit of measure and the accurate quantities. Failure to provide accurate Job Order Proposals based on this criteria and/or Non Pre-priced as defined, shall be cause for Non-compliance with the contract requirements.

2.3.17 The Contractor is required to post from eGordian® a Detailed Scope of Work and associated subcontractor trade list on the eGordian® website, http://www.egordian.com/ ‘Tools for Contractors and Subcontractors’, within three working days of the issuance of the Request for Job Order Proposal and Detailed Scope of Work.

2.3.18 Job Order Proposal Development
The Contractor will prepare Proposals in accordance with the following:

.1 Pre-priced Tasks: The Contractor will identify the task and quantities required from the Construction Task Catalog® (CTC). The Unit Price set forth in the CTC serves as the base price. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

.2 Non Pre-priced Tasks (NPP): Non Pre-priced Tasks, if any, must be separately identified in the Proposal. These tasks are not set forth in the Construction Task Catalog®. Information submitted in support of Non Pre-priced Tasks includes, but is not be limited to, the following:

.a Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.
.b Work schedule.
.c Cost data will include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the task. Unless otherwise directed by the County, cost data will be submitted demonstrating that the Contractor sought and received three price quotes. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. The Contractor will provide an installed Unit Price (or demolition price if appropriate) which will include all costs required to accomplish the Non Pre-priced Task.
.d The final price submitted for Non Pre-priced Tasks which are performed by the Contractor will be according to the following formula:
Contractor Performed Duties

A = The number of hours for each labor classification and hourly rates
B = Equipment costs (other than small tools)
C = Three independent quotes for all materials

Total Cost for self-performed work = (A+B+C) x 4% Adjustment Factor (Only if A & B cannot be priced out of the CTC)

For Work performed by Subcontractors:

If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the County’s approval as to why three quotes cannot be submitted.

D = Subcontractor Costs (supported by three quotes)

Total Costs of Non Pre-Priced Task = D x 4% Adjustment Factor

e Following approval by the County of a Non Pre-priced Task, the Non Pre-priced Task Unit Price will be entered into the computer data base and fixed as a permanent Pre-priced task which will no longer require price justification.

f The total extended price for the Non Pre-priced Task will be determined by multiplying the task Unit Price by the quantity required. The price offered in the Job Order Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.00 (one).

g If a Pre-priced Task is present in the CTC, it must be used in the formulation of the Job Order Price Proposal. Immaterial differences between the proposed Work and description of a Pre-Priced Task are not a basis for classifying a Task as Non Pre-priced. Owner’s Project Manager’s determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task is final, binding and conclusive upon the Contractor.

h Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed $1,000.

.3 The Contractor's Job Order Proposal must include support documentation to indicate that adequate engineering and planning for the Job Order has been done, and that the tasks proposed are reasonable for the Work to be performed. Documentation to be submitted with the Job Order Proposal must include, but not be limited to:

a. Job Order Price Proposal
b. Stamped & unstamped design drawings, calculations, specifications if required
c. Catalog cuts
d. Subcontractor and material supplier list
e. Construction schedule
f. Special Insurance
g. For special equipment a copy of the warranty document may be required.
h. Notification of Foreign Material (General Conditions 3.39.4)

Contractor's Job Order Proposal must be submitted by the date indicated on the RFJP. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, adequate time will be provided for preparation and submittal of the necessary documents and the Job Order Proposal. In urgent situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly.

2.2.19 Review of Job Order Proposal

.1 The County reserves the right to reject a Job Order Proposal for any reason. The County also reserves the right not to issue a Job Order if that is determined to be in the best interests of the County to do so or if the proposed cost exceeds the County's estimate. In these instances, the Contractor has no entitlement to reimbursement for Job Order Proposal preparation expenses including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner. The County may pursue the performance of any Work by other means.

.2 By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include all necessary Pre-priced and Non Pre-priced tasks and quantities in the Job Order Price Proposal prior to delivering it to the County.

.3 The County will evaluate the entire Job Order Proposal, including the correct tasks and quantities, and determine if the Contractor proposes to accomplish the Detailed Scope of Work in a manner acceptable to the County.

.4 The County will evaluate the entire Job Order Proposal, including the correct tasks and quantities, and determine if the Contractor proposes to accomplish the Detailed Scope of Work in a manner acceptable to the County.

2.2.20 Issuance of the Job Order

1. A Job Order signed by the County will be provided to the Contractor. Each Job Order will include a Detailed Scope of Work, a firm fixed price, a time duration for the completion of the Work, and any special
conditions that might apply to that specific Job Order, such as Liquidated Damages. After the County issues a Job Order the Contractor’s Detailed Job Order Price Proposal is of no significance. The Detailed Scope of Work becomes the Final Scope of Work. The Final Scope of Work defines the requirements of the Job Order. All provisions of this Contract are applicable to each Job Order. Job Orders will be written on an appropriate form.

2. The County may direct the Contractor to undertake and possibly complete urgent work prior to the issuance of a Job Order. The Contractor will be compensated in accordance with the provisions of this Contract. In such emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

2.2.21 Unilateral Job Order.

If the Contractor has failed to submit a Job Order Proposal or the parties fail to reach an agreement, the County may issue a Unilateral Job Order. Compensation for the Work shall be in accordance with the CTC and terms and conditions of the Contract Documents. The Contractor must commence any work issued under a Unilateral Job Order in the time stated in the Job Order. Failure to commence Work may result in termination of this Contract for cause under 2.4.2. The issuance of a Unilateral Job Order will not prejudice any of the Contractor’s rights to make claims or appeal disputed matters.

2.2.22 Computer and Communications Equipment Requirements

The Contractor must maintain in an operational condition, a computer system capable of operating the software supplied by the County.
Using The Construction Task Catalog®

☐ Labor costs include time lost for normal work breaks, layout, measuring and cutting to fit, cleanup of regular construction debris, inspection, per compliance, job meetings and start-up.

EQUIPMENT COSTS:

☐ Equipment costs include all equipment required to accomplish the task including rigging and mobilization, except large equipment (e.g. crane, pile drivers, bulldozers, excavators, backhoes, bobcats etc.) which exclude mobilization.

☐ Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

MATERIAL COSTS:

☐ Material costs include the cost of the material be installed and all incidentals and accessories integral to the installation.

☐ Material costs include manufacturer's and fabricator's shop drawings.

☐ Material costs for roofing, drywall, VCT, carpet, covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. This list is intended to be all inclusive, but descriptive of types of construction materials that are typical and sold in standard lengths, sizes and weights.

Complete and In-Place Construction:

☐ Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.

☐ Unit Prices include delivery, unloading and storage, materials, tools and equipment on-site; moving materials, tools and equipment from storage area truck up to 2 ½ stories (2 stories with an attic) within 125' to reach the site.
Using The Construction Task Catalog®

- Unit prices exclude moving material and equipment greater than 2 ½ stories and handling material and equipment more than 125’ (See 01661900).
- Unit prices for imported materials (aggregate, sand, soil, etc.) include delivery up to 15 miles from the closest approved source.
- Unit prices include all fasteners such as anchor bolts, lag bolts, screws, adhesive, wedge anchors, expansion bolts, roofing clips (excluding hurricane clips) that are required. Fasteners listed separately in the CTC are for use with Owner furnished material and equipment or relocating or reinstalling existing material and equipment.
- Unit prices exclude more substantial mounting material such as threaded rod or angle iron unless the task description states otherwise.
- Unit prices for doors and windows, duct work, plumbing fixtures, seamless floors, countertops, flashing, pitch pockets, skylights, curbs, roofing, etc. include sealant and caulking.
- Unit prices include testing, calibration, balancing and the like required to ensure proper installation, construction and performance (e.g. compaction test for backfill, balancing of heating ventilation and air conditioning, pneumatic or hydrostatic testing, soaping of joints, disinfection and flushing, others as required). Use of owner supplied materials, equipment or tying into existing equipment/piping may justify testing, balancing, etc.

Demolition:

- Unit prices for demolition include all labor, equipment and material required for the complete removal of the required items; clean-up of the area; and transferring down 2 ½ stories and within 125′ of the site into a truck or dumpster for debris or to a designated area for owner requested items.
- Unit prices for demolition exclude costs for hauling (See 01741900), dump fees (See 01741900), dumpsters (See 01741900), trash chutes (See 01741900), and handling materials more than 2 ½ stories or more than 125′ from the site (See 01661900), unless the task description states otherwise.
- If the item being demolished is attached to another item being removed and can be removed as one item, then that item shall not be priced as a separate demolition task, unless the component alone must be demolished to accomplish the task (e.g. demolition of pipe includes pipe fittings unless the fitting must be demolished separately to accomplish the task; demolition of a wood door includes hinges, hardware, closures, kick plates, etc.).
- The description "replace" includes the demolition of the existing item and the installation of the new item.
- The descriptions "remove and relocate" or "remove and reinstall" includes the removal, cleaning of item and installation of the existing item in either the same location or another location.
- The description "reinstall" includes the cleaning and installation of the existing item.
- Salvageable materials remain the property of the Owner and shall be turned over as directed when specified in the Job Order.

The Adjustment Factors Include:

BUSINESS COSTS:

- Overhead costs, including, unless specifically excluded in the Contract Documents, but not limited to:
  - home office overhead
  - insurance, bonds, and indemnification
  - project meetings, training, management and supervision
  - mobilization and close-out for the contract and each Job Order and
  - project office staff and equipment.
- Profit.
Using The Construction Task Catalog\

☑ Subcontractor’s overhead and profit.
☑ All taxes for which a waiver is not available including material sales tax and equipment rental.
☑ Employee or Subcontractor’s wage rates that exceed the prevailing wage rates.
☑ Fringe benefits, payroll taxes, worker’s compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
☑ Cost of financing the work.
☑ Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

CONSTRUCTION RELATED COSTS:
☑ Services required to obtain filings and permits.
☑ Preparation and modification of proposals, sketches, drawings, submittals, as-built drawings, CADD drawings, microfilm, and other project records.
☑ Incidental engineering and architectural services.
☑ Office trailer and portable toilets for Contractor’s use.
☑ Construction vehicles such as pick-up trucks, utility trucks, vans, flat bed trucks, tractors, trailers, etc.
☑ Storage devices or items such as gang boxes and containers for Contractor’s tools, equipment and materials.
☑ Personnel safety equipment (hard hats, ropes, harness, etc.) and basic safety signage, railings, minor barricades, tape, roping, cable, markings, cones, etc.
☑ Meeting Owner security requirements.
☑ Excess waste including roofing, drywall, VCT, carpet, wall covering, ceiling tile, pipe, conduit, siding, concrete, etc. This list is not intended to be all inclusive, but descriptive of the types of construction materials that are typically sold in standard lengths, sizes and weights.

☑ Removing and returning Owner’s furniture; furnishings (chairs, tables, pictures, etc. excluding modular furniture, wall or ceiling attic or fastened devices or furnishings, safes or of furniture requiring disassembly).
☑ Protection of all surfaces including those not in scope of work from construction dust, debris damage during construction up until final acceptance. The methods of protection include plastic, paper, sealing doors or windows, etc. the Contractor’s responsibility.
☑ Daily clean-up.
☑ Final professional project clean-up.
☑ Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
☑ Costs resulting from productivity loss.
☑ Working in extreme temperatures (below or above normal) or adverse conditions such as excess rain, wind, sleet or snow.
☑ Differences in project size; complexity and location.
☑ All costs for other than discreet items of work specifically required to complete a particular Job Order.

PRICE VARIATIONS:
☑ Contractors may find differences in labor, equipment and material costs due to certain economic factors. Variations in labor cost can result from labor efficiency, labor restrictions, working conditions and local work rules. Variations in material costs can also result from the quantity of material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.
☑ While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit price and to calculate their Adjusted Fact accordingly, prior to bidding.

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GENERAL COSTS:

☒ This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor's Adjustment Factor as defined in the Contract.

☒ The only compensation to be paid to a Contractor for the unit price tasks will be:

<table>
<thead>
<tr>
<th>Published Unit Price</th>
<th>X</th>
<th>Installation (or Demolition)</th>
<th>X</th>
<th>Appropriate Adjustment Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☒ No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

ASSEMBLIES:

☒ Assembly unit prices take precedence over individual component pricing.

TESTING:

☒ Contractor will be paid for testing existing material, as required by the technical specifications and as directed by the Owner (record tests) at the unit price for the appropriate task. The cost of process quality control testing routinely performed by the Contractor is included in the unit prices for the individual tasks.

MISCELLANEOUS:

☒ For the purpose of quantity discounts, quantities are calculated on a per project basis. The quantity discount applies to the total quantity so determined.

☒ Whenever there are alternative tasks that may be selected to complete work the Contractor shall select the most practical and economical tasks available (e.g. rental of equipment by weeks or months rather than days or painting by roller or spray rather than brush).

☒ Restricted Working Space is defined as any area with less than 3' vertical or horizontal clearance and includes areas such as crawl spaces, ceiling plenums where the grid is not removed, narrow piping tunnels, and equipment rooms where the space to install the new work is congested as a result of equipment and piping placement that meet these dimensional restrictions. A Restricted Working Space modifier is available for certain mechanical piping and piping accessories tasks and for certain electrical conduit and conduit accessories tasks. Only those tasks with a modifier for Restricted Working Space are eligible for a price adjustment, and then only if the modifier applies to the contemplated tasks. A non pre-priced task will not be allowed because of Restricted Working Space for any CTC task.

☒ Confined Working Space is defined according to the OSHA definition 29 CFR 1926.21(b)(6)(i): "Any space having limited means of egress, which is
subject to accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere, including, but not limited to, storage tanks, process vessels, bins, boilers, ventilation and exhaust duct, sewers, underground vaults, tunnels, pipelines and open top spaces more than 4 feet in depth such as pits and tubes." The Contractor shall conform to all OSHA and Owner requirements for working in Confined Working Spaces. Required ventilation and air monitoring equipment tasks shall be priced from the CTC.

Whenever a material, article or piece of equipment is identified in the CTC or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, or make, the identification is intended to establish a standard. Any material, article or equipment of another manufacturer or vendor which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Owner, the material, article or equipment so proposed is of equal quality, substance and function. The Contractor shall not provide, furnish or install any proposed material, article or equipment without the prior written approval of the Owner. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

SPECIFICATIONS:

Specifications for tasks shall be interpreted as follows: All labor, material, equipment, spare parts, services, and work required by a specification shall be considered part of the unit price, unless the task description or technical specifications state otherwise.

UNIT OF MEASURE DEFINITIONS:

ACR – Acre, BAG – Bag, BBL – Barrel, BCY - B(\textsuperscript{3})
(In-place) Cubic Yards, BF - Board Foot, BOX - I (each), BTU - British Thermal Unit, C - One Hundred Cubic Feet, CCF - One Hundred Cubic Feet, CCY - Compact Cubic Yards, CF - Cubic Foot, CFM - Cubic Feet Per Minute, CL - Cubic Inch, CLF - One Hundred Lin Feet, CSF - One Hundred Square Feet, CSY - Hund Square Yards, CWT - Hundred Weight, CY - Cu Yard, CYM - Cubic Yard Mile, DAY - Day, DRM - Dr (each), EA - Each, FLR - Floor (Per Floor), FT - Ft, GAL - Gallon, GSF - Ground Square Foot, HR - Hr, HWT - Hundred Carton Weight, HYR - Half Year, I Inch, JOB - Job, LAN - Lane, LB - Pound, LC - Loose (Excavated) Cubic Yards, LF - Linear Foot, L - Linear Feet Per Day, LIT - Liter, LOT - Lot, MB - One Thousand Board Feet, MBH - One Thousand British Thermal Units, MCF - One Thousand Cubic Feet, MF3 - One Thousand Cubic Feet Per Min, MGL - One Thousand Gallons, MI – Mile, MLF - C Thousand Linear Feet, MO - Month, MSF - C Thousand Square Feet, MSY - One Thousand Squ Yards, MT - Metric Ton, MKT - Metric Ton Kilome M2 - Square Meter, M3K - Cubic Meter Kilometer, N – Note, OPN - Opening, OUT - Outlet or Output (each), OZ - Ounce, PKG - Package, PNT - Point, PR - P QT - Quart, ROL - Roll (each), ROM - Room, ROV Row, RSR - Riser (Per Rise), SEA - Seat, SET - S SF - Square Foot, SHT - Sheel, SI - Square Inch, ST Stop (each), SQ - Square or One Hundred Square Feet SY - Square Yard, SYI - Inches per Square Yard, TI - Tons per Mile, TON – Ton, TRK - Truck Load, U United Inch, UNT – Unit, VLF - Vertical Linear Foot, W – Week, YD – Yard, YR – Year
**MATERIAL WEIGHTS:**

**EARTHEEN MATERIAL**

- The following engineering values for establishing shrink/swell factors shall be used unless otherwise directed by the Owner.

<table>
<thead>
<tr>
<th>Material</th>
<th>Material Weight (Lbs Per CY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>In-place (Bank)</td>
</tr>
<tr>
<td>Earth, Common (Average)</td>
<td>3170</td>
</tr>
<tr>
<td>Sand</td>
<td>2880</td>
</tr>
<tr>
<td>Earth, Rock Mix. (75% E/ 25% R)</td>
<td>3380</td>
</tr>
<tr>
<td>Earth, Rock Mix. (50% E/50% R)</td>
<td>3750</td>
</tr>
<tr>
<td>Earth, Rock Mix. (25% E/ 75% R)</td>
<td>4120</td>
</tr>
<tr>
<td>Gravel (Average)</td>
<td>3280</td>
</tr>
<tr>
<td>Limestone</td>
<td>4380</td>
</tr>
<tr>
<td>Riprap Rock (Average)</td>
<td>4500</td>
</tr>
<tr>
<td>Granite</td>
<td>4540</td>
</tr>
<tr>
<td>Basalt</td>
<td>4950</td>
</tr>
<tr>
<td>Clay</td>
<td>3220</td>
</tr>
<tr>
<td>Gneiss</td>
<td>4550</td>
</tr>
</tbody>
</table>

**BULK FACTORS FOR DEMOLITION:**

- The following bulk factors shall be used to calculate the volume of demolished material to be transported from the site, unless otherwise directed by the Owner.
  - Asphalt = 1.25
  - Concrete = 1.40

**CONVERSIONS:**

- 1 Acre = 43,560 Square Feet = 4046.8 Square Meters
- 1 Board Foot = 12" x 12" x 1" = 144 Cubic Inches
- 1 Centimeter = 0.3937 Inches = 0.0328 Feet
- 1 Cubic Foot = 0.03704 Cubic Yards = 0.02832 Cubic Meters
**STANDARD GEOMETRY:**

**Circle**
- Circumference = \(2\pi \text{ radius} = \pi \text{ diameter}\)
- Area = \(\pi \text{ radius}^2 = \pi \left(\text{diameter}^2 / 4\right)\)

**Cylinder**
- Volume = \((\pi \text{ radius}^2)\text{height}\)
- Surface Area = \(2\pi \text{ radius}^2 + (2\pi \text{ radius})\text{height}\)

**Sphere**
- Volume = \((4\pi \text{ radius}^3) / 3\)
- Surface Area = \(4\pi \text{ radius}^2\)

\[\pi = 3.14159\]

**United Inch**
- The industry standard for measuring windows is the United Inch or UI. The UI is determined by adding the width and the height in inches

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**TRADEMARKS**

- Gordian JOC Solution, JOC Complete Solution Plus, PROGEN, eGord, ezIQC, Construction Task Catalog, Catalog Construction Tasks, DMAP, The Standard for Order Contracting and 6 Phase Development Implementation Process are either registered trademarks or trademarks of The Gordian Grp Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.
SEE ATTACHED EXHIBIT B-1

END DOCUMENT 00850
INSURANCE REQUIREMENTS FOR
CONSTRUCTION CONTRACTS

Indemnity

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier must accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

1. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.
2. When surety bonds are required, they shall be issued by companies that meet the following minimum requirements:

   a. For projects in excess of $250,000:

      1. A California admitted surety with either a current A.M. Best rating of A IV or a current Standard and Poors (S&P) rating of A.

         OR

      2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

         OR

      3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

   b. For projects under $250,000:

      1. A California admitted surety with either a current A.M. Best rating of B or a current Standard and Poors (S&P) rating of BB.

         OR

      2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

         OR

      3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

* California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide: 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so, within 10 calendar days of receipt of a request to submit the instrument; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, within 10 calendar days of receipt of a request to submit the copy; 3) a certificate from County Clerk of Santa Clara County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended, within 10 calendar days of receipt of the certificate; 4) copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10, within 10 calendar days of receipt of a request to submit the statements.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.
D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Products/Completed Operations aggregate ** - $2,000,000
   d. Personal Injury - $1,000,000

   A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:
   a. Premises and Operations
   b. **Products/Completed Operations with limits of two million dollars ($2,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the County. For contracts whose maximum value is less than $80,000, Products/Completed Operations limits shall be one million dollars ($1,000,000) and two (2) years.
   c. Contractual Liability expressly including liability assumed under this Agreement. If the Contractor is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.
   d. Personal Injury liability
   e. Owners' and Contractors' Protective liability
   f. Severability of interest
   g. Explosion, Collapse, and Underground Hazards (X, C and U)
   h. Broad Form Property Damage liability

3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:
   a. Additional Insured Endorsement, which shall read:
“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

b. **Contractual Liability Endorsement:**

   Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

c. **X C & U (Explosion, Collapse and Underground) Endorsement:**

   Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. **Claims Made Coverage**

   If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

   a. Policy retroactive date coincides with or precedes the Contractor’s start of work (including subsequent policies purchased as renewals or replacements).

   b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.

   c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.

   d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
5. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. **Workers’ Compensation and Employer's Liability Insurance**
   
a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

7. **Contractors’ Equipment Insurance**

On an "all risk" basis covering equipment owned, leased, or used by the Contractor. If the total value of equipment is less than $100,000 Contractor may self-insure this exposure. If total equipment value is $100,000 or more, insurance is required. Such insurance shall include an insurer's waiver of subrogation in favor of the County. Contractor shall hold harmless the County for any loss or damage to the Contractor’s equipment. This coverage may be waived by the Insurance Manager, but the Contractor hereby releases and holds harmless the County for any loss or damages to its equipment.

8. **Builder’s Risk Insurance**

The County shall provide Builder’s Risk insurance (first party property insurance) on an all risk basis including flood with a limit of no less than the full replacement value of the work, and covering the work and all materials incorporated therein, and insuring the interests of the County, Contractor, and subcontractors. Insurance shall contain insurer's waiver of subrogation in favor of the Contractor and subcontractors. The Contractor shall be responsible for the first $50,000 of any loss. The County’s provision of Builder’s risk insurance is an economic convenience to the County, and does not change or revise the Contractor’s responsibility for the Work until County Acceptance, including but not limited to, losses that may exceed the insurance limits. Contractor may secure additional insurance, in Contractor’s sole and absolute discretion, and Contractor must include the cost of such insurance in Contractor’s bid.
E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Bond Requirements

1. Contract Bonds - Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto.

   Each bond shall be signed by both Contractor and the sureties.

   a) The "payment bond for public works" shall be in an amount of one hundred percent (100%) of the Contract price, as determined from the prices in the bid form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.

   b) The "performance bond" shall be in an amount of one hundred percent (100%) of the Contract price as determined from the prices in the bid form, and shall insure the faithful performance by Contractor of all work under
the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

Should any surety or sureties be deemed unsatisfactory at any time by the County notice will be given Contractor to that effect and Contractor shall forthwith substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the contract bonds.

2. Fidelity Bonds – Required only if contractor will be receiving advanced funds or payments. Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

CERTIFICATION HOLDER TO READ:
County of Santa Clara
Insurance Compliance
P.O. Box 100085-ZB
Duluth, GA 30096
**ABBREVIATIONS**

In addition to abbreviations indicated on the Drawings, references in the Project Manual to codes, regulations, trade associations, technical societies, recognized authorities, and other institutions may include the following organizations, which are sometimes referred to only by corresponding abbreviation. Not all abbreviations are listed and not all listed abbreviations are used. Unless otherwise specifically defined in the Contract Documents, when the following abbreviations are used, the intent and meaning will be interpreted as follows:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association</td>
</tr>
<tr>
<td>AABC</td>
<td>Associated Air Balance Council</td>
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<td>AAMA</td>
<td>Architectural Aluminum Manufacturers Association</td>
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<td>American Association of Nurserymen</td>
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<td>American Concrete Institute</td>
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<td>ACIL</td>
<td>American Council of Independent Laboratories</td>
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<td>American Concrete Pipe Association</td>
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<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
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<td>ADC</td>
<td>Air Diffusion Council</td>
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<td>AFBMA</td>
<td>Anti-Friction Bearing Manufacturers Association</td>
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<td>Alliance For Telecommunication Industry Solutions</td>
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<td>American Institute of Architects</td>
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<td>Compressed Air and Gas Institute</td>
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<td>Federal Specification of General Services Administration</td>
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<td>FTI</td>
<td>Facing Tile Institute</td>
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<td>Abbreviation</td>
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<td>GANA</td>
<td>Glass Association of North America</td>
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<td>PCI</td>
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<tr>
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<td>Plumbing and Drainage Institute</td>
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<td>Resilient Floor Covering Institute</td>
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<td>Society of Automotive Engineers</td>
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<td>West Coast Lumber Inspection Bureau</td>
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<td>Wire Reinforcement Institute</td>
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<td>WSFI</td>
<td>Wood and Synthetic Flooring Institute</td>
</tr>
<tr>
<td>WWPA</td>
<td>Western Wood Products Association</td>
</tr>
</tbody>
</table>

END OF SECTION 01090
**PART 1 - GENERAL**

1.01 SUMMARY

A. This Section includes:
   1. Part 1 - General
      a. 1.01 - Summary
      b. 1.02 - Related Documents And Sections
      c. 1.03 – Definitions
      d. 1.04 – Cost Breakdown
      e. 1.05 – Payment for Materials On-hand
      f. 1.06 – Applications for Payment
      g. 1.07 - Payment Application Form and Submission
      h. 1.08 – Administrative Submittals Required With Payment Applications

2. Part 2 – Products (Not Used)

3. Part 3 – Execution (Not Used)

4. Part 4 – Forms
   a. Cost Breakdown Form 01290F-1

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.8, “Payments”

B. Section 01450, “Contractor’s Quality Control (QC) System”

C. Section 01320, “Contractor Progress Documentation”

1.03 DEFINITIONS

A. **Materials On Hand** - Acceptable materials procured and delivered to the Project Site and suitably protected but not yet used in the Project, and at sole discretion of the Owner’s Authorized Representative, acceptable materials stored at off-site locations. All off-site storage must be in secured facilities with insurance coverages acceptable to Owner. Contractor’s surety must consent in writing to Contractor’s request for payment for materials stored off-site.

1.04 COST BREAKDOWN

A. Coordinate preparation of the Cost Breakdown with preparation of the Contractor’s Baseline Schedule.
   1. Correlate line items in the Cost Breakdown with other required administrative forms and schedules including payment request forms.
   2. Submit the Cost Breakdown to the Owner as required in Section 01320, “Contractor Progress Documentation.”

B. The Cost Breakdown must differentiate costs of labor, materials, equipment, supplies, overhead (including general conditions costs), and profit. The Cost Breakdown must cover and be cross-referenced to the activities on the Official Progress Schedule. The Cost Breakdown will be used in coordination with the Official Progress Schedule and as a basis for progress payments.

C. Mobilization cost and payment thereof is governed by Document 00700.8.2.3, “Mobilization Costs.” Separate mobilization costs must not be shown on the Cost Breakdown.

D. Except as Directed by the Owner, Submittal activities, Shop Drawing activities, and other similar general conditions administrative or engineering activities must not be cost loaded.
E. Submit Cost Breakdown information, as appropriate, for each activity on the Official Progress Schedule. Costs must be broken down, organized, and formatted as shown on Cost Breakdown Form 01290F-1 at the end of Section 01290, “Payment Procedures.”

F. Each Subcontractor’s activities must be separately identified on Cost Breakdown Form 01290F-1. The sum of the labor, materials, equipment, overhead, and profit values for the Work of each Subcontractor identified on the Cost Breakdown Form must equal the value of the Subcontract between the Contractor and the Subcontractor indicated.

G. The sum of the values of the Contractor’s activities on Cost Breakdown Form plus the sum of the values of the Subcontractors activities on the Cost Breakdown Form 01290F-1 must equal the Contract Sum for the Project.

H. Overhead (including general requirements costs), and profit must be proportionally prorated over all cost loaded activities as a fixed percentage of the value of each activity.

I. A Cost Breakdown may be rejected if in Owner’s opinion any item is unbalanced.

1.05 PAYMENT FOR MATERIALS ON HAND

A. Materials On Hand must be collected together and separated from other materials and clearly identified as property of Owner and must be accessible to Owner at all reasonable times for examination or other legal purposes.

B. For Materials On Hand to be considered for payment Contractor must request payment for them on Owner furnished or Owner Approved forms including accompanying documentation as required by Owner. Contractor must submit an original and two (2) copies to Owner not later than two weeks prior to the end of the payment application period. All accompanying documentation required by the Owner including evidence of purchase (and warehouse receipt when required) must be attached to the original. The Contractor must certify in writing that the subject materials meet the requirements of the Contract Documents.

C. The Contractor must submit and the Owner must have accepted all shop drawings and submittals for the Materials On Hand prior to the Contractor’s request for payment for said Materials On Hand.

D. The provisions allowing payment for Materials On Hand are intended to be applied to large items of equipment and construction materials of special manufacture or order for the Project.

1.06 APPLICATIONS FOR PAYMENT

A. The cut-off date (last day) for each progress payment is the last day of the month or as otherwise Directed by the Owner.

B. The period of construction Work covered by each application for payment is the period beginning the first day of the payment application period and ending with the last day of the payment application period.

C. Before the end of each payment application period, Contractor and Owner’s Project Manager will jointly review Contractor’s estimate of items of Work completed and acceptable Materials On Hand for which Contractor is requesting a progress payment. The joint review (job walk) will occur at the Project site.

D. Prior to the joint review, Contractor must provide Owner with two (2) copies of a progress estimate worksheet showing each activity on the Official Progress Schedule that has been started but is not yet complete. The worksheet will be used during the joint review to document the actual physical percentage complete of each started but uncompleted activity.

E. After the joint review, Contractor must prepare on Owner furnished or Owner Approved forms, a formal request for payment. Two (2) copies the formal request for payment must be submitted to the Owner no later than one day after the end of the payment period.

F. With the submission of the formal request for payment, Contractor must provide two (2)
copies of an updated Cost Breakdown, showing the total value, percentage completed, and earned value of each item. The updated Cost Breakdown must be submitted to Owner on Owner-furnished or Owner Approved forms.

G. Payment will be due to Contractor thirty (30) Days after receipt by Owner of a properly prepared progress payment request from the Contractor. Returned and resubmitted progress payment requests must state resubmission date.

1.07 PAYMENT APPLICATION FORM AND SUBMISSION

A. Use forms as furnished or Approved by the Owner.

B. Complete every entry on form.

C. All amounts billed must be submitted as whole dollar amounts.

D. A person authorized to sign legal documents for Contractor must sign the formal payment application.

E. The Owner will return incomplete applications “Returned Without Action.”

F. Entries must match data on the Approved Cost Breakdown.

G. Include amounts of executed Change Orders as separate line items in the Cost Breakdown.

H. Submit the signed original and one (1) copy of each application for payment to the Owner by a method ensuring receipt by Owner within 24 hours.

I. Owner will release retention in accordance with article 8.3; Contractor should not invoice Owner for retention.

1.08 ADMINISTRATIVE SUBMITTALS COINCIDING WITH PAYMENT APPLICATIONS

A. Administrative actions and submittals that must coincide with submittal of each application for payment include the following:
   1. Certified Payroll (Must be submitted within 10 Days from payment period end date.)
   2. Updated (As-Built) Record Documents (Must be updated prior to payment period end date)
   3. Updated Official Progress Schedule (Must be submitted with request for Progress Payment)
   4. Earned Value statement based on Updated Official Progress Schedule and approved Cost Breakdown (Must be submitted with request for Progress Payment)
   5. Updated Procurement Status Log (Must be submitted with request for Progress Payment)
   6. Updated Submittal Log (Must be submitted with request for Progress Payment)
   7. Monthly Report (Must be submitted within 3 days from payment period end date.)

B. Final payment application
   1. Submit, on forms furnished or Approved by the Owner, two (2) copies of a final application for payment with supporting documentation not previously submitted and accepted, including, but not limited, to the following:
      a. Evidence of completion of Project closeout requirements.
      b. Evidence that claims have been settled.
      c. Other documents as required by the Owner.
## GENERAL REQUIREMENTS

**PAYMENT PROCEDURES**

**Section 01290**

**Page 4 of 4**

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### COST BREAKDOWN FORM 01290F-1

**CONTRACTOR:**

**ADDRESS:**

**BID PACKAGE:**

**CONTRACT NUMBER:**

<table>
<thead>
<tr>
<th>CONTRACTOR/ SUBCONTRACTOR</th>
<th>*ACTIVITY NUMBER</th>
<th>ACTIVITY DESCRIPTION</th>
<th>LABOR $</th>
<th>MATERIAL $</th>
<th>EQUIPMENT $</th>
<th>**SUBCONTRACTOR OVERHEAD &amp; PROFIT @ FIXED %</th>
<th>**CONTRACTOR OVERHEAD &amp; PROFIT @ FIXED %</th>
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*Activity Number from Official Progress Schedule

**Overhead (including general requirements costs), and profit must be proportionally prorated over all cost loaded activities as a fixed percentage of the value of each activity.

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**END OF SECTION 01290**

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SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL  

1.01 SUMMARY  
A. This Section includes:  
   1. Part 1 – General  
      a. 1.01 – Summary  
      b. 1.02 - Related Documents And Sections  
      c. 1.03 – Project Manager / Superintendent Safety Training  
      d. 1.04 – Coordination  
      e. 1.05 – Pre-work Verification  
      f. 1.06 – Administrative Actions  
      g. 1.07 - Conservation  
   2. Part 2 – Products (Not Used)  
   3. Part 3 – Execution (Not Used)  
   4. Part 4 – Forms (Not Used)  

1.02 RELATED DOCUMENTS AND SECTIONS  
A. Document 00700.3, “Contractor’s Responsibilities”  
B. Section 01725, “Survey & Field Engineering” Section 01315, “Project Meetings”  
C. Section 01320, “Contractor Progress Documentation”  
D. Section 01450, “Contractor’s Quality Control (QC)”

1.03 PROJECT MANAGER / SUPERINTENDENT SAFETY TRAINING  
All Contractor Project Managers and on site Superintendents shall possess an OSHA 30 hr. Construction Safety, Outreach Training certificate that is not over 5 years old. Certificate shall be presented to the County before said Project Manager or Superintendent will be permitted to perform on this contract.

1.04 COORDINATION  
A. Contractor must not delegate Contractor’s responsibility for coordination of the Work to any Subcontractor.  
B. Contractor must provide a General Superintendent whose sole responsibility is administration of the Contractor’s Work and the coordination of the Work of the Contractor’s Subcontractors and suppliers.  
C. Contractor must provide administrative and supervisory personnel as needed or required for timely compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.  
D. Contractor must ensure that each Subcontractor provides personnel as reasonably required for management and coordination of the Subcontractor’s Work and for coordination of the Subcontractor’s Work with the Work of the entire Project.  
E. Contractor must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire Project including but not limited to:  
   1. Coordinating all aspects of the Work as required to provide the Owner with a complete and operable facility.  
   2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire Project.
3. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.

4. Coordinating the Work included in different Sections of the Project Manual that depend on each other for proper installation, connection, and operation.

5. Coordinating the Work of all Subcontractors and suppliers.

6. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.

7. Coordinating electrical/mechanical Work, particularly between general trades and mechanical/electrical trades, including the work of Owner and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly Provided and Installed as Work progresses.

8. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown or as reasonably implied by the Contract Documents.

9. Coordinating for future installation of work by others that is not included in the Contractor’s Work but is shown or specified in the Contract Documents.

10. Coordinating delivery of materials in accordance with the Official Progress Schedule.

11. Coordinating and cooperating in the timing and sequencing of Contractor’s Work with the work of other contractors or the Owner.

12. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installation.

13. Making adequate provisions to accommodate items scheduled for later installation by Contractor, Owner, or other contractors.

14. Checking the drawings of the Owner or other contractors for interferences with Contractor’s Work and promptly reporting to Owner, in writing, any potential interferences between the Contractor’s Work and the work of Owner or the work of other contractors.

15. Utilizing the Contract Documents and Owner accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.

16. Furnishing to other contractors, whose work is fitted to Contractor’s Work, Record Documents, Coordination Drawings, details, and erection drawings giving full information regarding the Fabrication, assembly, and installation of Contractor’s Work.

17. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.

18. Resolving disputes between Subcontractors.

1.05 PRE-WORK VERIFICATION

A. Prior to starting a particular type or kind of Work:

1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed;

2. CheckOwner accepted Submittals and verify dimensions at Project Site;

3. Review manufacturers instructions applicable to conditions under which Work is to be installed;

4. Inspect areas, surfaces or construction receiving the Work.
5. Report to Owner in writing and concerns, issues, or problems observed during Contractor's Pre-Work verification.

B. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory condition to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Owner shall constitute an acceptance of the previously placed construction or substrates.

1.06 ADMINISTRATIVE ACTIONS

A. Administrative actions include, but are not limited to, the following:
   1. Preparation, update, and revision of Contractor's Official Progress Schedule (See Section 01320, “Construction Progress Documentation”)
   2. Delivery and review of Submittals. (See Section 01330, “Submittal Procedures”)
   3. Project Meetings. (See Section 01315, “Project Meetings”)
   4. Project closeout activities. (See Section 01770, “Closeout Procedures”)

B. Coordinate timing of required administrative actions with construction activities and activities of Owner and other contractors to avoid conflicts and ensure orderly progress of the Work.

1.07 CONSERVATION

A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01310
SECTION 01315
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 - Related Documents
      c. 1.03 – Definitions
      d. 1.04 – Project Meetings
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS
A. Section 01320, “Construction Progress Documentation”
B. Section 01450, “Contractor’s Quality Control (QC) System”
C. Section 01500, “Temporary Facilities and Controls”
D. Section 01515, “Solid Waste Management and Recycling Plan”
E. Section 01770, “Closeout Procedures”
F. Section 01810, “General Commissioning Requirements”

1.03 DEFINITIONS
A. Decision/Action Tracking Report – A report prepared by the Contractor recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the item, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Copies of the Decision/Action tracking report must be provided to all attendees and two (2) copies must be submitted to the Owner within twenty-four (24) hours of the meetings.

1.04 PROJECT MEETINGS
A. General
   1. Contractor must inform participants of date and time of each meeting and preside at all required meetings throughout progress the Work unless otherwise Directed by Owner.
   2. Contractor must prepare agenda for all meetings and provide to all attendees prior to the meetings.
   3. Contractor must attend all meetings as required by the Contract Documents.
   4. Contractor must attend and/or conduct additional meetings as Directed by the Owner’s Project Manager.
   5. Contractor must conduct meetings and conferences at the Project Site in the Contractor’s on-site temporary job trailer, unless otherwise indicated or required by Owner.
   6. Contractor’s job trailer must contain a conference table and sufficient seating to accommodate eight (8) meeting participants.
   7. Contractor must prepare and distribute meeting minutes as required in individual sections of
the Project Manual.

8. Whether or not Contractor is responsible for the meeting minutes, Contractor must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking Report.

B. Preconstruction Conference

1. The Owner will schedule and conduct a Preconstruction Conference before starting construction but no later than 21 Days after execution of the Agreement.

2. Conference will be held at Project Site or another convenient location designated by Owner.

3. Participants:
   a. Owner’s Project Manager (Mandatory Attendance Required)
   b. Designer of Record (Mandatory Attendance Required)
   c. Contractor’s Authorized Representative (Mandatory Attendance Required)
   d. Contractor’s QC Manager (Mandatory Attendance Required) (See Section 01450.1.08.A.2.r)
   e. Major Subcontractors (Mandatory Attendance Required)
   f. Testing Laboratory Representative (See Section 01430.1.08.G)
   g. Appropriate Manufacturers
   h. Appropriate Suppliers
   i. Other interested parties

4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.

5. Agenda: Items of significance to be discussed at the meeting include:
   a. Introductions
   b. Notice To Proceed (NTP)
   c. Direction From The Owner
   d. Emergencies
   e. Required Notifications
   f. Contractor Quality Control (QC) System
   g. Testing and Inspection Laboratory
   h. Coordination
   i. Normal Hours Of Work
   j. Workplace Environment
   k. Use of Project Site
   l. Security
   m. Disruption of Owner’s Normal Operations
   n. Use Of Owner’s Facilities
   o. Temporary Facilities and Controls
   p. Accepting Material Deliveries
   q. General Correspondence
   r. Additional Detailed Instructions
s. Field Modifications
t. Requests For Information (RFI)
u. Change Orders
v. Progress Payments
w. Submittals (List of Owner’s Submittal reviewers) (Ref 01332.1.08.A)
x. Record Documents
y. Owner Furnished Contractor Installed (OFCI) Equipment
z. Procurement Issues
aa. Project Meetings
bb. Permits
c. Fire Marshal Issues
dd. Subcontractor Issues
e. Waste Management and Recycling Requirements
ff. Permanent Utilities
gg. Progress Cleaning
hh. Environmental Issues
ii. Schedule
jj. Liquidated Damages

6. The Owner will prepare meeting minutes of the Preconstruction Conference and distribute minutes to the attendees.

C. Schedule Orientation Meeting (See Section 01320.3.03, “Schedule Orientation Meeting”)

D. Solid Waste Management Plan Meeting (See Section 01515.1.05, “Solid Waste Management and Recycling Plan”)

E. Quality Control Meetings

1. Contractor must conduct and take minutes of all meetings required by Section 01450, "Contractor’s Quality Control (QC) System", including but not limited to:
   a. Coordination and Mutual Understanding Meeting (See Section 01450.1.10, "Coordination and Mutual Understanding Meeting")
   b. Recurring QC Meetings (See Section 01450.1.11, “QC Meetings”)
   c. Prepatory Phase Meetings (See Section 01450.1.12, “Three Phases of Control”)
   d. Work Phase Meetings ((See Section 01450.1.14, “QC Documentation”)

F. Progress Meetings

1. Owner’s Project Manager will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the discretion of Owner’s Project Manager, and shall be no more often than once each week. Contractor must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Contractor’s on-site field office unless the Owner’s Project Manager approves an alternate location.

2. Attendees:
   a. Owner’s Project Manager
   b. Designer of Record
   c. Contractor Authorized Representative
d. QC Manager (See Section 01450.1.08.A.2.r)
e. Appropriate Subcontractor(s)
f. Appropriate Suppliers
g. Testing Laboratory Representative (See Section 01430.1.08.G)
h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.

3. Agenda:
   a. Review and update Contractor’s Decision/Action Tracking Report from previous Progress Meeting
   b. Schedule Review
      (1) Review progress since the last meeting
      (2) Compare current progress against Official Progress Schedule
      (3) Determine how construction behind schedule will be expedited
      (4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
   c. Review present and future needs of each entity present, including the following:
      (1) Interface requirements
      (2) Sequence of operations
      (3) Status of Submittals
      (4) Status of key deliveries
      (5) Status of off-site fabrication
      (6) Site access issues
      (7) Site utilization
      (8) Temporary facilities and controls
      (9) Normal Hours of Work
   d. Progress cleaning
   e. Change Orders.

4. At a minimum, the Contractor must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report. Copies of the Decision/Action tracking report must be provided to all attendees and two (2) copies must be submitted to the Owner within twenty-four (24) hours of the meetings.

5. Closeout Conference (See Section 01770.1.04, “Closeout Conference”)

G. Commissioning Meetings (See Section 01810, “General Commissioning Requirements”)

H. Demonstration and Training Meetings (See Section 01820, “Demonstration and Training”)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01315
SECTION 01325
RECORD DOCUMENTS (As-builts)

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - Record Documents
      e. 1.05 - Concealed Work
      f. 1.06 – Maintenance of documents and samples
      g. 1.07 – Record Set
      h. 1.08 - Progress Payments
      i. 1.09 - Closeout and Acceptance of the Work
      j. 1.10 - Submittals
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.3, “Documents & Samples at the Project Site”
B. Document 00700.8.2, “Progress Payments”
C. Document 00700.13.6, "Recommendation for Acceptance"
D. Section 01290, “Payment Procedures”

1.03 DEFINITIONS
A. As-Builts - A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. As-Builts include any change or clarification to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work. (Also known as “Record Documents” or “As-Built Documents”)
B. Record Set – Project Manual, Drawings, Addenda, Change Orders, Field Modifications, Requests for Information (RFI), Submittals, Product Data, Samples, Shop Drawings, Field Test and inspection records, and Coordination Drawings located at the Project Site.

1.04 RECORD DOCUMENTS
A. As-Builts Drawings
   1. Contractor must maintain at the Project Site at least one set of As-Built Drawings indicating the actual configuration of the Project as it is constructed.
   2. The Contractor must maintain the As-Built Drawings in good and current condition and post all changes and clarifications to the As-Built Documents on a daily basis.
   3. Contractor must handle the As-Built Drawings with great care, must not use the As-Built Drawings for any other purpose, and must keep them clean and readable.
   4. The As-Built Drawings must provide sufficient detail to make it possible to correctly and easily locate, identify, and establish sizes and routing of all piping and the like, as well...
as other features of concealed Work.

5. The As-Built Drawings must indicate, by appropriate notations in the As-Built Drawings, all modifications or changes made to the Drawings by Addenda, Change Order, RFI, or Field Modification.

6. If Work is installed differently from, or in a location other than that shown on the Drawings, or if Contractor finds existing conditions to be different than indicated on the Drawings, Contractor must accurately note such variations on the As-Builts Drawings in red pencil on a daily basis as the Work progresses.

7. Label each page of the field set of the As-Built Drawings, "As Built Record Drawings" in neat large printed letters in the lower right hand corner.

8. Contractor must post to the As-Built Drawings on a daily basis all:
   a. Addenda
   b. Changer Orders
   c. Field Modifications
   d. Requests for Information
   e. Approved Product Substitutions
   f. All other details and dimensions not on the Bid Documents

B. As-Built Project Manual

1. Contractor must post to the As-Built Project Manual on a daily basis:
   a. All modifications or changes made to the Project Manual by:
      (1) Addenda
      (2) Change Order
      (3) Field Modification
      (4) Request for Information (RFI)
      (5) Approved Product Substitutions
      (6) All other information not in the Bid Documents
   b. The Products selected and used in the Work of the Project
      (1) For each Product actually Provided and/or Installed, legibly mark each section of the Project Manual to record:
         a. Manufacturer
         b. Trade name
         c. Catalog number
         d. Supplier

1.05 CONCEALED WORK

A. The As-Built Documents must indicate the locations of underground Work and Work concealed inside any construction.

B. Do not conceal any Work until required information is recorded in the As-Built Documents.

C. The specific location of all turns, centerline, invert elevations and rates of fall in underground and concealed Work must be indicated.

D. Dimensions to column lines, walls or other prominent features must be used for proper
E. Legibly mark to record actual construction:
   1. Depths of various elements of foundation in relation to finish first floor datum.
   2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
      a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
      b. Accurately locate each capped, plugged or stubbed line.
   3. Location of internal utilities and appurtenances concealed in the Work, referenced to visible and accessible features of the structure.
      a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
      b. Accurately locate each capped, plugged or stubbed line.

1.06 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store As-Built Documents in Contractor's field office apart from documents used for construction.
B. Provide files and racks for storage of As-Built Documents.
C. File Record Set documents in accordance with CSI format.
D. Maintain all documents in a clean, dry, legible condition and in good order.
E. Do not use As-Built Documents for construction purposes.
F. Make As-Built and Record Set documents available at all times for inspection by Owner's Project Manager.

1.07 RECORD SET

A. Contractor must maintain at the Project Site at least one (1) copy of the Record Set including but not limited to:
   1. Project Manual (Bid Documents)
   2. Drawings (Bid Documents)
   3. Addenda
   4. Change Orders
   5. Field Modifications
   6. Requests for Information (RFI)
   7. Submittals
   8. Product Data
   9. Samples
   10. Shop Drawings
   11. Test and inspection records
   12. Coordination Drawings
   13. Approvals from Government Agencies and regulatory authorities
   14. All Correspondence
B. Record Product Data:
   1. Maintain one copy of each Owner accepted Product Data Submittal at the Project Site.
   2. Mark-up changes in actual Work in comparison with submitted information.
      a. Include both variations in product as delivered to Project Site and variations from
         manufacturer's instructions and recommendations for installation.
      b. Give particular attention to concealed products and portions of the Work which
         cannot otherwise be readily discerned at a later date by direct observation.
   3. Note Related Change Orders, if any.

1.08 PROGRESS PAYMENTS
A. The Inspector shall review the As-Built Documents prior to and as a condition of approving
   each progress payment.

1.09 CLOSEOUT AND ACCEPTANCE OF THE WORK
A. Contractor must transfer all entries from the As-Built Documents that were maintained at the
   Project Site to a complete set of Record Documents consisting of reproducible copies of the As-
   Built Drawings and hard copies of the As-Built Project Manual.
B. Contractor must mark the drawings "As-Built Record Drawings" and mark the As-Built Project
C. Contractor must sign each drawing in the final set of As-Built Drawings and sign the cover of the
   final As-Built Project Manual.
D. In accordance with Document 00700.13.6, “Recommendation for Acceptance”, the Work
   shall not be recommended for Acceptance until Owner’s Project Manager receives
   satisfactory Record Documents from Contractor.

1.10 SUBMITTALS
A. Submit four (4) copies of all Record Documents (As-Builts)
B. Accompany submittal with a transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor’s name and address
   4. Title and number of each Record Document (As-Built)
   5. Signature of QC Manager or Contractor’s Authorized Representative
C. Samples
   1. Within fourteen (14) Days of Contractors certification of completion and request for Final
      Inspection, Owner’s Project Manager will meet with Contractor at Project Site to
      determine which, if any, of submitted samples maintained by Contractor during progress
      of the Work shall be transmitted to Owner for record purposes.
   2. Comply with Owner's instructions for packaging, identification marking, and delivery to
      Owner's sample storage space.
D. Submit evidence of compliance with the requirements of Governing Agencies and regulatory
   authorities:
   1. Certificates of Inspection:
      a. Elevators
b. Fire Marshal

2. Other Certificates:
   a. Occupancy Certificate from local building department
   b. SWPPP Notice of Termination (NOT)

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01325
SECTION 01330
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      a. 1.03 - Definitions
      b. 1.04 - Scheduling
      c. 1.05 - Deviations
      d. 1.06 - Action Submittals
      e. 1.07 - Informational Submittals
      f. 1.08 - Identification
      g. 1.09 - Certification
      h. 1.10 - Packaging, Transmittal and Distribution
      i. 1.11 - Owner or Designer of Record’s Action
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.26, “Submittals”
B. Section 01310, “Project Management and Coordination”
C. Section 01320, “Contractor Progress Documentation”
D. Section 01332, “Submittal Log”
E. Section 01450, “Contractor’s Quality Control (QC) System”
F. Section 01810, “General Commissioning Requirements”

1.03 DEFINITIONS
A. **Action Submittals** - Submittals requiring Owner or Designer of Record’s written response.

B. **Informational Submittals** - Submittals not requiring Owner or Designer of Record’s written response. (Survey notes, QC Manager’s Daily Report, Laboratory test reports, etc.)

C. **Preconstruction Submittals** - Action Submittals and Informational Submittals requiring Owner’s acceptance before Contractor may proceed with the installation of Work or the procurement of the materials and/or equipment covered by the Submittal.

1.04 SCHEDULING
A. Schedule preparation and processing of Submittals in accordance with other sections of the Contract Documents and the specific Submittal deadlines and timeframes stated below.

   1. Unless otherwise specifically stated in the Contract Documents, or specifically Approved in writing by the Owner’s Project Manager, all Preconstruction Submittals are due no later than 45 Days from the Official Start Date stated in the Notice to Proceed. (See Document 00700.3.26.1.7) General acceptance of the Contractor’s Progress Schedule, Submittal Log, or other related submittals by the Owner does not constitute specific Approval by the Owner’s Project Manager for deviation from the 45 Day cut-off date for Preconstruction Submittals.
Contractor must make a specific request in writing for each proposed deviation and the Owner's Project Manager must grant specific written Approval for each proposed deviation to the cut-off date.

2. Unless a longer period is specifically stated in the Contract Documents, allow at least 21 Days for Owner's review and return of all Submittals and resubmittals. (See Document 00700.3.26.4, "Minimum Submittal Review Times" and Section 01320.3.13.B, "Submittal Log").

1.05 DEVIATIONS

A. Specifically identify each proposed deviation from the requirements of the Contract Documents.
   1. Only making notations on the Submittal is not sufficient to satisfy this requirement. (See also Document 00700.3.26.1.5)
   2. Each proposed deviation must be clearly highlighted, encircled, noted, or otherwise clearly identified on the Submittal and individually explained in writing in the transmittal accompanying the Submittal.
   3. Making notations on the Submittal without the attached written explanation will not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents.
   4. Unless specific deviations have been noted in writing by the Contractor and specifically accepted in writing by the Owner or Designer of Record, no deviations from the requirements of the Contract Documents are permitted.

B. If a Submittal contains no proposed deviation(s) from the requirements of the Contract Documents, the Contractor must indicate on the transmittal accompanying the Submittal that the Submittal contains "No Deviations" from the requirements of the Contract Documents.

1.06 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual sections of the Project Manual.

B. Refer to Section 01332, "Submittal Log", for the number of copies to be submitted.

C. Product Data
   1. Collect information into a single Complete Submittal for each Definable Feature of Work and type of product or equipment.
   2. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
   3. Mark each copy of each Submittal to show which Products and options are applicable.
   4. Include the following information, as applicable:
      a. Manufacturer's written recommendations.
      b. Manufacturer's product specifications.
      c. Manufacturer's installation instructions.
      d. Standard color charts.
      e. Manufacturer's catalog cuts.
      f. Diagrams showing factory-installed wiring, controls and piping diagrams.
      g. Printed performance curves, performance characteristics and capacities.
      h. Operational range diagrams.
      i. Mill reports.
      j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.

l. Compliance with recognized testing agency standards.

m. Application of testing agency labels and seals.

n. Notation of coordination requirements.

o. Show wiring, piping diagrams, controls.

D. Shop Drawings

1. Preparation: Include the following information, as applicable:
   a. Dimensions.
   b. Identification of Products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Identify details by reference to Drawing and detail, schedule, or room numbers shown and specified.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" (215 by 280 mm) but no larger than 36" x 48" (914 mm x 1219 mm).

4. Contractor must review and coordinate all Subcontractors’ Shop Drawings before submission to Owner. If required or needed, Contractor must prepare and submit Coordination Drawings.

5. Submittals must be complete for each item of Work and must not be submitted piecemeal.

6. Present Shop Drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, and room numbers shown on Drawings.

E. Samples

1. Refer to Section 01332, “Submittal Log” and the Technical Specifications for the number of Samples to be submitted.

2. Each Sample must clearly note the manufacturer, trade name, product, lot style, color, model, etc., locations of use, and Contract Document reference.

F. Coordination Drawings (See also Section 01335, “Coordination Drawings”)
1. Contractor must prepare and submit drawings to demonstrate the coordination of methods, materials, equipment, plans, or sequence the Contractor proposes to use when:
   a. Coordination Drawings are specifically required by other sections of the Project Manual
   b. Limited space is available for installation of different components
   c. Coordination is required for installation of Products and materials Fabricated by separate entities
   d. The relationship of components is shown on separate Shop Drawings or Submittals.

2. Coordination Drawings must be submitted in the format required for Shop Drawings.

1.07 INFORMATIONAL SUBMITTALS

A. Prepare and submit Informational Submittals required by other section of the Project Manual.
   1. Number of Copies
      a. Refer to Section 01332, “Submittal Log”, for the number of copies to be submitted.
      b. Owner will not return copies.

B. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with the requirements of the Contract Documents. An officer or other individual authorized to sign documents on behalf of that entity must sign certificates and certifications.

C. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with the requirements of the Contract Documents.

D. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

E. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with the requirements of the Contract Documents.

F. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of Products and equipment.
   1. Comply with requirements in Section 01770, “Closeout Procedures.”
   2. Comply with the requirements of Section 01782, "Operation and Maintenance Data"
   3. Comply with the requirements of the Technical Specifications.

G. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment.
   1. Include name of product and name, address, and telephone number of manufacturer.
   2. Include the following, as applicable:
      a. Preparation of substrates.
      b. Required substrate tolerances.
      c. Sequence of installation or erection.
d. Required installation tolerances.

e. Required adjustments.

f. Recommendations for cleaning and protection.

**H. Manufacturer's Field Reports:** Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.

2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that Products at Project Site comply with the requirements of the Contract Documents.

4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, Products, and installation will affect Warranty/Guarantee.

7. Other required items indicated in individual sections of the Contract Documents.

**1.08 IDENTIFICATION**

A. Place a permanent label, or title block on each Submittal for identification.

1. The label or title block must include:

   a. Project name and number

   b. Date

   c. Name of Contractor

   d. Unique Submittal identifier, including revision number

   e. As appropriate:

      (1) Name of Subcontractor

      (2) Name of Supplier

      (3) Name of Manufacturer

      (4) Name of Fabricator

   f. Number and title of appropriate section of the Project Manual

   g. Drawing number and detail references, as appropriate

   h. Name of firm or entity that prepared each Submittal.

B. Contractor must provide a space approximately 3" x 3" on label or beside title block of each page of each Submittal to record review markings and action taken by Owner or Designer of Record.

C. Contractor must number all Submittals serially and continue in sequence. Resubmittals must have suffix letter A, B, C, etc. following the original Submittal number.

**1.09 CERTIFICATION** (See also Section 01450.1.15.C, “Submittal Certification”)

A. After Contractor’s review of each Submittal for compliance with the requirements of the Contract Documents: (See also Document 00700.3.26.2, “Contractor’s Responsibilities”)

1. Mark with certification stamp before submitting to Owner or Designer of Record.
2. Include Project name, Specification section, Contractor’s signature, and date of certification.

3. The Contractor’s Authorized Representative or QC Manager must wet sign and date the certification.

1.10 PACKAGING, TRANSMITTAL AND DISTRIBUTION

A. Packaging:
   1. Collect individual Submittals into a Complete Submittal for each Definable Feature of Work
   2. Individual Submittals and Complete Submittal must be adequately wrapped or packaged to prevent damage during delivery.
   3. All reproducible drawings must be rolled and not folded.

B. Transmittal
   1. Transmit each Complete Submittal using Contractor’s transmittal form.
      a. Owner and Designer of Record may discard Submittals received from sources other than Contractor.
      b. Owner and Designer of Record will not review Submittals that are not accompanied by Contractor’s transmittal and will return them “Returned Without Action.”
   2. On the transmittal, or a separate sheet attached to the transmittal prepared on Contractor's letterhead, record relevant information, requests for data, revisions, and each deviation from requirements of the Contract Documents, including minor variations and limitations.
   3. Transmittal Form: Provide the following information:
      a. Project name and location.
      b. Date.
      c. Destination (To:).
      d. Source (From:).
      e. Subcontractor’s, Supplier’s and/or manufacturer’s name, address, and telephone number.
      f. Submittal Distribution Group
      g. Submittal Type (Type 1 or Type 2)
      h. Reference to applicable sections or parts of the Contract Documents.
      i. Reference to the appropriate Definable Feature of Work
      j. Unique Submittal identifier, including revision number. Contractor must number all Submittals serially and continue in sequence. Resubmittals must have suffix letter A, B, C, etc. following the Submittal
      k. Product identification or Shop Drawing title, number, revision and date as applicable.
      l. Submittal and transmittal distribution record.
      m. Itemize each proposed deviation from the requirements of the Contract Documents. If a Submittal contains no proposed deviation(s), indicate that the Submittal contains “No Deviations.” Owner and Designer of Record may return Submittals “Returned Without Action” that do not list proposed deviations or state that Submittal contains “No Deviations” from the Contract Documents.
      n. Remarks.
o. Signature of transmitter.

C. Parallel Distribution of Submittals

1. Contractor is required to make parallel distribution of Submittals to multiple Submittal reviewers.
2. Refer to Section 01332, “Submittal Log”, for distribution of Submittals.
3. Contractor must, at its own expense, make parallel distribution of all Submittals.
4. Submittals must be concurrently transmitted to all parallel reviewers.

1.11 OWNER OR DESIGNER OF RECORD’S ACTION  (See also Document 00700.3.26.5, "Action and Distribution")

A. General

1. Owner will not review Submittals that do not bear the Contractor’s certification stamp and will return them “Returned Without Action.”

B. Action Submittals: Owner or Designer of Record will review each Submittal, make marks to indicate corrections or modifications required, and return it.

1. Owner or Designer of Record will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

a. Final Unrestricted Release: When “No Exceptions Taken” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents. Final acceptance will depend on that compliance.

b. Final-but-Restricted-Release: When “Make Corrections Noted” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents and the corrections noted. Final acceptance will depend on that compliance.

c. When stamped “No Exceptions Taken” or “Make Corrections Noted” the Submittal is considered “acceptable.”

d. Returned for Resubmittal: Where the Submittal is marked “Revise and Resubmit,” do not proceed with the Work covered by the Submittal, including purchasing, Fabrication, delivery, or other activity for the product Submitted. Revise or prepare a new submittal according to the Owner’s or Designer of Record’s notations and corrections.

e. Rejected: Where the submittal is marked “Rejected,” do not proceed with the Work covered by the submittal, including purchasing, Fabrication, delivery, or other activity for the product Submitted. Prepare a new Submittal for a product that complies with the requirements of the Contract Documents.

f. Incomplete: Where the submittal is marked “Submit Additional Information,” do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance.

g. Returned Without Action: Where the submittal is marked “Returned Without Action,” it was not reviewed and Contractor must not proceed with the Work covered by the Submittal. Prepare a new Submittal that complies with the requirements of the Contract Documents.

C. Resubmittals: Contractor must make all required corrections and submit corrected resubmittals until achieving final acceptance.

D. Information Submittals: Information Submittals, on which Owner is not required to take action, will not be returned to the Contractor.
E. Submittals received from sources other than through Contractor's office will be "Returned Without Action" or may be discarded.

PART 2 - PRODUCTS (Not used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01330
SECTION 01335
COORDINATION DRAWINGS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - Intent
      e. 1.05 - Scheduling
      f. 1.06 - Coordination Drawings
      g. 1.07 - Contractor Responsibilities
      h. 1.08 - Coordination Drawing Requirements
      i. 1.09 - Non-conforming Work
      j. 1.10 - Submittal Requirements
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.26, “Submittals”
B. Document 00700.3.28, “Coordination Drawings”
C. Section 01310, “Project Management and Coordination”
D. Section 01325, “Record Documents (As-Builts)”
E. Section 01330, “Submittal Procedures”
F. Section 01450, “Contractor’s Quality Control (QC) System”

1.03 DEFINITIONS
A. Coordination Drawing – Contractor prepared drawings submitted by Contractor to Owner to
demonstrate the coordination of methods, materials, equipment, systems, plans, or sequence
the Contractor proposes to use when limited space is available for installation of different
components, coordination is required for installation of Products and materials Fabricated by
separate entities, or the relationship of components is shown on separate Shop Drawings or
Submittals. Coordination Drawings are not considered Contract Documents.

1.04 INTENT
A. It is the intent of this Section to require the Contractor to prepare Coordination Drawings as
necessary or required to resolve potential installation and constructability problems prior to
Installation so that construction cost and schedule are not impacted.

1.05 SCHEDULING
A. Schedule preparation and processing of Coordination Drawings in accordance with the specific
Submittal deadlines and timeframes stated below.
   1. Unless otherwise specifically stated in the Contract Documents, or needed for proper
      coordination of the installation of early Work, all Coordination Drawing Submittals are due no
      later than 120 Days after the Start Date stated in the Notice to Proceed.
   B. Unless a longer period is specifically stated else ware in the Contract Documents, allow at least 21

1.06 COORDINATION DRAWINGS

A. Contractor must prepare and submit one (1) reproducible and eleven (11) copies of Coordination Drawings to demonstrate the coordination of methods, materials, equipment, plans, or sequence of Contractor proposes use when:

1. Coordination Drawings are specifically required
2. Limited space is available for installation of different components
3. Coordination is needed for installation of Products and materials Fabricated by separate entities
4. The relationship of components is shown on separate Shop Drawings or Submittals.

B. Coordination Drawings must be prepared and submitted for the following systems, equipment, and spaces:
   a. HVAC
   b. Plumbing
   c. Electrical
   d. Fire Sprinkler
   e. All Work above ceilings performed by separate entities that must interface or for which space provided is limited.

1.07 CONTRACTOR RESPONSIBILITIES

A. Oversee preparation of Coordination Drawings
B. Assign space priorities
C. Notify Owner in writing of unresolved conflicts or interferences found during preparation of Coordination Drawings.

1.08 COORDINATION DRAWING REQUIREMENTS

A. Coordination Drawings must include but are not necessarily limited to the following:
   1. Submit combined, comprehensive mechanical and electrical systems Coordination Drawings.
   2. Include ductwork, mechanical pipe, plumbing, electrical, sprinkler systems, and ceiling systems overlaid on structural frame.

B. Criteria:
   1. Size ductwork, mechanical pipe, plumbing, electrical, and sprinkler system components as shown on Drawings. Downsizing of Mechanical/Electrical (M/E) systems is not permitted.
   2. Show seismic restraints where required on systems.

C. Indicate how:
   1. Work will fit in the available space
   2. Work of the various trades or systems will Interface
   3. Contractor intends to sequence the Installation
1.09 NON-CONFORMING WORK
   A. Work not installed within designated coordination areas in compliance with the Owner accepted Coordination Drawings will be considered non-conforming Work subject to removal and replacement at no additional cost to Owner.

1.10 SUBMITTAL REQUIREMENTS
   A. Submit one (1) reproducible and eleven (11) copies of each Coordination Drawing.
   B. Comply with requirements of:
      1. Section 01330 – “Submittal Procedures”
      2. Section 01450, “Contractor’s Quality Control (QC) System”
   C. Signatures required on each sheet of Coordination Drawings:
      1. Coordination Drawing(s) must be signed and dated by Contractor and individual Subcontractors.
      2. By act of signature and submittal of the single combined Coordination Drawing(s), Contractor and each Subcontractor acknowledge that Work for which Contractor or said Subcontractor is responsible has been coordinated with the Work of Contractor and all other Subcontractors.

PART 2 - PRODUCTS (Not used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01335
SECTION 01430
TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED SECTIONS
A. Section 01450, “Contractor’s Quality Control (QC) System”
B. Section 01320.3.09, “Short Interval Schedule”

1.03 DEFINITIONS (Not Used)

1.04 QUALIFICATIONS
A. Testing and inspection agency must have a minimum 5 years continuing experience preceding date of these Contract Documents.
B. Testing and inspection agency must and be qualified in accordance Section 01450, “Contractor’s Quality Control (QC) System.”

1.05 TESTING EQUIPMENT
A. Testing equipment must be calibrated at intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.06 INSPECTION AND TESTING PERSONNEL AND FACILITIES
A. Testing and Inspection Agency
   1. The Contractor must employ and pay for the services of an independent testing and inspection agency to perform the tests and inspections required herein except where noted otherwise.
   2. Employment of the testing and inspection agency shall in no way relieve the Contractor’s obligation to perform the Work as required in the Contract Documents.
B. Limitations of authority of the Testing and Inspection Agency
   1. Testing and Inspection Agency is not authorized to:
      a. Release, revoke, alter, or enlarge on the requirements of the Contract Documents
      b. Approve or accept any portion of the Work, or;
c. Perform any duties of the Contractor.

C. All Work must conform to the requirements of all applicable laws, codes, ordinances, and regulations.

D. Testing and Inspection Agency must perform tests and inspections as required by the Contract Documents.

E. Testing and Inspection Agency must prepare, cure, store, and transport Project samples to the Laboratory.

1.07 LABORATORY REPORTS

A. Within two (2) workdays after each inspection and test, submit twelve (12) copies of Laboratory report that include:

1. Date issued
2. Project title and number
3. Name of Inspector from Testing and Inspection Agency
4. Date and time of sampling or inspection
5. Identification of product and Project Manual section
6. Location in the Project
7. Type of inspection or test
8. Date of test
9. Results of tests
10. Conformance with Contract Documents
11. Whether original test or re-test
12. State/local permit number

B. Reports must be distributed to the following:

1. Owner’s Design Consultant (2 copies)
2. Construction Manager (1 copy)
3. General Contractor (2 copies)
4. Owner’s Project Manager (1 copy)
5. Additional Owner’s Consultant(s) (2 copy)

1.08 LABORATORY RESPONSIBILITIES

A. Provide qualified personnel at site.

B. Cooperate with Quality Control Manager in performance of services.

C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Owner and Contractor of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspection and testing required by Quality Control Manager.

G. Attend Preconstruction Meeting and progress meetings when requested.
1.09 CONTRACTOR'S RESPONSIBILITIES

A. Provide all Testing and Inspection Services required by the Contract Documents and additional tests as required by the Quality Control Manager.

B. Provide access to Work, including off-site manufacturer or fabricator's operations.

C. Provide required quantities of material samples to be tested.

D. Samples will be selected and taken by representative of Testing and Inspection Agency.

E. Furnish copies of product data and test reports as required.

F. Furnish incidental labor and facilities:
   1. To provide access to work to be tested;
   2. To obtain and handle samples at the Project Site, or at the source of the Product to be tested or inspected;
   3. To facilitate inspections and tests, and;
   4. For storage and curing of test samples at the Project Site.

G. Include in the weekly Short Interval Schedule (SIS) submission activities that identify upcoming testing and inspection requirements.

H. Schedule the tests and inspections required by the Contract Documents and applicable codes and regulations with the Quality Control Manager and the Testing and Inspection Agency, a minimum of 48 hours in advance.

I. Do not cover corrected Work until said Work has been re-tested and or re-inspected.

J. Contractor must pay costs for all Testing and Inspection required by the Contract Documents.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01430
SECTION 01450
CONTRACTOR'S QUALITY CONTROL (QC) SYSTEM

PART 1 - GENERAL [OWNER'S PROJECT MANAGER & A/E TO COMPLETE SECTION 01450]

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - References
      e. 1.05 - Contractor's Quality Control (QC) System
      f. 1.06 - QC System Requirements
      g. 1.07 - QC System
      h. 1.08 - QC Organization
      i. 1.09 - QC Plan
      j. 1.10 - Coordination and Mutual Understanding Meeting
      k. 1.11 - QC Meetings
      l. 1.12 - Three Phases of Control
      m. 1.13 - Testing
      n. 1.14 - QC Documentation
      o. 1.15 - Certifications
      p. 1.16 - Milestone Completion Inspections
      q. 1.17 - Project Completion Inspection
      r. 1.18 - Notification of Non-Compliance
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.1.7, “Requests for Information”
B. Document 00700.3.3, “Documents and Samples at the Project Site”
C. Document 00700.3.13, “Cleanup”
D. Document 00700.3.23, “Tests and Inspections”
E. Document 00700.3.26, “Submittals”
F. Document 00700.3.37, “Standards for Work and Materials”
G. Document 00700.3.38, “Conformity with Contract Documents and Allowable Deviations”
H. Document 00700.3.39, “Control of Materials”
I. Document 00700.7.5, “Milestone Inspections and Certification”
J. Document 00700.8, “Payments”
K. Document 00700.12, “Uncovering and Correction of Work”
L. Document 00700.13, “Final Completion and Acceptance”
M. Section 01725, “Survey & Field Engineering”
N. Section 01290, “Payment Procedures”
O. Section 01310, “Project Management and Coordination”
P. Section 01315, “Project Meetings”
Q. Section 01320, “Construction Progress Documentation”
R. Section 01330, “Submittal Procedures”
S. Section 01430, “Testing and Inspection Services”
T. Section 01740, “Cleaning”
U. Section 01770, “Closeout Procedures”
V. Section 01810, “General Commissioning Requirements”

1.03 DEFINITIONS
A. The following definitions as used in this Section mean:

1. Alternate QC Manager – The Owner accepted alternate QC Manager that performs the duties, responsibilities, and functions of the QC Manager when the QC Manager is absence from the Project Site.

2. Contractor's Daily Report – See Document 00700.3.3.6 and Section 01320.3.14, “Project Reports.”

3. Coordination and Mutual Understanding Meeting – A meeting occurring after Contractor’s submission of the QC Plan and before starting Work, at which the QC Manager presents the QC Program to the Owner.

4. Corrective Action Plan – A written document submitted by the QC Manager to the Owner stating the Contractor’s plan to correct an item of Work that fails to conform to the requirements of the Contract Documents. Three (3) copies of the Corrective Action Plans must be submitted with the Report of Test Results, inspection report, or Owner’s non-conformance notice no later than 10 a.m. the third workday after each failed test, inspection, or receipt by Contractor of a non-conformance notice from the Owner.

5. Phase I – The first (Preparatory) phase of the Three Phases of Control consisting of the actions required before beginning any work involving a Definable Feature of Work. (Also sometimes referred to as Preparatory Phase.)

6. Phase 2 - The second (work) phase of the Three Phases of Control consisting of the actions required to perform the work of a Definable Feature of Work. (Also sometimes referred to as Work Phase.)

7. Phase 3 - The third (follow-up) phase of the Three Phases of Control consisting of the actions required to follow-up on the Work performed. (Also sometimes referred to as Follow-up Phase.)

8. Preparatory Phase Checklist – A checklist prepared by the QC Manager, in a format furnished or accepted by the Owner, for each Definable Feature of Work in the Preparatory Phase.

9. Preparatory Phase Meeting – A meeting called by the QC Manager at least two (2) workdays before beginning Work on any Definable Feature of Work. The Owner’s Inspector, the QC Specialist and the Contractor’s supervisor responsible for the Definable Feature of Work must attend this meeting.

10. QC Documentation - The special QC Documentation requirements summarized in “Table 01450-1 - QC Documentation”

11. QC Meetings - Recurring QC meetings held at least once every two weeks at the Work site with Owner’s Project Manager, Contractor’s Project superintendent, QC Manager (if different from Contractor’s Project superintendent), and QC Specialist(s).

12. QC Manager – Contractor’s employee accepted by the Owner and responsible for managing Contractor's QC System.
13. QC Manager’s Daily QC Report – A written document prepared, certified, and submitted by the QC Manager in the format, containing the information, covering the period(s), and at the frequency required by Section 01450.1.14, “QC Documentation”.

14. QC Plan – Contractor’s written plan identifying all QC personnel, procedures, inspections, tests, instructions, reports, records, and schedules.

15. QC Program – Contractor’s Quality Management requirements for all on-site and off-site Work, including documentation, administration, and coordination of Contractor’s management, production and QC personnel.

16. QC Specialist – The Quality specialist at the Project Site, in addition to other specialized testing and inspection personnel, responsible for Quality Management of a specific or specialized area of Work.

17. QC Specialist’s Daily QC Report - A written document, in the same format as the QC Manager’s Daily QC Report, prepared and signed by the QC Specialist for each day the Work is performed in his/her area of responsibility.

18. QC System - The means by which Contractor ensures Quality.

19. Quality - Conformance to the requirements established by the Contract Documents

20. Quality Control (QC) - The Contractor's system in place during execution of the Work, to manage and control its own, and its Supplier’s and Subcontractor's activities to comply with the requirements of the Contract Documents.


22. Quality Management - Quality Control and assurance activities instituted to achieve the Quality Levels established by the Contract Documents.

23. Rework Items List - A written list of Work that does not comply with the requirements of the Contract Documents, maintained by the QC Manager, identifying the items of Work requiring correction, the date the item was originally discovered, the anticipated date for correction of the item, and the actual date of correction.


25. Submittal Log - A written list in a format furnished by or accepted by the Owner, indicating the status of all Submittals required by the Contract Documents, grouped by Definable Feature of Work (DFOW), and prepared and maintained by the QC Manager. (See Section 01320.3.13, “Submittal Log”, and Section 01332, “Submittal Log” for additional requirements)

26. Testing Plan and Log – A written document, prepared and maintained by the QC Manager, indicating all tests required by the Contract Documents, the entity responsible for performing the test, the date each test was conducted, the date test results were submitted to Owner, remarks, and containing the QC Managers certification that an accredited testing Laboratory was used.

27. Three Phases of Control - Phase I – Prepatory Phase; Phase 2 – Work Phase; and Phase III – Follow-up Phase.

28. Work Phase – Phase 1, Phase 2, or Phase 3.

29. Work Phase Checklist - The checklist prepared by the QC Manager, in a format furnished by or accepted by the Owner, for each Definable Feature of Work in the Work Phase.

1.04 REFERENCES
A. The publications listed below are part of the requirements of the Contract Documents to the extent referenced:

4. ASTM D 3740(1999; Rev C.) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
5. ASTM E 329(2000; Rev. A) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.05 CONTRACTOR’S QUALITY CONTROL (QC) SYSTEM

A. Contractor’s QC System is the means by which Contractor ensures Quality.

B. Contractor must establish and maintain a QC System, performing sufficient inspections and tests of all items of Work, including Work of its Subcontractors and Suppliers, to ensure conformance with the requirements of the Contract Documents. Contractor's Quality Control measures must be adequate to cover all construction operations and must be correlated with the Official Progress Schedule.

C. Contractor’s QC System must include the inspections and tests required by the Contract Documents in addition to Contractor’s own inspections and tests necessary to control Quality. Contractor must maintain and submit to Owner adequate records of all inspections and tests, and must submit all test results on forms furnished or accepted by Owner.

D. Contractor must closely inspect all materials upon delivery, and all Work in progress for compliance with the requirements of the Contract Documents. Contractor must promptly reject and return all defective materials and rework any substandard Work without waiting for rejection by Owner.

E. Contractor must submit and Owner must accept Contractor’s Quality Control Plan (QC Plan) before starting any Work at the Project Site. Work will be permitted to start only after Owner reviews and accepts Contractor's QC Plan. The QC Plan must identify all QC personnel, procedures, inspections, tests, instructions, reports, records, schedules, etc.

1.06 QC SYSTEM REQUIREMENTS

A. The QC System, as defined herein, establishes specific minimum staffing, documentation, reporting, and procedural requirements that Contractor must implement and maintain throughout the Contract Time.

B. The following points are fundamental to the QC System:

1. Owner is not responsible for controlling the Quality of Contractor’s Work.
2. Contractor is responsible for implementing and maintaining specific minimum processes and measures for controlling the Quality of the Work.
3. The requirements of the Contract Documents establish the Quality Level.
4. Owner has the right to inspect the Work; Contractor has the obligation to inspect the Work.
5. Owner will review Contractor's QC System for compliance with the requirements of the Contract Documents.

6. The objective of Contractor's QC System is to prevent deficiencies in the Work.

7. Contractor must staff the Project with a QC Manager who is responsible for managing Contractor's QC System.

8. Contractor must employ specialized inspectors (QC Specialists) to assist the QC Manager. Contractor may obtain QC Specialists from outside testing and inspection firms. Their qualifications and duties are detailed in Section 01450.1.08, “QC Organization.” QC Specialists must report directly to the QC Manager and must be independent of Contractor's production organization.

9. Contractor must develop and submit twelve (12) copies of a QC Plan that complies with the requirements of Section 01450.1.09, “QC Plan.” The QC Plan must be submitted to, and be accepted by Owner before Contractor performs any Work on the Project Site.

1.07 QC SYSTEM

A. Contractor must establish and maintain a QC System as described herein. At a minimum, the QC System must consist of:

1. QC Organization
2. QC Plan
3. Initial Coordination and Mutual Understanding Meeting
4. Recurring QC Meetings
5. Three Phases of Control
6. Testing
7. QC Documentation
8. QC Manager's Certifications
9. Completion Inspections

B. The QC System must cover on-site and off-site Work and must be correlated with the Official Progress Schedule and Short Interval Schedules.

C. No on-site Work or testing shall be performed unless the QC Manager or Alternate QC Manager is at the Work site.

D. Owner reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified Quality of Work. Owner reserves the right to interview any member of Contractor's QC organization at any time to verify their submitted qualifications.

E. Contractor must notify Owner, in writing, of any proposed change to the QC Plan, including changes to QC Organization or personnel, a minimum of seven (7) Days prior to a proposed change. Proposed changes are subject to acceptance by Owner.

1.08 QC ORGANIZATION

A. QC Manager:

1. Provide a QC Manager at the Work site to implement and manage the QC program. Contractor's Project superintendent or Contractor's Authorized Representative may function as the QC Manager in addition to their other duties.
2. Within seven (7) days after Award, Contractor must submit for acceptance by the Owner, three (3) copies of an Appointment letter for the QC Manager. The Appointment letter must be accompanied by a detailed resume for the candidates documenting their relevant experience and providing at least three current references. The submittal may be certified by the Owner's Authorized Representative for compliance with the Requirements of the Contract Documents. Copies of the Owner accepted Authorization letter for the QC Manager and supporting information must be included in the Contractor's CQ Plan submittal.

3. Duties:
   a. Be on the Work site at all times during performance of Work, with complete authority to take any action necessary to ensure conformance with the requirements of the Contract Documents. In the event of the QC Manager's absence, the Alternate QC Manager must be present and have the same authority as the QC Manager.
   b. Implement and manage the Three Phases of Control for each Definable Feature of Work.
   c. Immediately stop any work that does not comply with requirements of the Contract Documents, and direct removal and replacement of any defective Work.
   d. Conduct daily inspections of Work performed to ensure compliance with requirements of the Contract Documents.
   e. Certify daily that all Work performed, on and off the construction site, conforms to requirements of the Contract Documents. Certify daily that all materials and equipment delivered or installed in the Work comply with the requirements of the Contract Documents. Report any deficiencies and corrective action planned and taken.
   f. Ensure that Contractor's QC Organization is adequately staffed with qualified personnel to perform all required inspections and tests.
   g. Supervise and coordinate the inspections and tests made by the QC Organization, including the tests and inspections of the Work of Subcontractors and Suppliers.
   h. Ensure that all required tests are performed and results are reported. Indicate whether test results do or do not conform to requirements of the Contract Documents. Submit Corrective Action Plan(s) for nonconforming items.
   i. Recommend removal of any person from the Project that consistently fails to perform Work properly.
   j. Report to Contractor's senior management the identity of any Subcontractor or Supplier who's Work consistently fails to meet the requirements of the Contract Documents.
   k. Attend the Coordination and Mutual Understanding Meeting and conduct all recurring QC Meetings.
   l. Submit one (1) copy of certified QC Manager's Daily QC Reports in the specified format.
   m. Certify all Submittals for conformance with the requirements of the Contract Documents.
   n. Certify each payment invoice.
   o. Certify completion prior to requesting Milestone Completion inspection.
   p. Certify completion prior to requesting Final Inspection.
q. At the Work site, perform daily maintenance and updating of the following:

(1) Submittal Log
(2) Testing Plan and Log
(3) Rework Items List
(4) Record Documents (as-built Drawings and Project Manual), marked to show any deviations made from the requirements of the Contract Documents and to indicate the actual materials and equipment incorporated in to the Work.
(5) Records Binder containing all Quality Control records.

r. Attend all key Project Meetings including Preconstruction Conference, Schedule Orientation Meeting, Progress Meetings, Commissioning Meetings, Demonstration and Training Meetings, and Closeout Conference.

4. Qualifications:

a. A minimum of 5 years experience as a superintendent, construction QC manager, construction project manager, construction project engineer, or construction manager on similar size and type of construction projects that included the major trades involved with this Project.

B. Alternate QC Manager Duties and Qualifications:

1. Designate an Alternate QC Manager to serve at the Project Site in the absence of the designated QC Manager. The qualification requirements for the Alternate QC Manager are the same as for the QC Manager.

2. Within seven (7) days after Award, Contactor must submit for acceptance by the Owner, three (3) copies of an Appointment letter for the Alternate QC Manager. Appointment letter must be accompanied by a detailed resumes for the candidate documenting their relevant experience and providing at least three current references. The submittal may be certified by the Owner's Authorized Representative for compliance with the Requirements of the Contract Documents. Copies of the Owner accepted Authorization letter for the Alternate QC Manager and supporting information must be included in the Contractor's CQ Plan submittal.

3. The designated QC Manager must not be absent from the Project Site for more two consecutive weeks at a time.

C. QC Specialist Duties and Qualifications:

1. As a minimum, provide a separate QC Specialist at the Project Site for the area of responsibility specified below.

2. The QC Specialist will assist and report directly to the QC Manager and must have no Project duties other than assigned Quality Control duties.

3. The QC Specialist must attend the Coordination and Mutual Understanding Meeting, be physically present at the construction site to perform the Three Phases of Control for Work in the assigned area of responsibility, at the frequency specified below and prepare required documentation.

4. The QC Specialist must submit a certified and dated QC Specialist’s Daily QC Report, for each day the Work is performed in his/her area of responsibility, in the same format as the QC Manager’s Daily QC Report. QC Specialist’s Daily QC Report must be submitted to the Owner on the next workday.

5. The QC Specialist position is in addition to other specialized testing and inspection personnel to be provided by Contractor, as identified in the Contract Documents, such as manufacturer's representatives, Testing Laboratory personnel, etc.
1.09 QC PLAN

A. Requirements:

1. Within fourteen (14) Days of the official Contract start date stated in the Notice to Proceed, submit twelve (12) copies of a draft QC Plan covering both on-site and off-site Work. The draft QC Plan must be bound in a 3-ring binder, the pages must be numbered sequentially, and the following information must be included:

a. Table of Contents listing the major sections identified with tabs in the following order:
   1. QC ORGANIZATION
   2. NAMES AND QUALIFICATIONS (Resumes)
   3. DUTIES, RESPONSIBILITIES AND AUTHORITY OF QC PERSONNEL
   4. APPOINTMENT LETTERS
   5. CONTRACTED ORGANIZATIONS
   6. INITIAL SUBMITTAL LOG INFORMATION
   7. TESTING LABORATORY INFORMATION
   8. TESTING PLAN AND LOG
   9. REWORK TRACKING PLAN
   10. LIST OF DEFINABLE FEATURES OF WORK

b. QC organizational chart, showing the relationship of the QC Manager to Contractor's organization and officers, the Contractor's Project superintendent, Project and QC staff, Subcontractors, testing firms, consultants, etc.

c. Names and qualifications, in resume format, for each person in the QC organization.

d. Description of duties, responsibilities and authorities of each person in the QC organization.

e. Appointment letters for the QC Manager and Alternate QC Manager signed by a company officer of Contractor.

f. Copy of letter of direction to QC Specialist from QC Manager outlining duties, authorities, and responsibilities.

g. List of subcontracted organizations such as testing firms, architects and engineers that will be employed by Contractor, and a description of the services they will provide.

h. Initial Submittal Log in a format furnished or accepted by Owner.

i. Testing Plan and Log in the format accepted by Owner, including all tests required by the Contract Documents, applicable Codes, and other tests deemed necessary by Contractor, identified by the document requiring the test, the frequency, and the person responsible for performing each test.

j. Testing Laboratory accreditation and capability information required by Section 01450.1.13, “Testing.”

k. Rework Tracking Plan and Rework Items List in the format accepted by the Owner, to identify, record, track and complete Rework items.

l. List of Definable Features of Work.
   1. A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has common control requirements and work crews. Each
technical Specification Section could be considered a DFOW, but often there is more than one DFOW per Section and there may be more than one section per DFOW.

(2) This List of DFOW's must be cross-referenced to the activities on the Official Progress Schedule and the section references from the Project Manual. This DFOW list must include, but is not limited to, all Critical Path activities.

(3) DFOW's are used in the Three Phases of Control and for grouping Submittals in the Submittal Log.

Within twenty-eight (28) Days of the official Contract start date stated in the Notice to Proceed, submit twelve (12) copies of a final draft of the QC Plan covering both on-site and off-site Work for Owner's acceptance.

1.10 COORDINATION AND MUTUAL UNDERSTANDING MEETING

A. After submission of the final draft of the QC Plan and before starting Work, meet with Owner's Project Manager to present the QC Program.

B. Meeting attendees will be, as a minimum, Owner's Project Manager, Contractor's Authorized Representative, Contractor's superintendent, QC Manager (if different from Contractor's Authorized Representative or superintendent), Alternate QC Manager, and QC Specialist(s).

C. This Meeting is to develop a mutual understanding of QC Program requirements for all on-site and off-site Work, including documentation, administration, and coordination of Contractor's management, production and QC personnel.

D. At this meeting, Contractor must explain in detail how the Three Phases of Control will be implemented for each Definable Feature of Work.

E. The QC Manager must conduct the Coordination and Mutual Understanding Meeting, prepare and sign the meeting minutes, and provide copies to each attendee within 2 workdays after each Meeting.

F. If a new QC Manager is appointed at any time during the Contract Time, the Coordination and Mutual Understanding Meeting must be repeated.

1.11 QC MEETINGS

A. After Work begins, recurring QC Meetings will be held at least once every two weeks at the Work site with Owner's Project Manager, Contractor's Authorized Representative, Contractor's Project superintendent, QC Manager (if different from Project superintendent of Contractor's Authorized Representative), and QC Specialist(s).

1. QC meetings may coincide with other project meetings.

2. The QC Manager must conduct the QC Meetings, prepare and sign the meeting minutes, and provide copies of the minutes to each attendee and submit two (2) copies to the Owner within 2 workdays after each Meeting.

B. As a minimum, the following will be accomplished at each QC Meeting

1. Review status of problems recorded in the minutes of previous meeting.

2. Review Official Progress Schedule and status of Work
   a. Work or testing accomplished since last meeting
   b. Rework items identified since last meeting
   c. Rework items completed since last meeting

3. Review Submittal Log and status of Submittals
   a. Submittals reviewed and returned since last meeting

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b. Submittals required in near future

4. Review Work to be done in next 2 weeks and documentation required

5. Establish completion dates for Rework items

6. Update or revise the Official Progress Schedule and Short Interval Schedules to indicate the planned and actual dates of Preparatory Phase, Work Phase, and Follow-up Phase, including testing and inspections.

7. Discuss proposed construction and the approach to be used to ensure Quality Work.

8. Identify potential problems for each Definable Feature of Work.

9. Discuss status of off-site Work and testing.


11. Verify that each Checklist includes a breakdown of Quality checks that will be used when performing QC functions, inspections, and tests required by the Contract Documents.

12. Resolve QC and production problems
   a. Problems relating to correction of deficiencies.
   b. Problems relating to Requests for Information (RFI’s)

13. Address items that may require revising the QC Plan:
   a. Changes in procedures
   b. Changes in QC organization or personnel

1.12 THREE PHASES OF CONTROL

A. The QC Manager must implement and manage the following Three Phases of Control for each Definable Feature of on-site and off-site Work:

1. Phase I - Preparatory
   a. The Preparatory Phase consists of the actions required before beginning any Definable Feature of Work.
   b. The QC Manager must call a Preparatory Phase Meeting at least two (2) workdays before beginning Work on any Definable Feature of Work. The Owner’s Inspector, the QC Specialist and the Contractor’s supervisor responsible for the Definable Feature of Work must attend this meeting.
   c. Perform the following before beginning Work on each Definable Feature of Work:
      (1) Review and fill out the Preparatory Phase Checklist
      (2) Review applicable Project Manual section(s)
      (3) Review the Drawings
      (4) Verify that appropriate Submittals for materials and equipment have been certified by the QC Manager, submitted, and accepted by the Owner.
      (5) Verify receipt of factory test results, when required
      (6) Review the Testing Plan and Log, and ensure that provisions have been made to perform the required QC testing
(7) Examine the Work area to ensure that required preliminary Work has been completed.

(8) Examine the required materials, equipment and Sample Work to ensure that they are on hand and conform to Submittals accepted by Owner or Designer of Record.

(9) Discuss proposed construction, workmanship standards, tolerances, and the approach to be used to provide Quality construction by planning ahead and identifying potential problems for each Definable Feature of Work.

(10) Document the results of the Preparatory Phase actions in the QC Manager’s Daily QC Report and in the Preparatory Phase Checklist.

2. Phase 2 - The Work on each Definable Feature of Work
   a. The QC Manager must notify Owner’s Inspector at least 2 workdays before starting Work.
   b. Before starting work on a DFOW, the QC Manager must meet with the Project superintendent, the supervisor responsible for constructing the DFOW, and the QC Specialist if applicable, to perform the following:
      (1) Review and fill in the Work Phase Checklist
      (2) Establish the Quality of workmanship required
      (3) Identify and resolve potential conflicts with other Work
      (4) Ensure that testing is performed
   c. The QC Manager must observe the Work to ensure that it complies with the requirements of the Contract Documents.
   d. The QC Manager must document the results in the QC Manager’s Daily QC Report and submit the completed Work Phase Checklist to the Owner on the next workday.
   e. Repeat Phase 2 for each DFOW, for each new crew to Work on site, or when specified Quality Levels are not being met.

3. Phase 3 - Follow-Up (Performed Daily)
   a. The QC manager must perform the Follow-up Phase daily for each DFOW, or more frequently as necessary until completion, and must document the results in the QC Manager’s Daily QC Report, to:
      (1) Ensure that Work is in compliance with the requirements of the Contract Documents.
      (2) Maintain the Quality of workmanship required.
      (3) Ensure that the Approved Laboratory performs testing.
      (4) Ensure that rework items are being corrected.

B. Additional Preparatory and Work Phases
   1. The QC manager must conduct additional Preparatory and Work Phases for Definable Features of Work, if the Quality of on-going Work is unacceptable, if there are changes in the QC organization, if there are changes in on-site supervision or workers, if Work on a Definable Feature of Work is resumed after substantial period of inactivity, or if problems develop.

C. Notification Requirements for Three Phases of Control for Off-Site Work
1. Notify Owner's Inspector at least two weeks prior to the start of the Preparatory and Work Phases for off-site Work.

1.13 TESTING

A. Contractor must perform all sampling and testing required by the Contract Documents and set forth in the Testing Plan and Log.

B. Construction Materials Testing Laboratory Requirements:

1. Provide and pay for an independent construction materials testing Laboratory (or laboratories, as necessary) accredited by one of the laboratory accreditation authorities listed in below to perform sampling and testing required by the Contract Documents. The Laboratory's scope of accreditation must include the ASTM standards that apply to the specific testing fields listed below. This requirement applies to the specific Laboratory performing the actual testing, not just the "Corporate Office".

2. For testing laboratories that have obtained accreditation by an acceptable laboratory accreditation authority listed below, Contractor must submit to Owner eight (8) copies of the Certificate of Accreditation and Scope of Accreditation within seven (7) Days after the start date for the Work as stated in the Notice to Proceed. The scope of the Laboratory's accreditation must include the test methods required by the Contract Documents.

3. Testing laboratories that have not yet obtained accreditation by an acceptable laboratory accreditation authority listed below must:

   a. Within seven (7) Days after the start date for the Work as stated in the Notice to Proceed, submit for Owner's acceptance an acknowledgment letter from one of the acceptable laboratory accreditation authorities stating that the application for accreditation has been received and the accreditation process has started.

   b. Within seven (7) Days after the start date for the Work as stated in the Notice to Proceed, submit for Owner's acceptance, certified statements, signed by an official of the laboratory, attesting that the proposed laboratory meets or conforms to the ASTM standards appropriate to the testing field as listed below.

4. Acceptable Laboratory Accreditation Authorities are:

   a. National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology
   b. American Association of State Highway and Transportation Officials (AASHTO)
   c. ICBO Evaluation Service, Inc. (ICBO ES)
   d. American Association for Laboratory Accreditation (ASLA) program.

5. The ASTM Standards for specific testing fields are as follows:

   a. Construction materials: ASTM E 329
   b. Concrete and concrete aggregates: ASTM C 1077
   c. Steel, stainless steel, and related alloys: ASTM A 880

6. Within seven (7) Days after the start date for the Work as stated in the Notice to Proceed, submit eight (8) copies of the following capability information for each proposed laboratory:

   a. Organizational description
   b. List and resume(s) of personnel
c. List of equipment corresponding to each test noted in the Testing Log, and calibration certifications.

7. Include the above accreditation and capability information in the QC Plan.

C. Capability Verification by Owner:

1. Owner has the right to verify the adequacy of the proposed laboratory's personnel, equipment, procedures, techniques, and other items pertinent to testing with the requirements of the Contract Documents.

D. Reports of Test Results:

1. Action by testing individual or organization:
   a. Submit actual test results.
   b. Cite applicable requirements of the Contract Documents and the tests or analytical procedures that were used.
   c. State whether the item tested or analyzed conforms or fails to conform to specified requirements.
   d. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the requirements of the Contract Documents, whichever is applicable.
   e. A testing Laboratory representative, licensed as a Professional Engineer in the State of California and authorized to sign certified test reports, must sign all Reports of Test Results.
   f. Submit test results directly to the Owner and Contractor by 10 a.m. of the second workday after performing each test.

E. Action by QC Manager

1. As tests are performed, record the results on the "Testing Plan and Log." Include the date each test was conducted, date the test results were submitted to Owner, remarks, and certification that an accredited testing Laboratory was used.

2. If an item fails to conform, notify Owner's Inspector immediately and submit a Corrective Action Plan for the item with a copy of the Report of Test Results.

3. Submit Corrective Action Plan by 10 a.m. of the third workday after each failed test.

4. Submit an updated copy of the "Testing Plan and Log" at each QC Meeting.

1.14 QC DOCUMENTATION

A. This section lists and describes the special QC Documentation required to show that materials, equipment, workmanship, fabrication, construction and operations comply with the requirements of the Contract Documents.


C. QC Manager's Daily QC Report:

1. The QC Manager must submit a certified QC Manager's Daily QC Report in the specified format. One (1) copy of each QC Manager's Daily QC Report must be submitted to Owner the following workday.
2. Reports are required for each day that Work is performed and for every seven consecutive calendar Days of no Work and on the last day of a no-work period. Account for each calendar day throughout the entire Contract Time.

3. Manager must prepare, sign and date each QC Manager's Daily QC Report, which must contain the following information:
   a. Date of report, report number, Contract Number and Title.
   b. For each of the Three Phases of Control:
      (1) Describe each item of Work performed each day, including on-site and off-site Work.
      (2) Reference Official Progress Schedule Activity number for each item of Work
      (3) Reference the Definable Feature of Work
      (4) Reference the Project Manual section(s).
      (5) Report results of Follow-up Phase inspections.
   c. Certify that Work for each Definable Feature of Work complies with the requirements of the Contract Documents and that required testing has been performed.
   d. Identify who performed the testing.
      (1) List each Rework item identified, but not corrected by close of business, along with its Official Progress Schedule Activity number.
      (2) List each Rework item corrected from the Rework Items List along with the corrective action taken and its Official Progress Schedule Activity Number.
   e. Include a "Remarks" section containing pertinent information including construction deficiencies encountered, QC problem areas, deviations from the QC Plan, QC meetings held, acknowledgement that Record Documents have been updated, directions received, corrective direction provided by the QC organization, and corrective actions taken by Contractor. For each remark provided, identify it by its corresponding Official Progress Schedule Activity Number.
   f. QC Manager's Daily QC Report certification, signature and date.

4. QC Manager's Daily QC Report Continuation Sheet: This sheet includes space for additional daily information. Continuation Sheets may be added as necessary and attached to the QC Manager's Daily QC Report.

D. Preparatory Phase Checklist:
   1. The QC Manager must prepare this Checklist for each Definable Feature of Work in the Preparatory Phase. Identify this Checklist by terminology consistent with the Official Progress Schedule. Attach this Checklist to the QC Manager's Daily QC Report of the same date.
      a. Enter Project Manual section, date of report, and Contract number
      b. Each Definable Feature of Work, Official Progress Schedule Activity number and format must match its entry in the Preparatory Phase section of the QC Manager's Daily QC Report
      c. Personnel Present: Report whether or not Owner's Inspector was notified. Report the names of attendees at Preparatory Phase Meeting, their position and company/organization
d. Submittals: Indicate if Submittals have been submitted (Yes/No checkboxes) and if not, indicate what has not been submitted. Are materials on hand (Yes/No checkboxes) and if not, report any missing items. Check delivered material and equipment against Submittals accepted by the Owner or Designer of Record and report the status.

e. Material Storage: Report if materials and equipment are stored properly (Yes/No checkboxes), and if not, the action taken.

f. Project Manual: Review and comment on the requirements of the Project Manual that describe the material, equipment, and procedures for accomplishing the Work, and clarify any differences.

g. Preliminary Work & Permits: Assure that Preliminary Work is in accordance with the requirements of the Contract Documents, and that all necessary permits are on file, and if not, report the action taken.

h. Testing: Identify who performs tests, the test location and frequency. Review the Testing Plan, report abnormalities, and if the test facilities have been Approved.

i. Meeting Comments: Respond to comments and remarks made during the Preparatory Phase Meeting that were not addressed in previous sections of this Checklist.

j. Other Items or Remarks: Note any other remarks or items that were a result of the Preparatory Phase.

k. The QC Manager must sign and date this Checklist.

E. Work Phase Checklist:

1. The QC Manager must prepare this Checklist for each Definable Feature of Work in the Work Phase. Identify this Checklist by Activity numbers from the Official Progress Schedule. Attach this Checklist to the QC Manager’s Daily QC Report of the same date.

   a. Enter Project Manual section, date of report, and Contract number.

   b. Each Definable Feature of Work, Official Progress Schedule Activity Number, and index number, entry and format must match its entry in the Work Phase section of the QC Manager’s Daily QC Report.

   c. Personnel Present: Report whether or not Owner’s Inspector was notified. Report the names of attendees at Work Phase meeting, their position and company/organization.

   d. Procedure Compliance: Comment on compliance with procedures identified at Preparatory Phase and actions taken to assure that Work is in accordance with the requirements of the Contract Documents and accepted Submittals.

   e. Preliminary Work: Assure preliminary Work is in compliance with the requirements of the Contract Documents and if not, what action is/was taken.

   f. Workmanship: Identify where initial Work is located; if a sample panel is required (Yes/No checkboxes); is the initial Work the sample (Yes/No checkboxes); and if Yes, describe the panel location and precautions taken to preserve the sample.

   g. Resolution: Comment on any differences and resolutions reached.

   h. Other: Note any other remarks or items resulting from the Work Phase.

   i. The QC Manager must sign and date this Checklist.

F. Rework Items List:
1. The QC Manager must maintain a list of Work that does not comply with the requirements of the Contract Documents (the Rework Items List), identifying what items need to be reworked, the date the item was originally discovered, the anticipated date for correction of the item, and the actual date of correction. There is no requirement to report a Rework item that is corrected the same day it is discovered.

2. Attach a copy of the "Rework Items List" to the last QC Manager’s Daily QC Report of each month and submit to the Owner. Contractor is responsible for including on this list all items needing rework including those identified by Owner’s Inspector.

G. QC Records Binders: Establish and maintain the following in a series of 3 ring binders. Binders must be divided and tabbed as indicated below. These binders must be readily available to Owner during all Normal Hours Of Work.

1. QC Plan
2. List of all Definable Features of Work
3. Initial Submittal Log and all updates
4. Testing Plan and Log and all updates
5. QC Meeting Minutes
6. Manufacturer's Certificates and Certificates of Compliance
7. Contractor's Daily Reports
8. QC Manager’s Daily QC Reports
9. QC Specialist’s Daily Reports
10. All reports of test results
11. All summaries of test results
12. All completed Preparatory and Work Phase Checklists, arranged by Project Manual section.
13. Any interim Milestone inspections, arranged by Milestone number from the Official Progress Schedule.
14. Copies of all Approved Change Orders, Field Modifications, and RFI responses, arranged in numerical order. Also include documentation that changed Work was accomplished.
15. Copies of all Rework Items Lists.
16. Copies of all Deficiency Lists (Punch Lists) issued by QC Staff, Contractor, or Subcontractors, and all Deficiency Lists issued by Owner.

H. Record Documents ('as-built' Drawings and ‘as-built’ Project Manual):

1. In addition to the requirements of Document 00700.3.3, “Documents and Samples at the Project Site”, the QC Manager must ensure that Record Documents are kept current on a daily basis and marked to show deviations from the requirements of the Contract Documents.

2. Ensure each deviation has been identified with the appropriate modifying documentation (e.g., Change Order #, Field Modification #, Request for Information #, etc.).

3. The QC Manager (or assigned QC Specialist) must initial each deviation and each revision.

4. Upon completion of the Work, the QC Manager must certify the accuracy of the Record Documents as required in Section 01450.1.15.G, “Record Document Certification.”
I. Records of Contractor’s Quality Control Plan and its implementation

1. Upon completion of the Work, submit three (3) copies of the records of Contractor’s Quality Control Plan and its Implementation must be Submitted to the Owner in a durable plastic binder approximately 9” x 12” in size with at least the following:
   a. Identification on, or readable through, the front cover stating the project name and nature of the document.
   b. Front index indicating the location of major categories of data in the binder.
   c. All test results (Code Compliance, Owner Specified and Contractor’s own).
   d. All inspection reports and records of required corrective measures.

1.15 CERTIFICATIONS

A. QC Manager’s Daily QC Report Certification

1. All signatures must be original and in “blue” ink. Stamped signatures are not acceptable.

2. QC Manager’s Daily QC Report Certification: Each QC Manager’s Daily QC Report must contain the following statement signed by the QC Manager:

   "On behalf of Contractor, / certify that this report is complete and correct, that equipment and material used, and Work performed during this reporting period are in compliance with the requirements of the Contract Documents to the best of my knowledge, except as noted in this Report.

   Certified by QC Manager__________________________, Date______ "
   (Signature)

B. QC Specialist’s Certification

1. QC Specialist’s Daily QC Report Certification: Each QC Specialist’s Daily QC Report must contain the following statement signed by the QC Specialist:

   "On behalf of Contractor, / certify that this report is complete and correct, that equipment and material used, and Work performed during this reporting period are in compliance with the requirements of the Contract Documents to the best of my knowledge, except as noted in this Report.

   Certified by QC Specialist__________________________, Date_______" (Signature)

C. Submittal Certification (GSA Procedure) (See Document 00700.3.26.2.3)

1. Except for the QC Manager and Alternate QC Manager Appointment letters which may be certified by the Contractor’s Authorized Representative, the QC Manager must stamp and sign each sheet of each Submittal with the following QC certifying statement (except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only):

   "The (equipment) (material) (article) shown and marked in this Submittal is that proposed to be incorporated with Project Name (__________), Contract Number (__________), Project Manual Section (_________), has been checked and complies in all respects, except as specifically noted in writing on the Submittal and accompanying transmittal, with the requirements of the Contract Documents, is a Complete Submittal, has been coordinated with all other accepted Submittals, and can be properly installed in the allocated spaces.

   Certified by QC Manager__________________________, Date______ "
   (Signature)
D. Invoice Certification

1. Furnish the following certification with each payment request, signed by the QC Manager:

"The Work for which payment is requested, including Materials On Hand, is in compliance with the requirements of the Contract Documents. Record Documents ('as-built' Drawings and Project Manual) are current, accurate, and correctly show Work installed as of the date of the payment request.

Certified by QC Manager________________________, Date_________ “

(Signature)

E. Milestone Completion Certification

1. Prior to requesting Milestone completion inspection, the QC Manager must furnish the following Milestone Completion Certification to Owner:

"The Work of Milestone (#) has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents except for the minor deficiencies listed in the attached Deficiency List.

Certified by QC Manager__________________________, Date_________ “

(Signature)

2. The Deficiency List attached to the Milestone Completion Certification must list all known deficiencies in the Work of the Milestone. Unless specifically exempted in writing by Owner’s Project Manager, the Deficiency List must not include incomplete items of Work. Unless specifically exempted in writing by Owner’s Project Manager, the Milestone Completion Certification will be rejected if incomplete items of Work appear on the Deficiency List.

F. Project Completion Certification

1. Prior to requesting Final Inspection of the entire Work of the Project, the QC Manager must furnish the following Project Completion Certification to Owner:

"The entire Work of the Project has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents except for the minor deficiencies listed in the attached Deficiency List.

Certified by QC Manager___________________________, Date_________ “

(Signature)

2. The Deficiency List attached to the Project Completion Certification must list all known deficiencies in the Work. Unless specifically exempted in writing by Owner’s Project Manager, the Deficiency List must not include incomplete items of Work. Unless specifically exempted in writing by Owner’s Project Manager, the Project Completion Certification will be rejected if incomplete items of Work appear on the Deficiency List.

G. Record Document Certification

1. Accompanying submission of the final Record Documents, and prior to requesting Final Payment, the QC Manager must furnish the following Certification to Owner:

"The attached Record Documents ('as-built' Drawings and Project Manual) for (Contract Name and Number) were prepared in accordance with the requirements of the Contract Documents, are accurate and complete, and may be relied on by the Owner to locate completed Work.

Certified by QC Manager__________________________, Date_________ “

(Signature)
H. **Pre-functional Checklist Certification** (See Section 01810, “General Commissioning Requirements”) The QC Manager must furnish the following Certification to Owner when the pre-functional checklist activities are ready to be commenced:

"On behalf of Contractor, / certify that the Systems, equipment, and Pre-functional Checklists meet the requirements of Section 01810 and the pre-functional checklist activities are ready to be commenced."

Certified by QC Manager__________________________, Date___ _________

   (Signature)

I. **Functional Performance Testing Certification** (See Section 01810, “General Commissioning Requirements”)

1. The QC Manager must furnish the following Certification to Owner when the Systems and equipment are operational and ready for functional performance testing:

"On behalf of Contractor, / certify that the Systems and equipment are operational and are ready for functional performance testing."

Certified by QC Manager__________________________, Date___ _________

   (Signature)

1.16 **MILESTONE COMPLETION INSPECTIONS**

A. When Contractor believes the Work comprising a Milestone is complete, including final cleaning of the Work area associated with the Milestone, Contractor must submit to the Owner two (2) copies of a written certification that the Work of the Milestone is complete and request inspection by the Owner.

B. Within 7 Days of receipt of the Milestone Completion Certification, the Owner’s Project Manager will determine if the Work of the Milestone is sufficiently complete to be inspected. If the Owner’s Project Manager determines that Work of the Milestone is not sufficiently complete to be inspected, the Owner’s Project Manager will reject the Contractor’s Milestone Completion Certification and issue a notice to the Contractor so stating. Contract must then complete the Work of the Milestone and resubmit a new Milestone Completion Certification.

C. If the Owner’s Project Manager determines that the Work is sufficiently complete to be inspected, within 21 Days of the receipt of the Milestone Completion Certification, unless a longer period is specified elsewhere in the Contract Documents, Owner’s Project Manager will inspect the Work and prepare a list of deficiencies in the completed Work (Punch List.)

D. When all the deficiencies identified in the Owner’s Deficiency List are corrected, the Contractor must send a letter to the Owner requesting final verification of the correction of the items on the Deficiency List. If Owner’s Project Manager determines that the items on the Deficiency List have been satisfactorily corrected, Owner’s Authorized Representative will send a letter acknowledging Milestone Completion to the Contractor. The Milestone Completion letter will identify the actual date of Milestone Completion consistent with Owners final verification that the Work of the Milestone was complete and in full compliance with the requirements of the Contract Documents.

1.17 **PROJECT COMPLETION INSPECTION**

A. Contractor’s list of incomplete work.

1. Near the final completion of the entire Work of the Project, Contractor must conduct a detailed Project completion inspection of the Project, and submit a list of Incomplete Work with a schedule for final completion thereof to Owner’s Project Manager.

2. Within 60 Days after receipt of Contractor’s list of Incomplete Work and schedule for final completion, Owner’s Project Manager will determine appropriate dates for a Preliminary Walk-Through inspection and the Final Inspection. The Preliminary Walk-
Through and Final Inspection will not be conducted until the entire Work of the Project is complete.

B. Contractor’s Certification that the entire Work of the Project is complete.
   1. When all Work is complete and after the Contractor has performed the final cleaning of the entire Project Site and Work area, Contractor must so certify to Owner’s Project Manager and submit a request for a Preliminary Walk-Through Inspection.
   2. If the Contract Documents include a Milestone for the completion of the entire Work of the Project, the Milestone Completion Certification must be submitted concurrently with the Project Completion Certification.

C. Preliminary walk-through inspection.
   1. Within seven (7) Days of receipt of Contractor’s certification that the entire Work of the Project is complete, Owner’s Project Inspector will make a Preliminary Walk-Through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.
   2. If Owner’s Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner’s discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be charged to the Contractor.

D. Final Inspection.
   1. The Final Inspection will occur within twenty-one (21) Days of the Contractor’s Project Completion Certification if the Owner’s Project Manager agrees with the Contractor’s certification.
   2. If Owner’s Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work.
   3. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner’s discretion, any costs to Owner for additional Final Inspections may be charged to the Contractor.

1.18 NOTIFICATION OF NONCOMPLIANCE
   A. If Owner notifies Contractor of any observed noncompliance with the foregoing requirements, Contractor must take immediate corrective action upon receipt of such notice. Such notice, when delivered to Contractor at the Project Site, is sufficient for the purpose of notification.
   B. If Contractor fails or refuses to promptly comply with any notice of noncompliance, Owner may, in addition to other remedies provided by law and/or the Contract Documents, issue an Order to the Contractor to suspend part or all of the Work until Contractor has taken satisfactory corrective action. No part of the cost or time expended by Contractor or its Subcontractors due to such Order to suspend Work shall be made the subject of a Dispute or Claim against Owner for extension of the Contract Time, Contract Sum, or for excess costs or damages of any kind.

PART 2 - PRODUCTS (NOT USED)
PART 3 - EXECUTION (NOT USED)

FORMS

END OF SECTION 01450
SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents, Codes, and Standards
      c. 1.03 – Definitions
      d. 1.04 – Temporary Facilities and Controls
      e. 1.05 – Utilities
      f. 1.06 – Temporary Construction Facilities
      g. 1.07 – Temporary Controls
      h. 1.08 – Fire Protection
      i. 1.09 – Submittals
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms - Table 01500-001, "Permit-required Confined Spaces"

1.02 RELATED DOCUMENTS, CODES AND STANDARDS
A. Document 00700.3.5, "Use of Site"
B. Document 00700.3.6, "Workplace Environment"
C. Document 00700.3.13, "Cleanup"
D. Document 00700.3.14, "Disposal of Material Outside Project Area"
E. Document 00700.3.15, "Hazardous Materials"
F. Document 00700.3.16, "Safe Use of Pesticides"
G. Document 00700.3.17, "Trenching and Excavation"
H. Document 00700.3.18, "Air Pollution Control"
I. Document 00700.3.19, "Water Pollution Control"
J. Document 00700.3.20, "Sound Control"
K. Document 00700.3.21, "Worker’s Sanitary Provisions & Use of Owner’s Facilities"
L. Document 00700.10, "Protection of Persons and Property"
M. Document 00700.10.2.1, "Confined Space Entry Program"
N. California Fire Code - Article 87
O. National Fire Protection Association - Standard #1
P. Fire Marshal Standard Details & Specifications - SI-7

1.03 DEFINITIONS
A. **Hot Work** - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.

B. **Fire Marshal** – Office of the Fire Marshal, Santa Clara County

C. **SD&S No. SI-7** – Fire Marshal Standard Details & Specifications Number SI-7 (Construction Site Fire Safety)
D. **Temporary Fencing** - Temporary fencing Provided and Installed by Contractor as needed by Contractor to protect equipment, field office, stored items, Project Site, and Work until final demobilization.

### 1.04 TEMPORARY FACILITIES AND CONTROLS

A. Provide and pay for all temporary utilities, utility usage and service charges, utility meters, controls, and support facilities required for construction of the Project.

### 1.05 UTILITIES

**A. Electricity**

1. Electrical service including metering devices needed by the Contractor to perform the Work must be Provided and paid for by Contractor.
2. Arrange with utility company to provide service required for power and lighting, and pay all costs for service and for power used.
3. Install circuit and branch wiring with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords.
4. Provide adequate artificial lighting for all areas of Work in accordance with industry safety standards including OSHA requirements when natural light is not adequate for Work and for areas accessible to the public.
5. If additional temporary utility poles or electric extensions are deemed necessary by the Contractor to perform Contract Work, Contractor must submit three (3) copies of a plan showing the proposed temporary utility poles or electric extensions prior to installation. Contractor must pay for all additional temporary utility poles or electric extensions installed.

**B. Telephone Service**

1. Arrange with local telephone company to provide direct line telephone service at the construction site. (See Section 01500.1.08.A)
2. Minimum service required:
   a. One direct line instrument in Field Office.
3. Pay all costs for installation, maintenance and removal.
4. Prior to mobilization, Contractor must submit to Owner four (4) copies of a list containing all relevant personnel contact telephone numbers, including emergency contact numbers for nights, weekends, and holidays.

**C. Water Service**

1. Contractor must make arrangements and pay for all water and water metering devices required for construction purposes including landscape irrigation.
2. Contractor must not assume that water required for construction purposes will be available at the Project Site at the times and in the quantities required to support Contractors construction activities.

**D. Sanitary Facilities**

1. Contractor must Provide and pay for an appropriate number of sanitary facilities, in compliance with all laws and regulations, for use by Contractor and Owner’s personnel.
2. Regular service of the sanitary facilities must be maintained by the Contractor to keep a clean, healthy, and hygienically acceptable work environment.
3. Contractor must not use Owner’s Sanitary Facilities without prior written Approval of Owner’s Project Manager. (See Document 00700.3.21, “Worker’s Sanitary Provisions and Use of Owner’s Facilities”.)

**E. Waste Disposal**

1. Unless otherwise specifically stated in the Contract Documents, Contractor must
Provide and pay for all Waste Disposal.

2. Wastes must be properly handled, and stored in covered containers, and removed from the Project Site at least once each week.

3. Wood, cardboard, packing material, form lumber and similar combustible debris shall not be accumulated within buildings. Such debris, rubbish and waste material must be removed from buildings on a daily basis. (See SD&S No. SI-7)

1.06 TEMPORARY CONSTRUCTION FACILITIES

A. Field Office
   1. The Contractor must maintain an active Field Office on site.
   2. Contractor may bring a portable field office on site to support the Contractor’s Work.
   3. All project meetings will be held in the Contractor’s Field Office unless otherwise Directed by Owner’s Project Manager.

B. Advertising
   1. Advertising is not permitted, except that Contractor’s name may be placed on Contractor’s field office.

C. Temporary Fencing
   1. The Contractor must Install Temporary Fencing to protect equipment, field office, and stored items.
   2. Contractor must Provide and pay for Temporary Fencing to protect Project Site and Work areas as needed until final demobilization.

D. Storage Areas and Sheds
   1. Prior to mobilizing to the Project Site, Contractor must submit the intended location of the Contractor’s storage sheds and storage areas for Owner review and acceptance.
   2. Contractor must confine its apparatus, storage of materials, and construction operations to areas Approved by Owner’s Project Manager.
   3. Contractor must not unreasonably encumber the premises and roads with its materials and equipment.
   4. The Contractor must not store bulk quantities of fuel, oils, solvents or any other hazardous materials in storage tanks on-site.

E. Equipment Maintenance and Repair
   1. The Contractor must perform equipment maintenance activities in a designated area that is prepared to protect the ground surface from spills.
   2. The Contractor must collect, contain and properly dispose of all waste material (including waste oil, coolant, grease, and equipment parts) generated from these activities on a daily basis.
   3. Equipment service trucks must provide fuels and lubricants for construction equipment. Contractor must not store bulk quantities of fuel or oil in on-site storage tanks.

F. Vehicular Access
   1. All vehicles must be operated in a safe manner.
   2. Contractor’s equipment must enter and leave the Project area via access routes designated by Owner, and move in the direction of public traffic at all times. All movements on or across public traveled ways must not endanger public traffic.

G. Parking
   1. Parking for personal vehicles of Contractor’s personnel must be limited to designated areas specified or Approved by Owner’s Project Manager.
   2. Contractor must obtain and pay for GSA “parking permits” as needed or required.
   3. Personal vehicles must not be parked in the Work area.
4. Parking of construction equipment must be limited to designated areas specified or Approved by Owner.

5. All vehicles must be parked a minimum of 20 feet from new buildings under construction except construction vehicles may be temporarily parked for loading/unloading or other construction related operations as long as such vehicles are not left unattended at any time. (See Santa Clara Fire Marshall SD&S No. SI-7)

H. Progress Cleaning
   1. Contractor must maintain the Project Site in a clean and orderly condition at all times.
   2. The Contractor must maintain all Project areas free of waste materials, debris, dust, mud and rubbish caused by Contractor’s operations.
   3. Work and storage areas must be kept clean and free of rubbish on a daily basis.
   4. Contractor must immediately remove any spillage resulting from hauling operations along or across any public traveled way.
   5. Contractor must perform daily inspection of Project Site, Work areas, and public traveled ways to enforce the above requirements.

I. Concrete Washout Areas
   1. Concrete washout must be limited to designated areas specified or Approved by Owner.

J. Temporary Living Facilities
   1. Contractor’s employees, or others subject to the Contractor’s control, are not permitted to reside on the Project Site in temporary living facilities.

K. On-site Fabrication areas
   1. On-site Fabrication must be limited to designated areas specified or Approved by Owner.

L. Hoists, Temporary Elevators and Man-lifts
   1. Provide facilities for hoisting materials and employees.
   2. Do not permit employees to ride hoists that comply only with requirements for hoisting materials.
   3. Selection of type, size and number of facilities is the Contractor’s option.
   4. Provide properly trained operating personnel for equipment.
   5. Truck cranes and similar devices used for hoisting are considered equipment and not Temporary Construction Facilities.
   6. Permanent Elevators
      a. Use permanent elevators only with the express written permission of the Owner’s Project Manager.
      b. Contractor must not assume Owner will grant permission to use Permanent Elevators.
      c. If Owner grants permission to use Permanent Elevators, Contractor must comply with all conditions and restrictions associated with Owner’s permission for Contractor’s use of Permanent Elevators.

M. Scaffolding
   1. Furnish, erect and maintain all required scaffolding for the Work of this Project.
   2. Scaffolding and accessories must conform to all regulations governing such equipment.
   3. Maintain scaffolding in conformance with all applicable safety requirements.
   4. Immediately upon completion of use, remove all scaffolding and accessories from the Job Site.
   5. At the Contractor's option, individual Subcontractors may provide scaffolding for their Work; however, all scaffolding remains the responsibility of the Contractor.
N. Temporary Enclosures
   1. Provide temporary weather-tight enclosure of exterior walls for successive areas of
      building as work progresses, as necessary to provide acceptable working conditions, to
      provide weather protection for materials, allow for effective temporary heating, and to
      prevent entry of unauthorized persons.
   2. Provide temporary exterior doors with self-closing hardware and padlocks.
   3. Temporary Enclosures must be removable as necessary for Work and for handling of
      materials.

1.07 TEMPORARY CONTROLS

A. Temporary Barriers
   1. Contractor must Provide and maintain temporary barriers as needed to prevent
      unauthorized entry to Work areas.
   2. Contractor must Provide and maintain temporary barriers as needed to protect existing
      facilities and adjacent properties from damage.
   3. Contractor must Provide adequate measures to protect third party vehicular traffic from
      damage.
   4. Contractor must Provide adequate measures to protect third party foot traffic from
      injury.
   5. Install Temporary Barriers in a neat and reasonable uniform appearance, structurally
      adequate for required purposes.
   7. Relocate Temporary Barriers as required by progress of Construction.
   8. Contractor must remove Temporary Barriers when no longer needed, or at completion.

B. Protection of Work
   1. Contractor must protect installed Work and Provide special protection where needed or
      required by the Contract Documents.
   2. Contractor must Provide suitable drainage to protect the Project Site and the Work.
   3. Contractor must erect such temporary structures as are necessary to protect the Work,
      materials, and equipment from damage.
   4. Contractor must maintain staking, flagging, Temporary Fencing, and barrier fencing
      throughout the Contract Time as required for protecting the Work.

C. Protection of Existing Property
   1. Contractor must protect all existing utilities, landscape, fencing, equipment,
      furniture and all other existing structures and improvements within the Project area not
      specifically scheduled for demolition.
   2. To the extent permitted by law, any damage caused by the Contractor to existing
      utilities, facilities, equipment, furniture, fencing, and all other existing structures and
      improvements must be fully and immediately restored at the Contractor’s expense.

D. Protection of Pedestrians
   1. Contractor must pave pedestrian openings through falsework or Provide full width
      continuous wood walks, and keep all walkways clear.
   2. Contractor must protect pedestrians from falling objects and water runoff.
   3. Overhead protection for pedestrians must extend not less than four (4) feet beyond the
      edge of a structure.

E. Security
   1. The security of the Project Site, Work area, and stored materials is the Contractor’s
      responsibility during the entire Contract Time.
   2. Owner is not responsible for damage to or loss of Contractor's materials and equipment
left at the Project Site.

3. Contractor must repair, replace, or restore all existing facilities, equipment, furniture, and new Work damaged, destroyed, lost, stolen, or defaced due to vandalism or theft.

F. Traffic Control:
1. The Contractor must not stage vehicles or equipment on railroad tracks, private property, or on any public street unless expressly authorized in advance by the local jurisdiction or private property owners.
2. The Contractor must keep all surface areas (i.e., site roads, off-site streets, and parking areas) clear of dirt, mud, and debris and must clean such surfaces as needed, or as Directed by the Owner’s Project Manager.
3. Locate temporary roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, Work and storage areas, and other areas as required for efficient execution of the Work.
4. Keep fire hydrants and water control valves free from obstruction and accessible for use.
5. Provide flagmen for traffic control as needed or required.
6. At completion of the Work, permanent roads and entranceways must be left in at least equal condition to that existing at the start of the Work, except as may be otherwise required by the Contract Documents.

G. Noise Control
1. Unless the Owner’s Authorized Representative grants a waiver in writing, Contractor must comply with all local noise ordinances, and must limit the Normal Hours Of Work accordingly. (See Document 00700.3.20, “Sound Control”)

H. Dust Control:
1. Contractor must minimize dust nuisances resulting from performance of the Work, both inside and outside the Project limits, by applying either water or dust palliative, or both. (See Document 00700.3.18, “Air Pollution Control”)

I. Surface Water Control:
1. Contractor must:
   a. Construct whatever temporary facilities are necessary to provide prevention, control and abatement of water pollution. (See Document 00700.3.19, “Water Pollution Control”)
   b. Control surface drainage water to prevent damage to the Work, Project Site or adjoining properties.
   c. Provide whatever temporary measures are needed or required including but not limited to berms, dikes, ditches, and drains to direct surface drainage away from excavations, trenches, pits, tunnels and other Work areas.
   d. Provide, operate and maintain equipment of adequate capacity to control surface water.
   e. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Work, Project Site or to adjoining areas.
   f. Plan and execute earthwork operations by methods which control surface drainage.
   g. Expose minimum amount of bare soil at any given time.
   h. Inspect earthwork daily for evidence of erosion and apply erosion control measures as needed or required.

2. Contractor must obtain and pay for any discharge permits required.

J. Trenching and Excavation
1. Before any excavation, Contractor must, pursuant to California Government Code
§4216 and Cal/OSHA 8CCR1540, outline the excavation in white paint (preferably chalk or water base), provide two workdays notice to Underground Service Alert (1-800-227-2600), obtain a locator number, and follow all necessary procedures to avoid underground facility damage.

2. Contractor must meet all regulatory requirements and Provide adequate temporary protection before, during, and after all Trenching and Excavation activities. (See Document 00700.3.17, "Trenching and Excavation").

K. Pesticide Use
   1. Contractor must comply with Division B28 of the Santa Clara County Ordinance Code relating to integrated pest management and pesticide use. (See Document 00700.3.16, “Safe Use of Pesticides”)

L. Compliance with Owner’s Policies, Ordinances, and Regulations
   1. Contractor must comply with Owner’s Policies, Ordinances, and Regulations regarding signs, advertising, barricades, danger signals, pesticide use, fires, smoking, security, noise, or other policies or regulations, and must require all persons employed on the Work to comply with all building or institutional regulations, and vehicle, street and highway codes while on the premises and roads relating to the Project Site.

M. Temporary Heat and Ventilation
   1. Provide temporary heat and ventilation in interior spaces prior to and when work is being performed.
   2. Maintain adequate environmental conditions to facilitate progress of the Work.
   3. Meet specified minimum conditions for the installation of materials.
   4. Protect materials and finishes from damage due to temperature or humidity.
   5. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
   6. Portable heaters must be standard approved units complete with controls and meet the requirements of Section 01500.1.08.Q, “Temporary Heating Equipment.”
   7. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

N. Confined Spaces
   1. Contractor must comply with all State and Federal OSHA requirements, and all of Owner’s requirements regarding entry into confined spaces including but not limited to the following:
      a. Before starting any Work, submit for Owners review and acceptance a confined space entry program applying to all existing permit-required confined spaces identified by Owner in the Contract Documents (see Table 01500-001, “Permit-required Confined Spaces”), or defined by regulations, and any confined spaces identified or created by Contractor or Owner during the Contract Time. Owner has the right to identify additional spaces to be treated as confined spaces by Contractor at any time during the Contract Time, without changing the Contract Sum or Contract Time if such additional spaces were created by Contractor.
      b. Maintain written records of all entries into confined spaces and all activities conducted in confined spaces.
      c. Coordinate all entry operations with Owner when both Contractor’s personnel and Owner’s personnel will be working in or near a confined space in the Project area. Owner will endeavor to give Contractor at least twenty-four (24) hours advance notice of such entry except in unforeseen situations and emergencies.
      d. Inform Owner in writing at the conclusion of entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces
during entry operations.

1.08 FIRE PROTECTION (See SD&S No. SI-7)

A. Prior to performing any Work at the Project Site, Contractor must establish at the Project Site, methods, procedures, and equipment for emergency notification to the fire department via telephone. The street address of the construction site must be posted adjacent to the telephone, along with the public safety emergency telephone number(s).

B. Fire Department Access Roadways

1. The Project Site must be accessible by fire department apparatus by means of roadways having an all-weather driving surface of not less than 20 feet of unobstructed width.

2. The Fire Department Access Roadway must have the ability to withstand the live loads of fire apparatus, and have a minimum 15 feet of vertical clearance.

3. Dead-end Fire Department Access Roadway in excess of 150 feet in length must be Provided with turnarounds approved by the Fire Marshal.

4. If permanent Fire Department Access Roadways are not available during any part of the Contract Time, Contractor must Provide temporary Fire Department Access Roadways complying with the following requirements:
   a. The roadway must be approved by the Fire Marshal
   b. As a minimum, the roadway must consist of a compacted sub-base and six inches (6") of road base material (Class II aggregate base rock), both compacted to a minimum of ninety-five (95%).
   c. The perimeter edges of the roadway must be contained and delineated by curb and gutter or other method approved by the Fire Marshal.
   d. Surface drainage must be Provided.
   e. The integrity of the roadway must be maintained at all times.
   f. The Contractor must include activities in Contractor’s Progress Schedules for Fire Marshal approval and construction of the temporary Fire Department Access Roadway.

C. Fire Alarm Systems

1. Fire alarm systems must be maintained operational at all times during building alterations.

2. When an alteration requires modification to a portion of the fire alarm system, the portion of the system requiring Work must be isolated and the remainder of the system must be kept in service whenever practical.

3. When it is necessary to shut down an entire fire alarm system, Contractor must provide a fire watch or other mitigation approved by the Fire Marshal. The mitigation measures must remain active until the system is returned to full service.

D. Area Separation Walls

1. When area separation walls are required, the wall construction must be completed, with all openings protected, immediately after the building is sufficiently weather-protected at the location of the wall(s).

2. Contractor’s Progress Schedule must include specific activities showing the installation of area separation walls.

E. Fire Extinguishers

1. Portable fire extinguishers must be Provided and must be mounted on a wall or post at each usable stairway such that the travel distance to any extinguisher does not exceed 75 feet.

2. Mounting height to the top of the extinguisher must not exceed five feet (5’).
3. Extinguishers must have not less than a 2A1 OBC rating or as otherwise directed by the Fire Marshal.

4. The Contractor must ensure an adequate number of individuals are trained in the proper use of portable fire extinguishers.

F. Standpipes
   1. Where standpipes are required, the standpipes must be installed when the progress of construction is not more than 35 feet in height above the lowest level of the fire department access.
   2. The standpipe system must be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.
   3. Contractor’s Progress Schedule must include specific activities showing the installation of standpipes.

G. Fire Hydrants
   1. If underground water mains and fire hydrants are required as part of the Work, they must be installed, completed, and in service prior to combustible construction materials accumulating on the Project Site.
   2. Contractor’s Progress Schedule must include specific activities showing the installation of water mains and fire hydrants.

H. Fire Sprinkler Systems
   1. If automatic fire sprinkler systems are required as part of the Work, the system must be placed in service as soon possible.
   2. Immediately upon the completion of sprinkler pipe installation on each floor level, the piping must be hydrostatically tested and inspected.
   3. After inspection and approval from the Fire Marshal, each floor level of sprinkler piping must be connected to the system supply riser and placed into service.
   4. Prior to installation of the permanent monitoring system, an exterior alarm bell may be installed and connected to a sprinkler water flow device to provide notification when the system is activated.
   5. For buildings equipped with fire sprinkler systems that are undergoing alterations, the sprinkler system(s) must remain in service at all times except when system modifications are necessary.
   6. Fire sprinkler systems undergoing modifications must be returned to service at the end of each workday unless otherwise approved by the Fire Marshal.
   7. The Contractor must check the sprinkler control valve(s) at the end of each workday to confirm the system has been restored to service.
   8. Contractor’s Progress Schedule must include specific activities showing the installation of Fire Sprinkler Systems including all sequencing restrictions identified in the requirements of the Contract Documents.

I. Exiting Requirements
   1. All new buildings under construction must have a least one unobstructed exit.
   2. For new multi-story buildings, each level above the first story must be provided with at least two usable exit stairs after the floor decking is installed. The stairways must be continuous and discharge to grade level.
   3. Stairways serving more than two floor levels must be enclosed (with openings adequately protected) after exterior walls/windows are in place.
   4. Exit stairs in new and existing, occupied buildings, must be lighted and maintained clear of debris and construction materials at all times. (Exception: For new multi-story buildings, one of the required exit stairs may be obstructed on not more than two (2) contiguous floor levels for the purposes of stairway construction; i.e., installation of...
5. Designated exterior assembly points must be established for all construction personnel to relocate to upon evacuation.

6. Contractor’s Progress Schedule must include specific activities showing the installation of exit stairs including all sequencing restrictions identified in the requirements of the Contract Documents.

J. Oily Rags
   1. Oily rags and similar material must be stored in metal or other approved containers equipped with tight-fitting covers.

K. Smoking
   1. Smoking is prohibited anywhere inside or on the roof of new buildings under construction or in the Work area of buildings undergoing alteration.
   2. A suitable number of "NO SMOKING" signs must be posted to ensure smoking is controlled.

L. Asphalt and Tar Kettles
   1. Asphalt kettles must not be located within 20 feet of any combustible material, combustible building surface or building opening.
   2. With the exception of thermostatically controlled kettles, an attendant must be within 100 feet of a kettle when the heat source is operating.
   3. Ladders or similar obstacles must not form a part of the route between the attendance and the kettle.
   4. Kettles must be equipped with tight-fitting covers.
   5. A minimum 20-B:C rated portable fire extinguisher must be located within 30 feet of each asphalt kettle when the heat source is operating.
   6. Minimum 20-B:C rated portable fire extinguishers also must be located on roofs during asphalt coating operations.

M. Compressed Gases
   1. Gas cylinders must be marked with the name of the contents.
   2. Gas cylinders must be stored upright and secured to prevent falling.
   3. When not in use, gas cylinder valve protective caps must be in place.
   4. Gas cylinders must be protected against physical damage.
   5. When stored, gas cylinders must be separated from each other based on their hazard classes.
   6. Combustible materials must be kept a minimum of 10 feet from gas containers.
   7. Gas cylinders must not be placed near elevators, unprotected platform edges or other areas where they would drop more than two feet (2').
   8. Gas cylinders must not be placed in areas where they may be damaged by falling objects.
   9. Ropes, chains or slings must not be used to suspend gas cylinders unless the cylinder was manufactured with appropriate lifting attachments.

N. Liquid Petroleum Gas Storage and Use
   1. Liquid petroleum gas (LP-Gas) storage and use must comply with the following:
      a. If not prohibited by other sections of the Contract Documents, propane containers may be used in buildings under construction or undergoing major renovation as a fuel source for temporary heating for curing concrete, drying plaster and similar applications in accordance with the following:
         (1) Heating elements (other than integral heater-container units) must be located at least 6 feet from any LP-Gas container.
(2) Integral heater container units specifically designed for the attachment of the
heater to the container, or to a supporting standard attached to the container,
may be used provided they are designed and installed so as to prevent direct
or radiant heat application to the LP-Gas container.

(3) Blower and radiant type units must not be directed toward any LP-Gas
container within 20 feet.

(4) Heat producing equipment must be installed with clearance to the
combustibles in accordance with the manufacturer's installation instructions.

(5) Cylinders must comply with DOT cylinder specifications and must be secured
in an upright position.

(6) Regulators must be approved for use with LP-Gas. Fittings must be designed
for at least 250-psig service pressure.

(7) Hoses must be designed for a working pressure of at least 350 psig (unless
limited to 5 psig) and shall be a maximum of 6 feet in length.

(8) Portable heaters must be equipped with an approved automatic device to shut
off the flow of gas to the main burner and to the pilot in the event of flame
extinguishment or combustion failure.

(9) Portable heaters with an input of more than 50,000 Btu/hr must be equipped
with either a pilot that must be "proved" before the main burner can be turned on,
or provided with an approved electronic ignition system.

b. In addition to the above, for LP-Gas storage/use in buildings undergoing alteration
and that are fully or partially occupied, the following shall also apply:

(1) Specific approval must be obtained from the Fire Marshal prior to bringing LP-
Gas containers onto the Project Site.

(2) The maximum water capacity of individual containers shall be 5-gallon water
capacity and the number of containers in the building shall not exceed the
number of workers assigned to using the LP-Gas.

(3) Containers having a water capacity greater than 2 1/2 lb. [1 quart] must not be
left unattended.

O. Hot Work

1. The use of Hot Work equipment must be in accordance with the following guidelines,
including a pre-site inspection, fire watch and post inspection procedures.

a. Pre-site Inspection: An inspection of the Hot Work site must be conducted by the
Contractor or his/her designee prior to Hot Work operations to ensure:

(1) the Hot Work site is clear of combustibles or that combustibles are
protected;

(2) exposed construction is of noncombustible materials or that combustible
materials are protected;

(3) openings are protected;

(4) there are no exposed combustibles on the opposite side of partitions, walls,
ceilings, floors, etc.;

(5) fire extinguishers are available, fully charged and operable; and

(6) fire watch personnel are assigned, equipped and trained.

b. Fire Watch: The sole duty of fire watch personnel must be to watch for the
occurrence of fire during and after Hot Work operations.

(1) Individuals designated to fire watch duty must have fire-extinguishing equipment
readily available and must be trained in the use of such equipment.

(2) Personnel assigned to fire watch must be responsible for extinguishing
spot fires and communicating an alarm.
(3) Hot Work conducted in areas with vertical and horizontal fire exposures that cannot be observed by a single individual must have additional personnel assigned to fire watches to ensure that all exposed areas are monitored.

c. Post Inspection: The fire watch must be maintained a minimum of 30 minutes after the conclusion of the Work to look out for leftover sparks, slag or smoldering combustibles.

P. Combustion Powered Equipment

1. Combustion powered equipment must be used in accordance with the following:
   a. Equipment must be located so that exhausts do not discharge against combustible materials.
   b. When possible, exhausts must be piped to the outside of the building.
   c. Equipment must not be refueled while in operation.
   d. Fuel for equipment must be stored in an approved area outside of the building.

Q. Temporary Heating Equipment (See Santa Clara Fire Marshall SD&S No. SI-7)

1. Temporary heaters, such as those that are liquid petroleum gas (LP-Gas) fueled, shall be listed and must be installed, used, and maintained in accordance with the manufacturers instructions.
2. Temporary heating devices must be secured properly and kept clear from combustible materials.
3. Refueling operations must be conducted in an approved manner.

R. Combustible Material Storage

1. Combustible construction materials must be stored a minimum of 20 feet from buildings under construction or undergoing remodel, except:
   a. Materials staged for installation on a floor level.
   b. When specifically approved by the Fire Marshal, materials may be stored in parking garages of Type I construction if the automatic fire sprinkler system is in service and vertical openings are protected.

S. Flammable and Combustible Liquids

1. Storage areas for flammable and combustible liquids must be kept free of weeds and extraneous combustible material. Open flames and smoking are prohibited in flammable or combustible liquid storage areas.
2. Tanks and containers must be marked with the name of the product and "FLAMMABLE KEEP FIRE AND FLAME AWAY." Tanks (containers in excess of 60 gallons) shall also be labeled, "KEEP 50 FEET FROM BUILDINGS."
3. Metal containers for Class I or II liquids must be in accordance with DOT requirements or must be of an approved design. Discharge devices must not cause an internal pressure on the container. Individual containers must not be interconnected and must be kept closed when not in use.
4. Secondary containment or a means of spill control, drainage control, and dike control is required for large containers (such as 55 gallon drums) and tanks as approved by the Fire Marshal.
5. Plans for the installation/use of any aboveground storage tank (containers greater than 60 gallons) must be submitted to the Owner and Fire Marshal for review and permit prior to procuring proposed tank.

T. Burning on the Project Site is prohibited.

1.09 SUBMITTALS

A. Contractor must submit the following items to the Owner for review and acceptance prior to mobilization:
1. Three (3) copies of a site map identifying the locations of:
   a. Contractor’s field office (See Section 01500.1.06.A)
   b. Storage sheds and storage areas (See Section 01500.1.06.D)
   c. Project Site access and egress points (See Document 00700.10.3.3)
   d. Fabrication areas (See. Section 01500.1.06.K)
   e. Equipment maintenance area (See Section 01500.1.06.E)
   f. Parking area for personal vehicles (See Section 01500.1.06.G)
   g. Parking and maintenance area(s) for construction equipment (See Section 01500.1.06.G)
   h. Temporary utility poles or electric extensions (See Section 01500.1.05.A.5)
   i. Concrete washout area(s) (See. Section 01500.1.06.I)
   j. Temporary and/or Construction Fencing location(s)

2. Eight (8) copies of a written description of what types of materials will be used as temporary barriers and protection and how they will be utilized. (See Section 01500.1.07, “Temporary Controls”)

3. Three (3) copies of a letter designating an authorized representative for the Contractor who will have the authority to represent and act for Contractor at the Project Site. (See Document 00700.3.7.1). Include the telephone and/or pager numbers at which the Contractor’s Authorized Representative can be reached at all times. (See Document 00700.3.7.4)

4. Four (4) copies of a confined space entry program applying to all existing permit-required confined spaces identified by Owner in the Contract Documents, or defined by regulations, and any confined spaces identified or created by Contractor or Owner during the Contract Time.

B. Contractor must submit one reproducible and eleven (11) copies of the following items for Owner and Fire Marshal review and acceptance:

1. Plans for the installation/use of any aboveground storage tank (containers greater than 60 gallons).

2. Plans for temporary Fire Department Access Roadways, if needed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01500
SECTION 01515
SOLID WASTE MANAGEMENT AND RECYCLING PLAN

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Sections
      c. 1.03 - Definitions
      d. 1.04 - Intent
      e. 1.05 - Submittals
      f. 1.06 - Recycling Requirements
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms
      a. Form 01515-F1 “Summary of Solid Waste Disposal and Diversion”

1.02 RELATED SECTIONS
A. Division 1 Section 01330, “Submittal Procedures”
B. Division 1 Section 01500, “Temporary Facilities and Controls”
C. Division 1 Section 01740, “Cleaning”

1.03 DEFINITIONS
A. Inert Fill - A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
   1. Inert Solids/Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board and does not contain significant quantities of decomposable solid waste.
B. Class III Landfill - A landfill that accepts non-hazardous waste such as household, commercial and industrial waste, including construction, remodeling, repair and demolition operations.
C. Construction and Demolition Waste - Includes solid wastes, such as building materials, packaging, rubbish, debris and rubble resulting from construction, remodeling, repair and demolition operations.
   1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
   2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.
D. Chemical Waste - Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.
E. Sanitary Wastes – Includes:
   1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution or consumption of food.
   2. Sewage: Domestic sanitary sewage.

1.04 INTENT
A. Owner is committed to promoting efforts to have the Work performed in an environmentally sensitive manner.

B. To promote this effort the Contractor is required to:
   1. Make reasonable efforts to affect optimum control of solid wastes.
   2. Prepare and comply with a Project specific Solid Waste Management Plan.

1.05 SUBMITTALS

A. Submit the following according to the requirements of the Contract Documents:
   1. Solid Waste Management Plan
      a. No later than twenty-eight (28) Days after the start date for the Work stated in the Notice to Proceed, Contractor must schedule and conduct a meeting with Owner to discuss Contractor’s proposed Solid Waste Management Plan.
      b. No later than forty-five (45) Days after the start date for the Work stated in the Notice to Proceed, prepare and submit four (4) copies of a written and/or graphic Solid Waste Management Plan including, but not limited to, the following:
         (1) Permit or license and the location of the solid waste disposal area(s).
         (2) Procedures for Recycling/Re-Use Program.
      c. Revise and resubmit Solid Waste Management Plan as required by Owner.
   2. Review of the Contractor’s Solid Waste Management Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

B. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must submit four (4) copies of a summary of solid waste generated by the Contractor’s operations.
   1. Submit on Form 01515-F1 or other form acceptable to Owner.
   2. Include manifests, weight tickets, receipts, and invoices specifically identifying the Project and waste material from:
      a. Recycling Centers.
      b. Class III Landfills.
      c. Inert Fills.

1.06 RECYCLING REQUIREMENTS

A. Recycling: Implement a recycling program that includes separate collection of waste materials of the following types:
   1. Concrete.
   2. Metal:
      a. Ferrous.
      b. Non-ferrous.
   3. Wood.
   4. Debris.
   5. Glass.
   6. Fluorescent light tubes
   7. Paper:
      a. Bond.
      b. Newsprint.
c. Cardboard and paper packaging materials.

8. Others as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

Form 01515-F1

**SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION**

| Project Name: | | |
| Contractor Name: | | |
| Address: | | |
| License Number: | | |

Enter the weight and cubic yardage of each Type of Material diverted or disposed of in the appropriate column.

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<th>Type of Material</th>
<th>Disposed in Class III Landfill</th>
<th>Disposed in Inert Fill</th>
<th>Diverted from Landfill by Recycling</th>
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<tr>
<td>Concrete</td>
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<td>Porcelain</td>
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<td>Ferrous metal</td>
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<tr>
<td>Non-ferrous metal</td>
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<td>Bond paper</td>
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<td>Newsprint</td>
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<td>Others</td>
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</tbody>
</table>

END OF SECTION 01515
SECTION 01525
FIRE PROTECTION PLAN

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 – Related Sections And Standards
   c. 1.03 - Definitions
   d. 1.04 - Fire Protection Plan Requirements
   e. 1.05 - Implementation
   f. 1.06 - Submission

2. Part 2 – Products (Not Used)
3. Part 3 – Execution (Not Used)
4. Part 4 – Forms (Not Used)

1.02 RELATED SECTIONS AND STANDARDS

A. Division 1 Section 01500, “Temporary Facilities and Controls”
B. California Fire Code - Article 87
C. National Fire Protection Association - Standard #1
D. Fire Marshal Standard Details & Specifications - SI-7

1.03 DEFINITIONS

A. Hot Work - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.
B. Fire Marshal – Office of the Fire Marshal, Santa Clara County
C. SD&S No. SI-7 – Fire Marshal Standard Details & Specifications Number SI-7 (Construction Site Fire Safety)

1.04 FIRE PROTECTION PLAN REQUIREMENTS

A. Contractor must prepare and submit a written Fire Protection Plan.
B. The written Fire Protection Plan must meet the requirements of the Contract Documents and be consistent with the fire safety precautions specified in SD&S No. SI-7.
C. At a minimum, the fire protection plan must include:

1. The name and contact phone number of the person(s) responsible for compliance with the Fire Protection Plan.
2. Procedures for:
   a. Reporting emergencies to the fire department.
   b. Emergency notification, evacuation and/or relocation of all persons in the building under construction and on the Project Site.
   c. Hot Work operations
   d. Management of hazardous materials
e. Removal of combustible debris
f. Maintenance of emergency access roads.

3. Floor plans identifying the locations of:
   a. Exits
   b. Exit stairs
   c. Exit routes
   d. Portable fire extinguishers.

4. Site plans identifying:
   a. Designated exterior assembly areas for each evacuation route.
   b. Fire apparatus access roadways
   c. On-site fire hydrants

1.05 **IMPLEMENTATION**

A. Contractor is responsible for implementation of the requirements and provisions of the approved Fire Protection Plan.

B. Contractor is responsible for communicating the requirements of the Fire Protection Plan to all Subcontractors and other personnel working at the Project Site.

1.06 **SUBMISSION**

A. Submit four (4) copies of a Fire Protection Plan.

B. Fire Marshal must approve the Fire Protection Plan prior to Contractor performing Work at the Project Site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01525
SECTION 01535
CONSTRUCTION FENCING

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Sections
      c. 1.03 - Definitions
      d. 1.04 - Construction Fencing
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
      a. 3.01 Construction
   4. Part 4 – Forms (Not Used)

1.02 RELATED SECTIONS
A. Section 01500.1.09.A.1.J, Site Map Submittal
B. Section 01500.1.06.C, “Temporary Fencing”

1.03 DEFINITIONS
A. Temporary Fencing - Temporary fencing Provided and Installed by Contractor as required by other Sections of the Contract Documents.
B. Construction Fencing - Temporary fencing to be Provided and Installed by Contractor for the duration of construction as required by this Section.

1.04 CONSTRUCTION FENCING
A. Prior to start of Work at the Project Site, install site enclosure fence with suitable locked entrance gates.
B. Locate as shown on Drawings or as Approved by Owner’s Project Manager.
C. Locate vehicular entrance gates in suitable relation to construction facilities and to avoid interference with traffic on public thoroughfares.
D. Locate pedestrian entrance gates as required to provide controlled personnel entry, in suitable relation to construction parking facilities.
E. Fencing Materials:
   1. No. 11 gauge, 2-inch mesh, 72-inch high galvanized chain link fabric with extension arms and 3b strands of galvanized barbed wire.
   2. Galvanized steel posts; 1-1/2 inch O.D. line posts and 2 inch O.D. corner posts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION
3.01 CONSTRUCTION
A. Construct open-mesh fence in accordance with industry standards.

PART 4 - FORMS (Not Used)

END OF SECTION 01535
PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 - Related Documents (Not Used)
      c. 1.03 - Definitions (Not Used)
      d. 1.04 – General
      e. 1.05 - Hostage Negotiation Policy
      f. 1.06 - Lockdown
      g. 1.07 - Restricted Materials
      h. 1.08 - Security Clearance
      i. 1.09 - Access To Secured Facility Work Area
      j. 1.10 - Work Area Security
      k. 1.11 - Facility Disruption
      l. 1.12 - Tool Control
      m. 1.13 – Vehicle Security
      n. 1.14 – Scheduling Work
      o. 1.15 – Security Escorts
      p. 1.16 – Normal Hours of Work
      q. 1.17 – Material Control
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS (Not Used)
1.03 DEFINITIONS (Not Used)
1.04 GENERAL
A. Contractor personnel are prohibited from communicating with inmates.
B. All County facilities are “No Smoking” facilities.

1.05 HOSTAGE NEGOTIATION POLICY
A. The facility is a "NO HOSTAGE" area.
B. If Contractor personnel are taken hostage, the DOC will NOT negotiate for the release of an inmate based on the status of any hostage.
C. The Contractor is responsible to inform all Contractors' personnel working within the facility of
1.06 LOCKDOWN
   A. On occasion, the facility must be "Locked Down" for security reasons.
   B. If there is a security threat inside the facility, Contractor personnel may be ordered to leave
      the facility. In this eventuality, the all Contractor personnel must comply immediately.

1.07 RESTRICTED MATERIALS
   A. No firearms, narcotics, drugs, intoxicants, or other similar materials are permitted on the
      Project Site.
   B. Contractor personnel must not smoke inside the secure facility.
   C. Contractor personnel must not to bring cigarettes or other tobacco products into the facility.
      Inmates often attempt to gain access to them.

1.08 SECURITY CLEARANCE
   A. Prior to performing Work within secured facilities operated by Santa Clara County Department
      of Corrections (DOC), Contractor personnel are required to obtain Security Clearance.
   B. Contractor personnel may be required to submit to fingerprinting.

1.09 ACCESS TO SECURED FACILITY WORK AREA
   A. DOC staff will control all access to the Work area.
   B. All vehicles, equipment, supplies and persons are subject to a security check before entering
      or leaving the site. The process to enter or exit the facility normally takes from one (1) to fifteen (15)
      minutes depending on the time of day. The cost of lost time checking in and out is the responsibility
      of the Contractor.
   C. All Contractor personnel, equipment, supplies, and materials must use the East Gate
      entrance.
   D. Contractor personnel must have their identification ready when they arrive.
   E. The guard at the entry gate will issue a Contractor Badge in exchange for the individual’s
      driver’s license.
   F. Contractor personnel must report to the DOC Operations Office and check in with the
      Operations Officer.

1.10 WORK AREA SECURITY
   A. Almost anything is of value to an inmate. Items as simple as a nail or scrap of wire can be
      fashioned into a dangerous device that an inmate may use to damage property, attempt
      escape or even take a life. Contractor personnel must be aware of their surroundings at all times and
      be extra careful to keep all objects secured. Special precautions are required of the Contractor to
      prevent the contamination of the Work area with metal scraps and debris.
   B. Contractor must clear, clean, and lock the Work area at the end of each day.
   C. The Contractor must report to the DOC Operations Office immediately on discovery, of the
      loss of any tools, equipment, materials, or other items stored or used on the Project Site.
   D. Contractor's equipment must be rendered temporarily inoperative when not in use, by locking
      or other means.

1.11 FACILITY DISRUPTION
   A. Contractor must at all times conduct their operations so as not to interrupt or disrupt the
      functioning of the facility.
B. All Work that will or may affect the operation of the facility must be scheduled 72-hours in advance and be accepted in writing by the DOC Operations Office.

1.12 TOOL CONTROL
A. The quantity and type of tools taken by Contractor personnel into secured facilities is restricted.
B. The use of explosive powered tools, fasteners, and devices is prohibited unless Contractor obtains prior written permission from DOC Operations Office.
C. In addition to Contractor's general inventory and control procedures, DOC Operations Office may require Contractor to maintain special inventory and/or control procedures for:
   1. Sharp cutting instruments and tools, i.e., hacksaw blades, and files, etc.
   2. Ropes
   3. Ladders
   4. Volatiles, quick evaporating liquids and alcohol base thinners.
D. Contractor personnel must only bring the tools they actually need to perform work into the facility.
E. Tool control is Contractor's responsibility. Contractor must ensure their tools are properly secured at all times.
F. Contractor personnel are required to account for all tools and materials taken into secured facilities. The DOC Staff may, at any time, inventory Contractor's tools.
G. Rolling, lockable tool cabinet(s) are required within the secure facility. Tools must be kept in the locked toolbox whenever possible.
H. If Contractor personnel leave the Work Area at any time during the day, their tools must be secured in the locked tool cabinet.
I. Contractor must inspect Work Area for forgotten tools or material at the end of each day.
J. All tools must be stored at the close of Normal Hours of Work and locked in a place of security provided by the Contractor, as approved by DOC Operations Office.
K. All tools transported in vehicles must be secured within the vehicles.
L. Tools hanging from tool belts are not permitted.
M. Contractor personnel are prohibited from leaving unsecured tools in vehicles or anyplace where inmates can access them.
N. If Contractor discovers that a tool is missing, the loss must be immediately reported to the DOC Operations Office.

1.13 VEHICLE SECURITY
A. All persons must remove ignition keys from their vehicles when they are out of the vehicles.
B. Unattended vehicles must be locked at all times.
C. Contractor parking outside and within the secured facility is restricted.
D. Vehicles must only be parked in areas designated by DOC Staff.

1.14 SCHEDULING WORK
A. Contractor must inform DOC Operations Office of their planned Work schedule.
B. If a Contractor is unable to be on site as scheduled, Contractor must notify the DOC Operations Office indicating that the Contractor will be delayed or that the scheduled work for that day is cancelled. This notice is required no later than 30 minutes before the scheduled beginning of work.
1.15 SECURITY ESCORTS

A. Contractors are not permitted on-site when unescorted by DOC Operations staff.

B. Escorts are required for all Contractor personnel entering or leaving a secured construction area. C. The DOC Operations Office will furnish escorts to the Contractor.

C. Escorts will be furnished based on the schedule that is agreed upon by the Owner's Project Manager, DOC Operations Office, and the Contractor.

D. Any changes to the agreed upon escort schedule must be approved by the Owner's Project Manager, and DOC prior to the change taking effect.

E. Contractor personnel must contact the DOC Operations Office (957-5440) at least thirty (30) minutes prior to arriving at the facility entrance. The notification is required to coordinate the availability of the security escort with the actual arrival of the Contractor personnel at the facility.

F. Contractor personnel must work and take breaks during the times that the escorts are available.

1.16 NORMAL HOURS OF WORK

A. The Normal Hours Of Work within all DOC Facilities are:
   1. Monday through Friday
      a. 7:00 a.m. to 10:30 a.m.
      b. 10:30 a.m. to 11:30 a.m. -Lunch Break (no escort available)
      c. 11:30 a.m. to 4:30 p.m.
   2. Any work performed on holidays, weekends, or between the hours of 4:30 p.m. and 7:00 a.m. is considered to be work performed outside Normal Hours Of Work.

B. Weekend access is normally not available

C. Whenever the Contractor intends to perform work outside the Normal Hours Of Work, Contractor must request permission by giving written notice to the Owner's Project Manager and DOC Building Operations Manager at least seventy-two (72) hours prior to performing the Work. Requests to work outside Normal Hours Of Work must be approved by both the Owner's Project Manager and the DOC Building Operations Manager.

1.17 MATERIAL CONTROL

A. Material may be delivered to DOC Operations Office during Normal Hours Of Work.

B. Materials will be stored in areas designated by DOC Operations.

C. At the end of each workday, Contractor must clear the Work area(s) of debris, trash, rubbish, tools, materials, supplies and any other object that could be used as a weapon.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01540
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - SWPPP Requirements
      e. 1.05 - Submittals
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.19, “Water Pollution Control”
B. Section 01330, “Submittal Procedures.”
C. Section 01450, “Contractor’s Quality Control (QC) System”

1.03 DEFINITIONS

A. NOI - Notice of Intent
B. SWPPP - Storm Water Pollution Prevention Plan
C. NOT - Notice of Termination

1.04 SWPPP REQUIREMENTS

A. The project will comply with the NPDES General Construction Activity Storm Water Permit administered by the Regional Water Quality Control Board.
B. Prior to construction grading for the proposed land uses, the Owner will file a “Notice of Intent” (NOI) to comply with the General Permit.
C. The Contractor must prepare and maintain for the entire construction period a Storm Water Pollution Prevention Plan (SWPPP) which addresses measures Contractor will implement to minimize and control construction and post-construction storm water runoff.
D. At a minimum, the following measures must be included in the SWPPP:
   1. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
   2. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
   3. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
   4. Stockpiles of soil or other materials that can be blown by the wind will be watered or covered.
   5. All trucks hauling soil, sand, and other loose materials will be covered and maintain at least two feet of freeboard.
   6. All paved access roads, parking areas, staging areas and residential streets adjacent to
the construction sites will be swept daily (with water sweepers).

E. Contractor must submit twelve (12) copies of the draft SWPPP to the Owner for review and acceptance prior to construction.

F. The certified SWPPP must be available at the Project Site and must be updated to reflect current site conditions.

G. When the construction phase is complete, Contractor must file a Notice of Termination (NOT) for the General Permit for Construction with the Regional Water Quality Control Board and applicable Governmental Agency. The NOT must document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described in the SWPPP for the site. Submit three (3) copies of the NOT to the Owner.

1.05 SUBMITTALS

A. Submit the Storm Water Pollution Prevention Plan (SWPPP) in accordance with Section 01300, "Submittal Procedures."

B. Submit required copies of the Notice of Termination (NOT) to the Owner

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01570
SECTION 01600
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - Product Delivery, Storage, and Handling
      e. 1.05 - Packaging
   2. Part 2 – Products
      a. 2.01 - Unauthorized Products
      b. 2.02 - Product Availability
      c. 2.03 - Product Requirements
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.25, “Certification by Contractor of Recycled Content”
B. Document 00700.3.26, “Submittals”
C. Document 00700.3.30, “Substitutions”
D. Division 1 Section 01330, “Submittal Procedures”
E. Division 1 Section 01630, “Product Substitution Procedures”

1.03 DEFINITIONS
A. **Products** - Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock.
   1. The term "Product" includes the terms "material," "equipment," "system," and terms of similar intent.
   2. Product means New Products including material, machinery, components, equipment, fixtures, and systems forming the Work.
      a. Product does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
      b. Products may also include existing materials or components required for reuse.
B. **Named Products** - Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.
C. **New Products** - Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered New Products.
D. **Manufacturer's Warranty** - Preprinted written Warranty published by individual Manufacturer for a particular Product and specifically endorsed by Manufacturer to Owner.
1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery
   1. Deliver Products using means and methods that will prevent damage, deterioration, and loss, including theft.
   2. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of Project or Work areas.
   3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   4. Deliver products to Project Site in an undamaged condition in Manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   5. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that Products are undamaged and properly protected.

B. Storage
   1. Store Products using means and methods that will prevent damage, deterioration, and loss, including theft.
   2. Comply with Manufacturer's written instructions for storage.
   3. Store Products to allow for inspection and measurement of quantity or counting of units.
   4. Store materials in a manner that will not endanger Project premises or personnel.
   5. Store Products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
   6. Comply with product Manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage.
   8. For exterior storage of fabricated products, place on sloped supports above ground.
      a. Cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
      b. Store loose granular materials on solid surfaces in well-drained area; prevent mixing with foreign matter.

C. Handling
   1. Handle Products using means and methods that will prevent damage, deterioration, and loss, including theft.
   2. Comply with Manufacturer's written instructions for handling.
   3. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

1.05 PACKAGING

A. Provide reusable or recyclable packaging for items delivered to the Project Site such as construction materials, operations and maintenance materials, furniture, equipment and other large objects.

B. For items over 75 pounds or larger than 120 cubic feet, polystyrene “peanuts” shall not be used with packaging.

C. Use products with natural or recycled content.
1. Plastic sheets or films will be allowed only if labeled with recycling symbol-indicating type of plastic.

2. Reusable Packaging: Items such as blankets, skids and crates must be returned to the manufacturer or transportation company for future reuse as packaging materials.

3. Recyclable Packaging: Items such as boxes, cardboard and paper that will be delivered to a recycling center after use.

D. Properly dispose of packaging materials and clean surrounding areas of packaging debris immediately after unpacking of Products.

PART 2 - PRODUCTS

2.01 UNAUTHORIZED PRODUCTS
A. Products required for Work must not contain asbestos or polychlorinated biphenyls (PCB).
B. If the Contract Documents name a Product, Provide the Named Product unless the Owner’s Authorized Representative, through the Substitution process, accepts an equal Product. (See Section 01630, “Product Substitution Procedures”)

2.02 PRODUCT AVAILABILITY
A. Prior to Bid, Contractor must verify that Named Products, including sole source Products can be obtained, delivered, and installed within the Time Period(s) stated in the Bid Documents.
B. Owner does not warrant that Named Products including sole source Products are available within the Time Period(s) required by the Bid Documents. Contractor must verify availability of Named Products before submitting a Bid.
C. By submitting a Bid, Contractor represents to the Owner that Contractor has verified the availability of Named Products, the Named Products including sole source Products are currently available, and the Work or designated portion of the Work can be completed within the Contract Time(s).

2.03 PRODUCT REQUIREMENTS
A. Provide Products that:
   1. Comply with the requirements of the Contract Documents
   2. Have been accepted by the Owner for incorporation into the Work
   3. Are undamaged
   4. Are new at time of installation, unless otherwise indicated in the Contract Documents.
B. Provide products complete with:
   1. Accessories
   2. Trim
   3. Finish
   4. Fasteners
   5. Gauges
   6. All other items needed for a complete installation.
C. Standard Products
   1. If available, and unless custom products or nonstandard options are specified, Provide standard products of types that have been produced and used successfully in similar situations on other projects.
D. Owner has the right to reject Products with Manufacturer’s Warranties that are in conflict with requirements of the Contract Documents.
E. Products required to be supplied in quantity must be interchangeable.
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01600
SECTION 01630
PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents
      c. 1.03 Definitions (Not Used)
      d. 1.04 - General
      e. 1.05 - Submission Requirements
      f. 1.06 - Owner’s Action
   2. Part 2 – Products
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)
      a. Form 01630-F1 (Substitution Request Form)

1.02 RELATED DOCUMENTS
A. Document 00200.16, “Substitution of Alternative Materials, Articles, or Equipment”
B. Document 00700.3.30, “Substitutions”

1.03 DEFINITIONS (Not Used)

1.04 GENERAL
A. Owner’s Authorized Representative will consider proposals for Substitution of a service, product, material, process or article only when such proposals are:
   1. Submitted within the time periods stated in the Contract Documents
   2. Accompanied by full and complete technical data
   3. All supporting information requested by Owner’s Authorized Representative to substantiate or prove quality, delivery time, and cost are submitted
   4. Substitution request is accompanied by Substitution Request Form (Form 01630-F1) at the end of this Section 01630, “Product Substitution Procedures”, properly completed by Contractor, and properly certified by the Contractor’s Authorized Representative. If the Substitution request is a pass through request from a Subcontractor, both Contractor’s Authorized Representative and an officer of the Subcontractor must certify the Substitution requests.
B. The burden of proof as to the equality of any service, product, material, process or article Contractor proposes for Substitution rests with Contractor.
C. The Contractor must not order substitute services, products, materials, or articles without prior written acceptance of the Substitution by Owner’s Authorized Representative.
D. The Owner has the right to reject proposals due to insufficient information.
E. Contractor must certify that proposed Substitution meets or exceed all the requirements of the Contract Documents.
F. Contractor must assume responsibility for Owner’s additional costs related to the redesign and/or modifications to any parts of the Work and/or Contract Documents caused by the Substitutions.

G. Contractor’s Substitution requests that do not comply with the requirements of the Contract Documents may be returned to Contractor without review.

H. If Contractor’s Substitution request is returned without review or returned rejected, Contractor must furnish the originally specified items

1.05 SUBMISSION REQUIREMENTS

A. Limit each request to one proposed Product Substitution.

B. Submit three (3) copies of each request for Substitution.

C. Identify product or fabrication or installation method to be replaced including specification Section number and title and Drawing numbers and titles.

D. Include three (3) copies of completed and signed Substitution Request Form 01630-F1, furnished at the end of this Section 01630, “Product Substitution Procedures.”

E. Submit the following documentation:

1. Statement indicating why specified material or product cannot be provided.

2. Coordination information including:
   a. A list of changes or modifications needed to other parts of the Work that are necessary to accommodate proposed Substitution.
   b. A list of changes or modifications to work performed by Owner and/or separate contractors that are necessary to accommodate proposed Substitution.

3. Detailed comparison including:
   a. Comparison of significant qualities of proposed Substitution with those of the Work specified. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

4. Drawings to same (or larger) scale as pertinent portions of Contract Documents, marked to show:
   a. How differences will be accommodated.
   b. Complete system/assembly as revised
   c. Difference(s) in size, configuration, connections, service, accessibility, or any other significant characteristics.

5. Contractor must show complete layout of system unless it is identical to the layout shown in the Contract Documents. Show unchanged portion to indicate clearances, etc. relative to changed portion.

6. Wherever applicable, include complete detail drawings of supports for all Substitute equipment and complete load calculations for adequacy of support prepared and signed by a California Registered Engineer.

7. Product Data, including drawings and descriptions of Products and fabrication and installation procedures.

8. Samples, where applicable or requested.
9. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.

10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

11. Research/evaluation reports evidencing compliance with building codes in effect for Project from a model code organization acceptable to authorities having jurisdiction.

12. Evidence that proposed product provides specified Warranty

13. Cost information, including a proposal of change, if any, in the Contract Sum.

F. Submit a detailed comparison of Contractor's Progress Schedule with and without using proposed Substitution showing effect on the Contract Time(s).

G. If specified product cannot be provided within the Contract Time(s), include letter from Manufacturer, on Manufacturer's letterhead, stating the reason(s) for the lack of availability or delays in delivery.

H. Provide Contractor's certification that proposed Substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

I. Provide Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed Substitution to produce indicated results.

1.06 OWNER'S ACTION

A. If necessary, Owner will request additional information or documentation within fourteen (14) Days of receipt of a request for Substitution.

B. Owner will notify Contractor of acceptance or rejection of proposed substitution within twenty-one (21) Days of receipt of request, or seven (7) Days of receipt of additional information or documentation, whichever is later.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)
PART 4 - FORMS

FORM 01630-F1

“SUBSTITUTION REQUEST FORM”

All Substitution requests must be accompanied by the following form, completed by the Contractor, and properly certified.

PROJECT: ______________________________
OWNER’S PROJECT NUMBER: ______________
TO: __________________________________
FROM: ______________________________  DATE: ______________
RE: __________________________________

SPECIFICATION TITLE: ______________________________
DESCRIPTION: ______________________________________
SECTION: ______________  PAGE: ______________  DOCUMENT/PARAGRAPH: ______________

PROPOSED SUBSTITUTION: ______________________________
MANUFACTURER: ______________________________
ADDRESS: ______________________________
PHONE: ______________________________
TRADE NAME: ______________________________  MODEL NUMBER: ______________________________
INSTALLER: ______________________________
ADDRESS: ______________________________
PHONE: ______________________________

HISTORY: □ New Product □ 2-5 Years Old □ 5-10 Years Old □ More Than 10 Years Old

SIMILAR INSTALLATION:
Project: ______________________________  Architect: ______________________________
Address: ______________________________  Owner: ______________________________
Date Installed: ______________________________
Differences between proposed substitution and specified product: ______________________________

Required point-by-point comparative data attached. □ Yes □ No

The supporting data attached consists of □ Drawings □ Product Data □ Samples □ Tests □ Reports □ Other
Proposed substitution affects other parts of Work: □ No □ If Yes, please explain: __________________________________________

Reason for not providing specified item: _______________________________________________________________
□ Savings □ Cost to Owner for accepting substitution: $_________________________

Proposed Substitution changes Contract Time. □ No □ Yes ______ Days

THE UNDERSIGNED CERTIFIES:

1. Proposed Substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. Same Warranty will be provided for proposed Substitution as for specified product.
3. Same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed Substitution will have no adverse effect on other trades and will not affect or delay progress as indicated on the current version of the Official Progress Schedule.
5. Cost and time data as stated above is complete and accurate.
6. Contractor and, if applicable, Subcontractor waives right to Claim for additional costs and time related to accepted Substitution, which may subsequently become apparent.
7. Proposed Substitution does not affect dimensions and functional clearances.
8. Coordination, installation, and changes in the Work as necessary for accepted Substitution have been or will be performed in all respects.

Contractor's Certification:

Submitted by:_____________________________ Signed by: _______________________________________________
Firm:____________________________________ Phone:  _________________________________________________
Address: _________________________________________________________________________________________

Subcontractor’s Certification:

Submitted by:_____________________________ Signed by: _______________________________________________
Firm:____________________________________ Phone:  _________________________________________________
Address: _________________________________________________________________________________________

List Attachments:
DESIGNER OF RECORD REVIEW AND ACTION

Substitution Recommended - Make Submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Recommended as Noted - Make submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: ____________________________________________ Date: __________________________

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect ____________

OWNER ACCEPTANCE

Substitution Accepted - Make submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Accepted as Noted - Make submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: ____________________________________________ Date: __________________________

Owner’s Authorized Representative

END OF SECTION 01630
SECTION 01640
OWNER FURNISHED CONTRACTOR INSTALLED (OFCI) ITEMS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - OFCI Manager
      e. 1.05 - Purchase Orders
      f. 1.06 - OFCI Delivery Schedule
      g. 1.07 - Shipment Delivery
      h. 1.08 - Equipment Receiving Log
      i. 1.09 - Storage
      j. 1.10 - Inspection of Records
      k. 1.11 - Damaged Merchandise
   2. Part 2 – Products
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)
      a. SAMPLE FORM 01640-F1, “OFCI DELIVERY SCHEDULE”

1.02 RELATED DOCUMENTS AND SECTIONS
B. Section 01320.3.05, “Baseline Schedule”

1.03 DEFINITIONS
A. OFCI – Owner Furnished Contractor Installed
B. OFCI Manager – Contractor’s employee accepted by the Owner and responsible for managing all OFCI items.
C. OFCI Delivery Schedule – The OFCI Delivery Schedule prepared by the Contractor and submitted to the Owner in the format indicated in SAMPLE FORM 01640-F1 at the end of Section 01640.

1.04 OFCI MANAGER
A. Prior to starting Work, submit a letter to the Owner identifying on-site individual that will act as the Contractor’s OFCI Manager.
   1. This OFCI Manager will be responsible for:
      a. Furnishing information to the Owner’s Project Manager on desired delivery dates.
      b. Proper receipt and reporting of all shipments received.
      c. Proper storage and handling of OFCI items at all times.
   2. If the originally designated OFCI Manager is replaced, designate a new OFCI Manager and immediately submit written notification thereof to the Owner.
1.05 PURCHASE ORDERS
A. The Owner will furnish copies of purchase orders covering OFCI items.
   1. The nature of the procurement actions involved prevents the furnishing of a complete
      set of purchase orders immediately after the start of construction.
   2. Purchase Orders will be forwarded to Contractor at the time of issuance to the
      suppliers.
   3. Contractor must retain copies of Owner's Purchase Order(s) for the Contractor's control
      records.
   4. Purchase Orders for items subject to "phased" delivery will be accompanied by
      appropriate delivery lists.

1.06 OFCI DELIVERY SCHEDULE
A. Develop an OFCI Delivery Schedule including description and required delivery dates (see
   sample Schedule at the end of this Section) for OFCI items and reference all related Activity
   Numbers from the Contractor's Progress Schedule. Submit to Owner no later than thirty (30)
   Days after the start date for the Work identified in the Notice To Proceed (NTP). Submit three
   (3) paper copies and corresponding electronic data files on Compact Disks (CDs). The CDs
   must be permanently labeled to indicate the contents of the CD and include the submittal
   number and data date.
B. This OFCI Delivery Schedule must include each piece of OFCI equipment.
   1. For each item, complete the two dates required from the Contractor:
      a. "Delivery No Earlier Than" date
      b. "Delivery No Later Than" date.
C. Contractor must add PO #, date ordered information, and Activity Numbers from the Official
   Progress Schedule as the information is provided or becomes available.
D. This OFCI Delivery Schedule must be coordinated with the Owner accepted Official Progress
   Schedule
E. Each month, coordinate the OFCI Delivery Schedule with the Updated Official Progress
   Schedule.
   1. Review the equipment delivery schedule not less than once each month to determine
      whether the construction progress dictates any revisions.
      a. Notify Owner in writing of any changes found necessary.
      b. If, at any time, a delivery date for an OFCI item is missed, notify Owner
         immediately.

1.07 SHIPMENT DELIVERY
A. Upon receipt of a shipment of OFCI item(s), the Contractor's OFCI Manager must:
   1. Count the number of cartons to verify the quantity received corresponds with the freight
      bill.
      a. Clearly note any discrepancies on the original freight bill or delivery ticket.
   2. Prior to signing for anything, carefully examine the merchandise for obvious damage
      a. If such damage is observed, refuse the shipment.
      b. Upon refusal, notify the Owner, and give complete details.
   3. Open cartons or uncrate equipment to permit examination prior to departure of the
carrier.
   a. If the size of the shipment makes this impossible, release the driver and inspect the shipment for concealed damage not later than 24 hours after receipt.
   b. If it is determined concealed damage does exist, contact Owner immediately.

1.08 EQUIPMENT RECEIVING LOG
A. Keep an "Equipment Receiving Log," updated at all times, at the Job Site.
B. The “Equipment Receiving Log” must be in a format furnished or Approved by the Owner.

1.09 STORAGE
A. Store all OFCI items in a secure area either on-site or off-site.
   1. The area must be lockable and secure from vandalism or theft.
   2. It must be weatherproof and waterproof with adequate ventilation.
   3. Provide protection and security of OFCI items.
B. Provide Certificates of Insurance for all off-site storage areas in accordance with the requirements of the Contract Documents.

1.10 INSPECTION OF RECORDS
A. The Owner may inspect the Owner-furnished equipment records on a periodic basis during construction to assure that the data is maintained in an accurate and current condition.

1.11 DAMAGED MERCHANDISE
A. Exterior or Visible Damage:
   1. If container received shows exterior or visible damage, make a notation to that effect on the delivery ticket and have it signed by the delivery carrier and by personnel responsible for receiving the merchandise.
   2. Refuse acceptance of damaged merchandise.
B. Concealed Damage:
   1. If container received shows no evidence of damage, but upon examination of the contents thereof "concealed damage" is discovered, notify the Owner immediately and request an inspection.
C. F.O.B. (Freight on Board) Shipping Point:
   1. If the merchandise is damaged Contractor must:
      a. Request an inspection by the delivery carrier’s inspector. Do not destroy the original carton, box, etc.
      b. Notify the Owner of damaged merchandise and request replacement shipment.
      c. Submit the following to Owner, Attention: Owner’s Project Manager:
         (1) Inspection Report
         (2) Bill of Lading
         (3) Invoice
         (4) Freight Bill or Delivery Ticket
      d. Hold the damaged merchandise until instructions for its disposition are received from the Owner.
2. F.O.B. (Freight on Board) Destination:
   a. If the merchandise is damaged and the F.O.B. is “Destination,” then the complete and total liability is assumed by the Vendor from the point it is placed in the hands of the common carrier to the point of delivery. It is the Vendor’s responsibility to file a claim with the carrier to recover the loss of merchandise damaged.
   b. The Contractor must:
      (1) Request an inspection by the delivery carrier's inspector. Do not destroy the original carton, box, etc.
      (2) Notify the Vendor of damaged merchandise and obtain authorization from Owner and replace shipment.
      (3) Hold damaged merchandise until instructions for disposition are received from the Vendor.
      (4) Send the following original documents to the Vendor to assist in filing claim with carrier, retaining a copy for Contractor's records:
          a) Inspection Report
          b) Bill of Lading
          c) Freight Bill or Delivery Ticket

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS

OFCI DELIVERY SCHEDULE
[SAMPLE FORM 01640-F1]

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Note #1: Requires Field Measurements

END OF SECTION 01640
SECTION 01725
SURVEYING AND FIELD ENGINEERING

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - Field Layout
      e. 1.05 - Locations and Elevations in the Contract Drawings
      f. 1.06 - Survey and Site Work
      g. 1.07 - Underground Infrastructure, Utilities & Other Facilities
      h. 1.08 - Penetrations
      i. 1.09 - Quality Assurance
      j. Submittals
   2. Part 2 – Products
      a. 2.01 - Equipment
   3. Part 3 – Execution
      a. 3.01 - Survey
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.2, “Review of Contract Documents and Field Conditions by the Contractor”
B. Document 00700.3.26, “Submittals”
C. Section 01310, “Project Management and Coordination”
D. Section 01450, “Contractor’s Quality Control (QC) System”

1.03 DEFINITIONS
A. As used in this Section 01725, “Surveying and Field Engineering”, the following definitions apply:
   1. Approximate Location of Subsurface Installations – A strip of land not more than 24 inches on either side of the exterior surface of an Existing Subsurface Installation.
   2. Existing Subsurface Installation - Any existing underground pipeline, conduit, duct, wire, or other structure.
   3. Rearranged - Rearrangement includes relocation, removal, alteration or installation.

1.04 FIELD LAYOUT
A. Contractor is responsible for all investigations, coordination, techniques and determinations as may be necessary to properly fit, Install and complete the Work.
B. Data and information shown and indicated in the Contract Documents are as accurate as could be obtained but are not guaranteed.
C. Contractor must, before beginning any Work, compare actual Project Site conditions with the requirements of the Contract Documents, and verify all existing conditions and dimensions.
D. Verifications

1. As a minimum, Contractor must perform the following verifications:
   a. Field & Site Conditions
      (1) Contractor must carefully examine and compare all the Contract Documents
          relating to the Work with actual field conditions, so that all Work will be
          accommodated in the spaces provided. The general arrangement and
          location of the elements of the various systems are shown on the Drawings or
          specified. Final locations, levels, etc., are governed by actual material sizes
          used, by conditions encountered, and by the sequence in which the Work is
          performed.
      (2) Space conflicts and interferences must be resolved before any Work is
          installed.
   2. Dimensions
      a. Contractor, prior to performing any Work and as a part of the construction layout
         procedures, must check and verify all dimensions for accuracy, closing and clarity,
         and must immediately report any discrepancies to Owner for resolution before
         proceeding.
      b. No measurements shall be scaled from Drawings. Only dimensions appearing on
         Drawings will be used.
      c. Where manufacturer's diagrams, Shop Drawings, etc. give specific measurements
         of rough-in dimensions for materials or equipment and these dimensions are in
         conflict with dimensions indicated on Drawings, Contractor must immediately
         request clarifications from Owner.
      d. In case of apparent error, discrepancy, omission, conflict, or obscurity in the
         Contract Documents, or discrepant conditions encountered at the Project Site or
         between Submittals, Contractor must immediately refer the matter to Owner for
         interpretation and/or clarification.
   E. Contractor must Provide necessary lines, levels, locations, measurements and markers for all
      on the Work and be responsible for their accuracy.
   F. On building structures, Contractor must lay out on forms, walls, floors, and columns, the exact
      location of partitions as a guide to all trades.

1.05 LOCATIONS AND ELEVATIONS IN THE CONTRACT DRAWINGS
   A. Property lines, location lines, and elevations of components of the Work are shown on the Contract
      Drawings.
   B. Grade elevations shown for various parts of the Work are taken from a bench mark shown on the
      Contract Drawings, or if not shown, will be designated by the Owner in writing before starting Work.

1.06 SURVEY AND SITE WORK
   A. Contractor must perform all survey and site Work necessary to locate and layout the
      construction in plan and elevation.
   B. Contractor must set all stakes and marks necessary to establish the lines and grades
      required for the Project, and perform all survey work to layout all Work including batter
      boards, roads, parking lots, site utilities, and control lines.
   C. Contractor must protect and maintain marks, lines, benchmarks, monuments, etc. which have
      previously been installed and/or are required for construction and inspection purposes.
      Monuments or stakes that are disturbed or destroyed due to Contractor's negligence or failure
      to pursue the Work diligently must be re-established at Contractor's expense.

1.07 UNDERGROUND INFRASTRUCTURE, UTILITIES & OTHER FACILITIES
A. Attention is directed to California Government Code §4215 and §4216 concerning protection of underground infrastructure in public contracts.

B. Contractor must ascertain the exact location of all underground and concealed facilities in the Project area prior to doing any work that may damage such facilities or interfere with their service. As a minimum, at least forty-eight (48) hours before any such work is planned, Contractor must have a locating service survey the area. When shown on the Drawings, the locations of Existing Subsurface Installations are the Approximate Location of Subsurface Installations, and the accuracy or completeness of this information is not guaranteed. There may be Existing Subsurface Installations not known to Owner or located differently than indicated in the Contract Documents.

C. Contractor must protect from damage utilities and any other Existing Subsurface Installations that are to remain in place, be relocated, or otherwise Rearranged. As used herein, rearrangement includes relocation, removal, alteration or installation.

D. If Contractor discovers underground facilities not indicated in the Contract Documents, Contractor must immediately notify Owner in writing. Contractor must not disturb, disconnect or damage any existing facilities, unless specifically indicated in the Contract Documents to be relocated, removed, or otherwise revised. Should Contractor disturb, disconnect, or damage any existing facilities or utilities, Contractor will bear all expenses of whatever nature arising from such disturbance or the replacement or repair thereof.

E. The right is reserved to the owners of facilities or their authorized agents, to enter the Project with Owner’s approval to make such changes as are necessary to rearrange their facilities or to make necessary corrections or repairs to their properties. Contractor must cooperate with forces engaged in such work and must conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

F. Contractor must obtain authorization from the utility involved and notify Owner at least 72 hours in advance, when it is necessary to interrupt any existing utility service to make connections. Interruption in utility service must be of the shortest possible duration for the Work at hand and must be Approved in advance by Owner.

G. Where rearrangement of facilities is necessary, Contractor must coordinate its Work with such rearrangement, and Contractor must make all arrangements with the owner of such facilities for such coordination.

H. When ordered by Owner in writing, Contractor will rearrange any facility necessary to accomplish the Project and such work will be paid for as extra Work if it is not indicated in, or cannot reasonably be inferred from, the Contract Documents.

I. If Contractor desires to rearrange any utility or facility for its convenience in order to facilitate its construction operations, and if such rearrangement is in addition to, or different from any rearrangements indicated in the Contract Documents, Contractor must make all necessary arrangements with Owner and the owners of such utility or facility for such rearrangement and bear all expenses in connection therewith.

J. Where Owner determines that rearrangement of a utility or facility, the existence of which is not shown in the Contract Documents, is essential to accommodate the Project, Owner may rearrange such utility or facility by other forces.

K. Per Government Code §4215, Contractor will not be assessed Liquidated Damages for any delay in completing the Project when such delay is caused by the failure of a utility owner or the County to remove or relocate existing utilities that were the responsibility of the utility owner or County to remove or relocate.

1.08 PENETRATIONS

A. Contractor is responsible for all penetrations through walls, floors, beams, joists and other structural and non-structural elements of the Work for passage of pipes, conduits, ducts or other devices.
B. Contractor is responsible for coordinating all penetrations and securing Owner's approval for locations of all penetrations through structural floors, walls and supporting members.

C. Contractor must schedule and coordinate the Work of all trades to locate all required penetrations. Contractor must hire an independent testing agency at Contractor's expense, to locate reinforcing bars or imbedded items within concrete or masonry walls, floors, columns or beams, and to perform such other tests as may be necessary or Directed to attain required results.

1.09 QUALITY ASSURANCE

A. Surveys must be performed under the direction and with the review of a land surveyor licensed in the State of California.

B. All survey documentation must be signed and stamped by the licensed Land Surveyor in responsible charge of the work.

C. The Contractor must review all information to ensure it is technically accurate and complies with the requirements of this Section 01725, “Surveying and Field Engineering”, before providing to the Owner.

1.10 SUBMITTALS

A. Prior to performing any survey Work, submit eight (8) copies of the qualifications of the California Licensed land surveyor.

B. No later than 15 Days after Contractor's request for Final Inspection, Contractor must three (3) copies of Contractor's survey records to the Owner.

PART 2 - PRODUCTS

2.01 EQUIPMENT

A. The Contractor must provide necessary survey equipment and materials to obtain the required locations and elevations to the precision specified.

PART 3 - EXECUTION

3.01 SURVEY

A. Elevation surveys must be referenced to the County of Santa Clara datum, and must be performed to within one one-hundredth (0.01) of a foot (ft.), unless otherwise specified.

B. Location surveys must be referenced to the baseline and survey control points shown on the Contract Drawings. Locations must be provided to within one one-hundredth (0.01) of a foot (ft.), unless otherwise specified.

C. The Contractor's survey records must be made available and/or submitted to the Owner when requested by Owner.

PART 4 - FORMS (Not Used)

END OF SECTION 01725
SECTION 01731
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - General
      e. 1.05 - Interface with work of Others
      f. 1.06 - Submittals
      g. 1.07 - Quality Control
   2. Part 2 – Products
      a. 2.01 - Materials
   3. Part 3 – Execution
      a. 3.01 - Examination
      b. 3.02 - Preparation
      c. 3.03 - Cutting
      d. 3.04 - Patching
      e. 3.05 - Performance
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.22, “Cutting and Patching”
B. Section 01330, “Submittal Procedures.”
C. Section 01500.1.08.O, “Hot Work.”

1.03 DEFINITIONS

A. CUTTING-AND-PATCHING - Includes, but is not necessarily limited to, demolition and repair of nominally completed and previously existing work in order to accommodate coordination of Work, installation of Work, uncovering Work for access or inspection, and to obtain samples for testing or similar purposes. It also includes integral cutting and patching during manufacturing, fabricating, erecting, and installing processes for individual items of the Work.

B. HOT WORK - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.

1.04 GENERAL

A. Contractor is responsible for all cutting, fitting, or patching required to complete the Work and to make its parts fit together properly.
B. Contractor must rework and patch to match existing surfaces at removed or demolished items.
C. Patching must achieve security, strength, and weather protection, and must preserve continuity of existing fire ratings.
D. Patching must successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is disagreement as to whether duplication is successful or has been achieved to a reasonable degree, the Owner’s judgment shall be final.

1.05 INTERFACE WITH WORK OF OTHERS
A. The Contractor is responsible for any and all cutting, fitting and patching required to join its Work with the work of others, except as otherwise specifically stated for in the Contract Documents.
B. Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor.
C. Contractor must include interface flags in their Progress Schedule indicating points of interface of its Work with the work of others.

1.06 SUBMITTALS
A. Comply with requirements of Section 01330, “Submittal Procedures.”
B. Submit written request to Owner in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Work of Owner or separate contractor.
   6. Include in request:
      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed Work and Products to be used.
      e. Method for keeping existing utilities in service.
      f. Alternatives to cutting and patching.
      g. Date and time the Work will be executed.
      h. Anticipated results in terms of variations from originally completed Work.
      i. Where applicable include a description of circumstances which led to need for cutting and patching.
C. Review by Owner or Design Professional prior to proceeding with proposed cutting-and-patching does not negate Owner’s right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.
D. Where cutting and patching involves addition of reinforcement to structural elements, obtain details and engineering calculations prepared by California Registered Structural Engineer indicating how reinforcement is to be integrated with the original structure.
E. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out of service. Indicate how long utility service will be disrupted.

1.07 QUALITY CONTROL
A. Requirements for Structural Work:
   1. Do not cut and patch structural Work in manner resulting in reduction of load-carrying capacity or load/deflection ratio.
2. Obtain Owner's written acceptance of Submittal before proceeding with cutting and patching of structural steel, structural concrete, foundation construction, basement or retaining walls, curtain walls, pressurized piping, vessels, and equipment.

B. Operational and Safety Limitations:
   1. Do not cut and patch operational elements or safety-related components in manner resulting in reduction of capacities to perform as intended or resulting in decreased operational life, increased maintenance, or decreased safety.
   2. Obtain Owner’s acceptance of Submittal before proceeding with cutting and patching primary operational systems and equipment; water, moisture, vapor, air, or smoke barriers; membranes and flashings; noise and vibration control elements and systems; control, communication, conveying, and electrical wiring systems; and similar categories.

PART 2 - PRODUCTS

2.01 MATERIALS
   A. For replacement of Work removed, use only materials that comply with the pertinent requirements of the Contract Documents. (Those required and accepted for original installation.)
   B. For any proposed change in materials, Submit request for Substitution as described in Section 01630, “Product Substitution Procedures.”

PART 3 - EXECUTION

3.01 EXAMINATION
   A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during fitting, cutting and patching.
   B. After uncovering existing Work, assess conditions affecting performance of work.

3.02 PREPARATION
   A. Provide temporary supports to ensure structural integrity of the Work.
   B. If Hot Work is involved, comply with the requirements of Section 01500.1.08.O, "Hot Work."
   C. Provide devices and methods to protect other portions of Project from damage.
   D. Provide protection from elements for areas that may be exposed by uncovering work.
   E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
   F. Except as otherwise indicated, proceed with cutting and patching at earliest feasible time in each instance, and perform work promptly.

3.03 CUTTING
   A. Cut by methods least likely to damage retained and adjoining Work.
   B. Review proposed procedure with original installer where possible, and comply with installer's recommendations.
   C. Uncover work to install improperly sequenced work.
   D. Remove and replace defective or non-conforming work.
   E. Remove samples of installed work for testing when requested.
   F. Provide openings in the Work for penetration of mechanical and electrical work.
   G. Employ original installer or fabricator where possible to perform cutting for:
      1. Weather exposed and moisture resistant elements; or
      2. Visually exposed surfaces.
H. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

I. Comply with requirements of The Civil Drawings, where cutting and patching requires excavating and backfilling.

3.04 PATCHING

A. Execute patching to complement adjacent Work.

B. Fit Products together to integrate with other Work.

C. Avoid damage to other Work and provide appropriate surfaces to receive patching and finishing.

D. Employ original installer where possible to perform patching for weather exposed and moisture resistant elements, and visually exposed surfaces.

E. Restore patched areas with new Products in accordance with requirements of Contract Documents.

F. Fit patches tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

3.05 PERFORMANCE

A. Performing cutting or patching operations means acceptance of existing conditions by Contractor.

B. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

C. By-pass utility services such as pipe or conduit, before cutting, where services are required to be removed, relocated or abandoned.
   1. Remove pipe or conduit in walls to be relocated, abandoned or removed.
   2. Cap, valve or plug, and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and removing.

D. Where feasible, inspect and test patched areas to demonstrate integrity of installation.

E. Remove and replace Work judged by Designer of Record to be visually unsatisfactory.

F. Perform cutting, fitting and patching in a manner to prevent damage to Contractor’s Work and work by others and to provide proper surfaces for the installation of materials, equipment, and repairs.

G. Do not cut nor alter structural members without prior written acceptance of Owner.

H. Adjust and fit Products to provide a neat installation.

I. Refinish cut and patched surfaces to match adjacent finish.
   1. For continuous surfaces, refinish to nearest intersection or natural break.
   2. For an assembly, refinish entire assembly.

J. Over patched wall or ceiling surfaces, refinish to nearest cut-off line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated.

K. Refinished surfaces must not present a spotty, touched-up appearance.

PART 4 - FORMS (Not Used)

END OF SECTION 01731
SECTION 01740
CLEANING

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 – Related Documents And Sections
   c. 1.03 – Definitions
   d. 1.04 - General Cleanup Responsibility
   e. 1.05 - Immediate Cleanup Activities
   f. 1.06 - Daily Cleanup Activities
   g. 1.07 - Weekly Cleanup Activities
   h. 1.08 - Owner’s Right to Cleanup
   i. 1.09 - Storage and Disposal
   j. 1.10 - Sand Blasting
   k. 1.11 - Final Cleaning
2. Part 2 – Products (Not Used)
3. Part 3 – Execution (Not Used)
4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.13, “Cleanup”
B. Document 00700.3.14, “Disposal of Materials Outside Project Area”
C. Document 00700.5.5, “Owner’s Right to Cleanup”
D. Document 00700.7.5, “Milestone Inspections and Certification”
E. Document 00700.13, “Completion and Acceptance”
F. Document 00700.13.3, “Contractor’s Certification that All Work of the Project is Complete”
G. Section 01450, “Contractor’s Quality Control (QC) System”
H. Section 01500, “Temporary Facilities and Controls”
I. Section 01515, “Solid Waste and Recycling Plan”
J. Section 01600, “Product Requirements”
K. Section 01770, “Closeout Procedures”

1.03 DEFINITIONS (Not Used)

1.04 GENERAL CLEANUP RESPONSIBILITY
A. Contractor must keep the Work areas, Project Site, and surrounding areas free from waste materials, debris, and/or trash and rubbish caused by its operations.
B. In addition to trash and rubbish generated by Contractor’s operations, Contractor must keep the Work areas, Project Site, and surrounding areas free from trash and rubbish from any source that accumulates within the Work areas or Project Site or any other area designated by the Owner for use by Contractor.
C. The Contractor must keep all surface areas (i.e., site roads, off-site streets, and parking
areas) clear of dirt, mud, and debris and must clean such surfaces as required, as needed, or as Directed by the Owner’s Project Manager.

D. Contractor’s and Subcontractors’ tools, scaffolding and surplus materials must be neatly stored in designated storage areas when not in use.

E. Contractor must maintain the Project Site in a neat and orderly condition at all times.

1.05 IMMEDIATE CLEANUP ACTIVITIES

A. Properly dispose of packaging materials and clean surrounding areas of packing debris immediately after unpacking of Products, materials, equipment, or other packaged items.

B. Dispose of waste materials and clean surrounding areas used for worker breaks and lunch immediately after worker break or lunch. Contractor must Provide trash receptacles in break and lunch areas.

C. Contractor must immediately remove any spillage, dirt and mud, and/or debris resulting from Contractor’s hauling or other operations along or across any public traveled way or public area.

D. Remove debris and rubbish from pipe chases, plenums, down spouts, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.06 DAILY CLEANUP ACTIVITIES

A. Wood, cardboard, packing material, form lumber and similar combustible debris must not be accumulated within buildings and such debris, rubbish and waste material must be removed from buildings on a daily basis.

B. Contractor must leave Work areas “broom clean”, or its equivalent, on a daily basis.

C. Contractor must remove (pick up and place in trash receptacles) rubbish from and about areas of Work and the Project Site on a daily basis.

D. Contractor must clean the Project Site entrance area(s) of mud, dirt, displaced gravel, and rubbish each day.

1.07 WEEKLY CLEANUP ACTIVITIES

A. Remove rubbish (pick up and place in trash receptacles) from and about the Project Construction Fencing line. This includes areas both inside and outside the of the Project Site along the Temporary and Construction Fencing and/or permanent perimeter fence line.

B. Place concrete debris in designated areas or remove from Project Site.

C. Stack unused shipping pallets in designated areas or remove from Project Site.

D. Repair, replace, or remove damaged and/or torn plastic sheeting used to protect stored materials, Products or Work.

E. Empty all trash receptacles

F. Remove accumulated waste from the Project Site and dispose of in a proper and lawful manner.

G. Organize and clean storage areas

1.08 OWNER’S RIGHT TO CLEAN UP

A. Deficient cleaning or disposal operations, as determined by the Owner’s Project Manager, must be immediately corrected by Contractor.
B. After proper written notice, in cases where Contractor does not correct deficient cleaning or disposal operations, Owner may remove or cause to have removed waste materials, debris, and/or trash and rubbish, etc., and reduce the Contract Sum by the cost thereof.

C. If a disagreement or arises between the Contractor and other separate contractors performing work at or adjacent to the Project Site, as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials, debris, and/or trash and rubbish, Owner may clean up or cause to be cleaned up the waste materials, debris, and/or trash and rubbish and allocate the costs among those responsible, and reduce the Contract Sum by Contractor's proportionate share of the cost thereof.

1.09 STORAGE AND DISPOSAL

A. Storage

1. Waste materials, trash, and rubbish must be stored in covered containers.

2. Storage containers must not be allowed to overflow due to excessive waste materials, trash, and rubbish being placed in the storage container.

3. Storage container lids must be unobstructed by waste materials, trash, and rubbish when they are in the closed position.

4. Storage container lids must be closed at all times except when waste materials, trash, and rubbish are being placed into or removed from the storage container.

5. Recyclable materials must be segregated before storage and stored in separate containers or areas.

B. Disposal

1. Under no circumstances shall rubbish or waste material be disposed of in fills or backfills on the Project Site.

2. Contractor is responsible for making all arrangements and paying all costs for disposal of waste materials, debris, and/or trash and rubbish.

3. Waste materials, debris, and/or trash and rubbish, must be removed from the Project Site at least once each week.

4. When any material is to be disposed of outside the Project area, at other than a public disposal or recycling facility, Contractor must first obtain a written permit from the property owner of the proposed disposal site, and furnish Owner said permit or a certified copy thereof together with a written release from the property owner absolving Owner from any and all responsibility in connection with the disposal of said material on said site.

5. Before any material is disposed of on said site, Contractor must obtain written permission from the Owner to dispose of the material at the location designated in said permit.

6. Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel.

7. No later than 15 Days after Contractor's request for Final Inspection, Contractor must submit two (2) copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities ("TSDF's") and certificates of disposal, to prove that Contractor has legally disposed of such materials.
8. Contractor must separate and recycle the following waste material types in accordance with Contractors Solid Waste Management Plan (See Section 01515, “Solid Waste Management and Recycling Plan”)
   a. Concrete
   b. Metal
      (1) Ferrous
      (2) Non-ferrous
   c. Wood
   d. Debris
   e. Glass
   f. Paper
      (1) Bond
      (2) Newsprint
      (3) Cardboard and paper packaging materials
   g. Others as appropriate.

1.10 SAND BLASTING
   A. Sand blasting shall be only used upon receipt of written permission of the Project Manager.
   B. Perform sand blasting by experienced mechanics using sound modulated power machinery designed for this use.
      1. Comply with all applicable regulatory agencies.
      2. Use blasting aggregate uniformly graded, free from all animal or vegetable material, and not larger than No. 30 grit.
      3. Air compressor must be capable of providing air at a pressure of 100-110 pounds at 210-300 cfm. Use blast nozzle of 5/16-inch orifice.
   C. Operation
      1. Sand blast by the “flash” method.
      2. Pass continuously over the surface, to provide a uniform cutting of the surface, without pitting or excessive erosion of the base material.
      3. Exercise care to prevent corners or sharp edges from being broken or unduly rounded.
      4. Used aggregate must not be reused.
      5. Protect installed work of others from damage by blast, rebound, or used aggregate.
      6. Cover and protect mechanical work, air intakes, and similar items, as well as finished surfaces.
   D. Replace damaged work.
   E. Secure and pay for necessary permits required by state and local authorities having jurisdiction.

1.11 FINAL CLEANING
   A. Milestone Completion Certification
      1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Milestone Completion, perform a Final Cleaning of all Work areas associated with the Milestone.
   B. Project Completion Certification
1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Final Inspection of the entire Work of the Project, perform a Final Cleaning of all Work areas and the Project Site including all areas associated with previously completed Milestones.

C. Final Cleaning Requirements

1. General
   a. Cleaning for specific items of Work is specified in Divisions 2 through 16.
   b. Comply with manufacturer's instructions for cleaning operations.
   c. Clean interior and exterior surfaces exposed to view
   d. Remove labels that are not required as permanent labels.
   e. Dust, dirt, stains, hand marks, paint spots, and like defects must be completely removed from surfaces.
   f. Metal surfaces must be cleaned, using only non-corrosive and non-abrasive materials.
   g. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

2. Transparent Surfaces
   a. Clean all glass, interior and exterior, affected by Work of this Project; including removal of foreign material from glass.
   b. Polish transparent and glossy surfaces
   c. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials.
   d. Replace broken glass and damaged transparent materials.

3. Soft Surfaces
   a. Vacuum carpeted surfaces.
   b. Vacuum all other soft surfaces.

4. Hard Surfaces
   a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.
   b. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
   c. Restore reflective surfaces to original reflective condition.
   d. Clean concrete floors in unoccupied spaces broom clean.

5. Equipment and Fixtures
   a. Clean equipment and fixtures to sanitary condition
   b. Clean or replace filters of mechanical equipment.
   c. Wipe surfaces of equipment and fixtures clean, including elevator equipment and similar equipment
   d. Remove excess lubrication and other substances.
e. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

f. Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.

6. Roofs, gutters, downspouts and drainage systems.
   a. Clean roofs, gutters, downspouts and drainage systems.

7. Exterior Grounds
   a. Clean Project Site (yard and grounds), including landscape development areas, of litter, surplus materials, and foreign substances.
   b. Sweep and power wash paved areas to clean condition; remove stains, petro-chemical spills, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

8. Lights and Lamps
   a. Clean light fixtures and lamps so as to function with full efficiency.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01740
SECTION 01770
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - Closeout Conference
      e. 1.05 - Contractor’s List of Incomplete Work
      f. 1.06 - Spare Parts
      g. 1.07 - Operations and Maintenance (O&M) Manuals
      h. 1.08 - Final Cleaning
      i. 1.09 - Contractor’s Certification that all the Work of the Project is complete
      j. 1.10 - Preliminary Walk-through Inspection
      k. 1.11 - Final Inspection
      l. 1.12 - Project Records
      m. 1.13 - Final Payment Application
      n. 1.14 - Recommendation for Acceptance
      o. 1.15 - Acceptance of the Work
      p. 1.16 - Final Payment
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.13, “Cleanup”
B. Document 00700.3.14, “Disposal of Material Outside Project Area”
C. Document 00700.3.25, “Certification by Contractor of Recycled Content”
D. Document 00700.3.26, “Submittals”
E. Document 00700.7.5, “Milestone Inspections and Certification”
F. Document 00700.8, “Payments”
G. Document 00700.13, “Final Completion and Acceptance”
H. Section 01290, “Payment Procedures”
I. Section 01310, “Project Management and Coordination”
J. Section 01325, “Record Documents (As-builts)”
K. Section 01330, “Submittal Procedures”
L. Section 01450, “Contractor’s Quality Control (QC) System”
M. Section 01500, “Temporary Facilities and Controls”
N. Section 01515, “Solid Waste Management and Recycling Plan”
O. Section 01740, “Cleaning”
1.03 DEFINITIONS

A. **Incomplete Work** – Work required by the Contract Documents that is not yet installed.

B. **Deficient Work** – Installed Work that does not meet all the requirements of the Contract Documents.

1.04 CLOSEOUT CONFERENCE

A. The Owner's Project Manager will schedule and Closeout Conference approximately 90 Days before scheduled completion of the entire Work of the Project.

B. Conference will be held at Project Site or another convenient location designated by Owner's Project Manager.

C. Attendees:
   1. Owner's Project Manager (Mandatory Attendance Required)
   2. Contractor's Authorized Representative (Mandatory Attendance Required)
   3. Contractor's QC Manager (Mandatory Attendance Required) (See Section 01450.1.08.A.2.r)
   4. Other interested parties

D. Agenda: Items of significance, as appropriate to the Project, to be discussed at the meeting include the following:
   1. Closeout process
   2. Closeout Submittals
   3. Final Cleaning
   4. Project completion certification
   5. Outstanding Change Orders
   6. Contractor Certifications
   7. Warranties/Guarantees
   8. Record Documents (As-Builts)
   9. QC Documents
   10. Spare Parts
   11. Keys
   12. Owner Fixture, Furniture, and Equipment (FF&E) Schedule
   13. Operation and Maintenance Manuals
   14. Building Commissioning
   15. Owner Training
   16. Certificate of Occupancy
   17. Recycled Content Certification
   18. Deficiency List Process (Punch List)
   19. Unresolved Disputes and Claims
   20. Early Release of Retention
   21. Final Payment
   22. Demobilization Schedule
23. Security

E. The Owner will prepare meeting minutes of the Closeout Conference and distribute minutes to the attendees.

F. Follow-up closeout meetings will occur at least monthly until Owner’s Authorized Representative recommends Acceptance of the Project to the Board of Supervisors.

G. At a minimum, the Contractor will maintain notes for the Closeout Conference and all follow-up closeout meetings in the form of a Decision/Action Tracking Report.

1.05 CONTRACTOR’S LIST OF INCOMPLETE WORK

A. Near the final completion of the entire Work of the Project, but not less than ninety (90) Days prior to anticipated date of Final Inspection, Contractor must conduct a detailed inspection of the Project, and submit a list of Incomplete Work with a schedule for final completion thereof to Owner’s Project Manager.

B. Within 60 Days after receipt of Contractor's list of Incomplete Work and schedule for final completion, Owner’s Project Manager will determine approximate dates for a Preliminary Walk-Through inspection and the Final Inspection. The Preliminary Walk-Through Inspection and Final Inspection will not be conducted until the entire Work of the Project is complete.

1.06 SPARE PARTS

A. All Spare Parts required by the Contract Documents must be submitted to the Owner at least ninety (90) Days before Contractor’s request for Final Inspection of the Work.

1.07 OPERATION AND MAINTENANCE DATA

A. All Operations and Maintenance (O&M) Data required by the Contract Documents must be submitted as follows:

1. Initial Submittal: Submit twelve (12) draft copies of each O&M manual at least sixty (60) Days before certifying completion of the entire Work of the Project.

2. Final Submittal: Submit twelve (12) copies of each O&M manual in final form no later than fifteen (15) Days after Contractor's certification that the entire Work of the Project is complete.

3. Corrected Final Submittal: Correct or modify each O&M manual to comply with Owner’s comments. Submit twelve (12) copies of each corrected Final Submittal within fifteen (15) Days of receipt of Owner's comments on the Final Submittal.

1.08 FINAL CLEANING

A. Contractor must, before requesting the Preliminary Walk-Through Inspection perform a Final Cleaning of all Work areas and the Project Site including all areas associated with previously completed Milestones.

1.09 CONTRACTOR’S CERTIFICATION THAT ALL WORK OF THE PROJECT IS COMPLETE

A. When the entire Work of the Project is complete and after the Contractor has performed the Final Cleaning, Contractor must so certify and request a Preliminary Walk-Through Inspection.

B. Contractor’s Certification must include a Contractor generated list of Deficient Work.

C. Unless specifically exempted in writing by Owner’s Project Manager, the Contractor’s Project Completion Certification will be rejected if Incomplete Work items appear on the Contractor’s list of Deficient Work.

1.10 PRELIMINARY WALK-THROUGH INSPECTION
A. Within seven (7) Days of receipt of Contractor’s certification that the entire Work of the Project is complete, Owner’s Project Inspector will make a Preliminary Walk-through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.

B. If Owner’s Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner’s discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be charged to the Contractor.

1.11 FINAL INSPECTION

A. If the Owner’s Project Manager agrees with the Contractor’s certification, the Final Inspection will occur with twenty-one (21) Days of the Contractor’s certification of final completion of the entire Work of the Project.

B. If Owner’s Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner’s discretion, any costs to Owner for additional Final Inspections may be charged to the Contractor.

1.12 PROJECT RECORDS

A. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must submit all required Project Records, including but not limited to:

1. Copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities (“TSDF’s”) and certificates of disposal (See Document 00700.3.14.3)

2. Contractor’s certification of the minimum, if not exact, percentage of recycled content used in the performance of the Work. (See Document 00700.3.25, “Certification by Contractor of Recycled Content”) Submit four (4) copies.

3. Summary of solid waste generated by the Contractor’s operations. (Form 01515-F1) (See Section 01515.1.05.B)

4. Record Documents (As-Builts) (See Section 01450.1.15.G, “Record Document Certification) (See Section 01325.1.07, “Record Set”) (See Document 00700.13.6, “Recommendation for Acceptance”)

5. Executed Contractor’s Warranty/Guarantee (See Document 00700.13.12, “Warranty/Guarantee Form”)


7. Copies of the Contractor’s survey records (See Section 01725.1.10.B, Survey Records)

1.13 FINAL PAYMENT APPLICATION (See Section 01290.1.08.B, Final Payment Application)

1. After all Project Records have been submitted, Contractor must submit two (2) copies of their Final Payment Application with supporting Project closeout documentation including, but not limited, to the following:

   a. Evidence of completion of Project closeout requirements.

   b. Evidence that claims have been settled.

   c. Other documents as required by the Owner.

1.14 RECOMMENDATION FOR ACCEPTANCE

A. Owner’s Authorized Representative will recommend that the Board of Supervisors formally Accept the Work if the Contractor has satisfactorily:

   1. Corrected all Deficient Work observed during the Final Inspection of the entire Work of
the Project.
2. Submitted all required Project Records
3. Submitted satisfactory evidence to Owner that all payrolls, material bills and other indebtedness connected with said Work have been paid
4. Submitted all other required Contract deliverables.

1.15 ACCEPTANCE OF THE WORK
A. Acceptance of the Work will be made by the Board of Supervisors only in regular session and only after the Owner's Authorized Representative has recommended Acceptance.
B. Depending on the Boards regular session schedule, Contractor’s compliance with the Project closeout timeframes and other factors, Acceptance by the Board may not occur for many months after the physical Work of the Project is completed.
C. Contractor must take special note that, unless otherwise stated in the Contract Documents, without regard to the dates(s) items of work were actually put into service, all Guarantees/Warranties will commence on the date of Acceptance of the entire Work of the Project by the County of Santa Clara Project Manager and a Notice of Completion is submitted and approved by the County Project Manager.
D. After the Project Manager’s acceptance of the entire Work, the County will record a Notice of Completion.

FINAL PAYMENT
A. Within thirty-five (35) Days after the date of recording of the Notice of Completion by the County Recorder, Owner's Project Manager will forward a request for Final Payment for the Work to the County Controller for payment.
B. Owner will withhold from Final Payment such amounts that are in Dispute between Owner and Contractor, amounts subject to offset/setoff, and all other amounts that must be withheld by law (such as Stop Notice sums.)

PART 2 -PRODUCTS (Not Used)
PART 3 -EXECUTION (Not Used)
PART 4 -FORMS (Not Used)
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 – General
      a. 1.01 - Summary
      b. 1.02 - Related Documents And Sections
      c. 1.03 – Definitions
      d. 1.04 – Required O&M Documentation
      e. 1.05 - Submittals
   2. Part 2 - Products
      a. 2.01 – O&M Documentation Directory
      b. 2.02 – Emergency Manuals
      c. 2.03 – Operation Manuals
      d. 2.04 – Required O&M Documentation
      e. 2.05 – Systems and Equipment Maintenance Manual
      f. 2.06 – Final Commissioning Report
   3. Part 3 – Execution
      a. 3.01 - General
      b. 3.02 – Manufacturers’ Data
      c. 3.03 – Drawings
   4. Part 4 - Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Section 01810, "General Commissioning Requirements"

1.03 DEFINITIONS

A. O&M - Operations and Maintenance

B. O&M Documentation – O&M Documentation Directory, manuals, and Final Commissioning Report consisting of:
   1. O&M Documentation Directory
   2. Emergency Manual
   6. Final Commissioning Report

C. System - An organized collection of parts, equipment, or subsystems united by regular interaction.

D. Subsystem - A portion of a system with characteristics similar to a system.
1.04 REQUIRED O&M DOCUMENTATION

A. O&M Documentation Directory: Prepare a separately bound directory that provides an organized reference to all O&M Documentation.

B. Emergency Manual: Assemble a complete set of emergency information including procedures for use by emergency personnel and by Owner’s operating personnel for various types of emergencies.


D. Product Maintenance Manual: Assemble a complete set of maintenance data indication care and maintenance of each product, material, and finish incorporated into the Work.


F. Final Commissioning Report (See 01810.3.16, “Final Commissioning Report”)

1.05 SUBMITTALS

A. Initial Submittal: Submit twelve (12) draft copies of each manual at least sixty (60) Days before certifying completion of the entire Work of the Project.

B. Final Submittal: Submit twelve (12) copies of each manual in final form no later than fifteen (15) Days after Contractor's certification that the entire Work of the Project is complete.

C. Corrected Final Submittal: Correct or modify each manual to comply with Owner’s comments. Submit twelve (12) copies of each corrected Final Submittal within fifteen (15) Days of receipt of Owner's comments on the Final Submittal.

PART 2 - PRODUCTS

2.01 O&M DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, “Preparation of Operating and Maintenance Documentation for Building Systems.”

2.02 EMERGENCY MANUALS

A. Include emergency information that must be immediately available during emergency situations to protect life and property and to minimize disruptions to building occupants.

B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Earthquake.
   4. Gas leak.
   5. Water leak.
   7. Water outage.
   8. System, subsystem, or equipment failure.
   9. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.03 OPERATION MANUAL

A. Include information needed for daily operations and management of systems and equipment.

B. In addition to requirements in this Section, include operation data required in individual Technical Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.
C. Descriptions: Include the following:
   1. Product name and model number.
   2. Manufacturer’s name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and indicate color-coding where required for identification.

2.04 PRODUCT MAINTENANCE MANUAL

A. Content
   1. Organize manual into a separate section for each product, material, and finish.
   2. Include:
      a. Source information
      b. Product information
      c. Maintenance procedures
      d. Repair materials and sources
      e. Warranties and bonds, as described below.

B. Source Information
   1. List each product included in manual identified by product name and arranged to match manual’s table of contents.
   2. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Project Manual Section number and title.
C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds
   1. Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   2. Include procedures to follow and required notifications for warranty claims.

2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content
   1. For each System, Subsystem, and piece of equipment not part of a system, include:
      a. Source information
      b. Manufacturers' maintenance documentation
      c. Maintenance procedures
      d. Maintenance and service schedules
      e. Replacement parts list and source information
      f. Maintenance service contracts
      g. Warranty and bond information

B. Source Information
   1. List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents.
   2. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Project Manual Section number and title.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Replacement Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

2.06 FINAL COMMISSIONING REPORT

A. The Contractor must prepare and submit a Final Commissioning Report summarizing all of the tasks, findings, and documenting the Commissioning process.

B. The report must address the actual performance of the building systems in reference to the requirements of the Contract Documents.

C. The report must include completed pre-functional inspection checklists, Functional Performance Testing records, diagnostic monitoring results, identified deficiencies, recommendations, and a summary of commissioning activities.

D. The Final Commissioning Report must be included as part of the O&M Documentation Final Submittal (See Section 01810.3.16, “Final Commissioning Report”)

PART 3 - EXECUTION

3.01 GENERAL

A. Organization
   1. Unless otherwise indicated, organize each manual into a separate section for each System and Subsystem, and a separate section for each piece of equipment not part of a system.
   2. Each manual must contain the following materials, in the order listed:
a. Title page.

b. Table of contents.


B. Title Page

1. Enclose title page in transparent plastic sleeve.

2. Include the following information:
   a. Subject matter included in manual.
   b. Name and address of Project.
   c. Name and address of City.
   d. Date of submittal.
   e. Name, address, and telephone number of Contractor.
   f. Name and address of Owner's Design Consultant.
   g. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents

1. List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Section number in the Project Manual.

2. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents

1. Organize into sets of manageable size.

2. Arrange contents alphabetically by system, subsystem, and equipment.

3. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Binders

1. Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components.
   b. Cross-reference other binders to provide essential information for proper operation or maintenance of equipment or system.
   c. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

F. Dividers

1. Heavy-paper dividers with plastic-covered tabs for each section.

2. Mark each tab to indicate contents.

3. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Project Manual Section number and title.
G. Protective Plastic Sleeves
   1. Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

H. Supplementary Text

I. Drawings
   1. Attach reinforced, punched binder tabs on drawings and bind with text.
   2. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   3. Do not place loose, oversize drawings in binder pockets.
   4. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

3.02 MANUFACTURERS' DATA
   A. Manufacturers' standard printed data
      1. Include only sheets pertinent to product or component installed.
      2. Mark each sheet to identify each product or component incorporated into the Work.
      3. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents.
   B. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
   C. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate precise items included in this installation and delete, or otherwise clearly indicate, manufacturer's data with which this installation is not concerned.

3.03 DRAWINGS
   A. Prepare drawings supplementing manufacturers’ printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.
   B. Coordinate supplementary drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
   C. Do not use original Record Documents as part of operation and maintenance manuals.

PART 4 - FORMS (Not Used)

END OF SECTION 01782
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 - Related Documents and Sections
   c. 1.03 - Definitions
   d. 1.04 – General
   e. 1.05 – Systems/Equipment Requiring Commissioning
   f. 1.06 – Commissioning Team
   g. 1.07 – Commissioning Process
   h. 1.08 – Owner's Commissioning Consultant
   i. 1.09 – Contractor's Responsibilities
   j. 1.10 – Performance Period
   k. 1.11 – Training and Instruction
   l. 1.12 – Deferred and Seasonal Testing

2. Part 2 – Products
   a. 2.01 - Test Equipment
   b. 2.02 – Data Logging Equipment

3. Part 3 – Execution
   a. 3.01 – General
   b. 3.02 – Commissioning Plan
   c. 3.03 – Initial Scope Meeting
   d. 3.04 – Draft Commissioning Plan
   e. 3.05 – Final Commissioning Plan
   f. 3.06 – Pre-commissioning Inspection Checklist
   g. 3.07 – Pre-functional Inspection Checklist
   h. 3.08 – Functional Performance Testing
   i. 3.09 – Commissioning Acceptance Procedures
   j. 3.10 – Non-conformance
   k. 3.11 – Performance Period
   l. 3.12 – Operations & Maintenance Data
   m. 3.13 – Training and Instruction
   n. 3.14 – Requests for Information
   o. 3.15 – Final Commissioning Report

4. Part 4 - Forms
   a. Table 01810-01, "Systems/Equipment to be Commissioned"

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.7.5, "Milestone Inspections and Certification."
B. Section 01315, "Project Meetings."
C. Section 01320, "Construction Progress Documentation"
D. Section 01320.3.05.B.22, Performance Period Activities
E. Section 01330, "Submittal Procedures."
F. Section 01450, "Contractor’s Quality Control (QC) System"
G. Section 01782, "Operation and Maintenance Data"
H. Section 01820, "Demonstration and Training"

1.03 DEFINITIONS
A. The following definitions as used in this Section mean:

1. **Commissioning** - The process to demonstrate to the Owner that systems, equipment, mechanical, electrical, controls, and special systems function together properly to meet performance requirements and design intent as shown in a composite manner in the Contract Documents.

2. **Commissioning Plan** - The overall document prepared by the Contractor and accepted by the Owner, defining the overall commissioning process.

3. **Owner’s Commissioning Consultant (OCC)** - The Consultant hired directly by the Owner to represent the Owner throughout the commissioning process. The Owner’s Commissioning Consultant does not have the authority to direct start-up, testing, or commissioning activities, or authorize changes or modifications to the requirements of the Contract Documents.

4. **Subsystem** - A portion of a system with characteristics similar to a system.

5. **System(s)** - Group of components and equipment functioning as a unit or performing a common function. (i.e.: Chilled Water System: consisting of piping, valves, fittings, controls, chillers, expansion tanks, air relief, chemical treatment, pumps, etc.)

1.04 GENERAL
A. Commissioning is intended to achieve the following specific objectives:

1. Verify and document that equipment is installed and started pursuant to the requirements of the Contract Documents, Manufacturer’s recommendations, and to industry accepted minimum standards.

2. Verify and document that equipment and systems receive complete operational checkout by installing contractors.

3. Verify and document equipment and system performance.

4. Ensure that the Owner’s operating personnel are adequately trained on the operation and maintenance of building equipment and systems.


B. The commissioning process does not reduce the responsibility of the Contractor to perform and complete all Work in accordance with the requirements of the Contract Documents.

1.05 SYSTEMS/EQUIPMENT REQUIRING COMMISSIONING
A. The systems and equipment to be commissioned for this Project are identified in the Technical Specifications and summarized in Table 01810-01, "Systems/Equipment To Be Commissioned." If a specific System or item of equipment is required to be commissioned pursuant to the Technical Specifications but is omitted from Table 01810-01, "Systems/Equipment To Be Commissioned", the omitted System or item of equipment must be commissioned as though it was included in summary Table 01810-01.
B. Where the requirements of this Section 01810, "General Commissioning Requirements" conflict with the Technical Specifications (Divisions 2-16), the requirements of the Technical Specifications take precedence.

1.06 COMMISSIONING TEAM

A. It is the intent that all members of the Commissioning Team cooperate with each other to fulfill their individual responsibilities and support the overall Commissioning process.

B. The Commissioning Team consists of:
   1. Contractor
   2. Contractor's Commissioning Agent
   3. Subcontractors including Testing and Balancing (TAB) Subcontractor
   4. Owner's Commissioning Consultant
   5. Owner's Design Consultants and Representatives
   6. Owner's Building Operations Staff

1.07 COMMISSIONING PROCESS

A. The following activities describe the key tasks in the Commissioning process:
   1. Scoping Meeting: All members of the Commissioning Team that will be involved in the commissioning process meet to review the scope of Work, tasks, schedules, deliverables, and responsibilities for creation and implementation of the Commissioning Plan.
   2. Commissioning Plan: The Contractor prepares and submits the Commissioning Plan. (Performance Period Monitoring and Evaluation Plan may be submitted any time up to ninety (90) Days prior to the start of the Performance Period.)
   3. Submittals: Equipment and systems documentation including detailed start-up procedures are submitted to the Owner in compliance with Section 01330, "Submittal Procedures."
   4. Pre-commissioning Checklist: Contractor must prepare pre-commissioning to verify that systems or items of equipment are actually installed in accordance with the accepted Submittal(s).
   5. Pre-Functional Checklists: Contractor must prepare pre-functional checklist for each system and/or item of equipment to verify system set points, operating strategies, required component testing, correct rotation, damper positions, etc., prior to functional testing. The purpose of the checklist is to ensure that all systems and equipment are ready for continuous operation and final testing. The pre-functional checklists must incorporate Manufacturers start-up recommendations and system operational checkout requirements.
   6. Functional Performance Testing: Contractor must perform a full range of checks and tests to determine if components, sub-systems, systems, and interfaces between systems function in accordance with the requirements of the Contract Documents. In this context, "function" includes all modes and sequences of control operation, all interlocks and conditional control response, and all specified responses to emergency conditions.
   8. After successful Performance Period, Contractor must prepare and submit a Final Commissioning Report.
   9. Contractor prepares and submits corrected final O&M Manuals.
10. Contractor performs Demonstration and Training of Owner's personnel.

11. Deferred or Seasonal Testing. If approved in writing by the Owner's Authorized Representative, Contractor performs deferred or seasonal testing, as required.

B. Scheduling

1. Contractor must integrate all key commissioning activities into Contractor's Baseline Schedule submission. (See Section 01320, "Construction Progress Documentation")

2. Commissioning activities that must be included in the Contractor's Baseline Schedule submission include:
   a. Initial Commissioning Plan Scoping Meeting
   b. Submit Draft Commissioning Plan
   c. Review and Acceptance of Draft Commissioning Plan
   d. Submit Final Commissioning Plan
   e. Review and Acceptance of Final Commissioning Plan
   f. Contractor certification that pre-functional checklist activities are ready to be commenced.
   g. Pre-functional checkout
   h. Contractor certification that equipment and systems are operational and ready for functional performance testing.
   i. Functional performance testing
   j. Performance Period (30 calendar Days)
   k. Submit Final Commissioning Report
   l. Submit O&M Manuals (Initial, Final, and corrected Final)
   m. Owner Training
   n. Milestone Completion Certification

C. Commissioning Meetings

1. A Commissioning Plan Scope Meeting will occur within thirty (30) Days of the official start date for the Contract Time stated in the Notice To Proceed (NTP) issued by the Owner.

2. Weekly Commissioning meetings will be held beginning sixty (60) Days prior to any system or equipment start-up and will continue to be held through completion of the Performance Period.

3. Other meetings may be required and called by the Owner's Commissioning Consultant to resolve specific Commissioning issues.

4. Contractor must prepare and distribute minutes of all Commissioning meeting(s). (See also Section 01315, "Project Meetings.")

1.08 OWNER'S COMMISSIONING CONSULTANT

A. The role of the Owner's Commissioning Consultant (OCC) is to perform Quality Assurance activities for the Owner. The Contractor is responsible for all Quality Control activities associated with Commissioning the Work.

B. The Owner's Commissioning Consultant does not have the authority to modify, add to, or delete any of the requirements of the Contract Documents.

C. The Owner's Commissioning Consultant does not have the authority to direct start-up, testing, or commissioning activities.

D. The duties of the Owner's Commissioning Consultant are generally limited to:
1. Review of Contractor's:
   a. Commissioning Plan
   b. Equipment and Systems Submittals
   c. Contractor's Systems start-up plans and schedules
   d. Completed start-up and Functional Performance Testing documentation
   e. Test plans, procedures, and reports
   f. Final testing, adjusting, and balancing (TAB) reports
   g. O&M Documentation
   h. Training Plan and Documentation

2. Witness and verify satisfactory performance of:
   a. Equipment and component tests
   b. Systems and inter-systems functional performance tests.
   c. TAB activities

3. Site observation
   a. The Owner's Commissioning Consultant will periodically visit to the Project site to witness equipment and system installation.
   b. Conflicts or areas needing clarification will be documented in writing by the Owner's Commissioning Consultant and will be forwarded to the Contractor for response and if required, corrective action.

4. Commissioning meetings
   a. Require special Commissioning meetings
   b. Attendance at all Commissioning meetings

1.09 CONTRACTOR'S RESPONSIBILITIES

A. Coordinate and direct all Commissioning activities.
B. Attend Commissioning Plan Scoping Meeting and additional meetings, as required by Owner's Commissioning Consultant or the Contract Documents.
C. Prepare and submit twelve (12) copies of the Draft Commissioning Plan
D. Prepare and submit twelve (12) copies the Final Commissioning Plan
E. Include all key Commissioning activities in the Contractor's Baseline Schedule submission and submit updates and revisions to the Commissioning activities pursuant to the requirements of Section 01320, "Construction Progress Documentation."
F. Develop start-up plans
G. Ensure that the Work is performed according to the requirements of the Contract Documents and the accepted Commissioning Plan.
H. Notify Owner's Commissioning Consultant in writing when equipment and Systems are ready for pre-commissioning checklist activities.
I. Verify completion of pre-commissioning checklist activities
J. Certify in writing to Owner that pre-functional checklist activities are ready to be commenced.
K. Certify in writing that equipment and systems are operational and ready for Functional Performance Testing.
L. Prior to certification that equipment and systems are operational and ready for Functional Performance Testing, provide the Owner's Commissioning Consultant with copies of all completed pre-commissioning checklists, completed pre-functional checklists, Owner accepted Submittals, Requests for Information (RFIs), Field Modifications, and Changer Orders related to Systems and equipment to be tested.

M. Prepare O&M manuals, according to the requirements of Section 01782, "Operation and Maintenance Data", including updating original sequences of operation to as-built conditions.

N. Contractor is responsible for operation and performance of systems and equipment throughout the commissioning process.

O. Provide Owner training in accordance with Division 01820, "Demonstration and Training"

1.10 PERFORMANCE PERIOD

A. All Commissioned equipment and Systems must operate under normal operating conditions for a minimum duration of thirty (30) consecutive Days.

B. The performance period must occur after the completion of the Functional Performance Testing and before Contractor certifies the Work of the appropriate Milestone is complete.

C. The Contractor must develop a written Performance Period Monitoring and Evaluation Plan and include it in the Commissioning Plan.

1.11 TRAINING AND INSTRUCTION

A. Contractor must provide training in accordance with Section 01820, "Demonstration and Training" and as specified else where within the Technical Specifications.

1.12 DEFERRED AND SEASONAL TESTING

A. Unforeseen Conditions

1. If Functional Performance Testing of a specific item of equipment or System cannot be completed due to unforeseen conditions or circumstances, at the sole discretion of the Owner's Authorized Representative, functional testing may be delayed and conducted at any time up to the end of the Warranty/Guarantee period.

2. Owner's Authorized Representative must approve deferred testing in writing.

3. Deferred testing must be conducted during the time period identified in the Owner's written authorization allowing deferred testing.

B. Seasonal Testing

1. Seasonal variation in operations or control strategies may require additional testing during the opposite season to verify performance of the HVAC system and controls.

2. If Seasonal Testing is required by the Contract Documents, it must be identified in the Commissioning Plan.

3. With the written approval of the Owner's Authorized Representative, Seasonal Testing may be performed during the Warranty/Guarantee period.

PART 2 - PRODUCTS

2.01 TEST EQUIPMENT

A. All testing equipment, supplies, materials, power, water, gas, electrical load banks, filters, etc., required to perform startup and initial checkout and Functional Performance Testing must be provided and paid for by the Contractor.

B. All testing equipment must be of sufficient quality, accuracy, and capacity to test or measure System and/or equipment performance for conformance with the requirements of the Contract Documents.
2.02 DATA LOGGING EQUIPMENT

A. If needed, the Contractor must provide all data logging equipment and/or software required for recording data generated during the testing of the systems and/or equipment.

PART 3 - EXECUTION

3.01 GENERAL

A. Contractor must operate equipment and Systems and conduct all tests in presence of the Owner's Commissioning Consultant.

B. Contractor must notify the Owner's Commissioning Consultant, in writing, at least seven (7) Days prior to performing any Commissioning test.

C. Testing must be conducted under design operating conditions as defined within the Contract Documents or accepted Commissioning Plan.

D. In addition to the copies required by Section 01332, "Submittal Log", Contractor must submit two (2) additional copies of all test reports to the Owner's Commissioning Consultant within twenty-four (24) hours of conducting each test.

E. Functional Performance Testing must be completed and accepted by the Owner prior to commencing the thirty (30) calendar Day performance periods.

F. All elements of Systems must be tested to demonstrate that all systems satisfy all requirements of the Contract Documents.

G. Testing must be accomplished on hierarchical basis. Each piece of equipment must be tested for proper operation, followed by each subsystem, followed by entire system, followed by interfaces to other major systems.

3.02 COMMISSIONING PLAN

A. The Commissioning Plan will be prepared by the Contractor and will detail the implementation of the Commissioning process. It must include the requirements that each party involved in the commissioning process will have to accomplish, including sequence, acceptance criteria, scheduling, documentation requirements, and verification procedures.

B. Twelve (12) copies of the Draft Commissioning Plan must be submitted to the Owner no later than ninety (90) Days after initial Commissioning Plan Scoping Meeting.

C. The Commissioning Plan must include the following:
   1. General Building Information
   2. Identify project location & address
   3. Building type, occupancy and fire rating
   4. Building square footage & number of stories
   5. Project team member information:
      a. Company Name & Address
      b. Discipline
      c. Phone Number
      d. Fax
      e. Email
      f. Emergency 24/7 phone number
   6. Detailed responsibilities and/or deliverables for each member of the Commissioning Team.
7. Equipment & system list of items to be commissioned
8. Fire and Emergency Power Response Matrix
9. Fire Alarm Sequence Flow Chart/Diagram
10. Testing Plan, Approach, & Methodology
11. Test Methods
12. Coordination & Scheduling
13. Deficiencies Documentation
14. Acceptance
15. Testing elements defined
16. Shop Drawings that will be use during Commissioning.
17. Delivery checklists
18. Manufacturer's installation requirements
19. System sequences of operations
20. Detailed procedures for start-up and testing each listed piece of equipment and system.
21. Pre-commissioning checklists and system pre-functional checklists.
22. Detailed checklists for performance testing.
23. System & equipment integration matrix
24. Report forms that will be used.
25. Calibration data for test equipment to be used during the Commissioning process.
26. Performance Period Monitoring and Evaluation Plan
27. Seasonal or Deferred Testing
28. Other items as may be specified in Divisions 2 through 16.

D. The Commissioning Plan must include procedures for:
   1. Start-up
   2. Testing, adjusting, and balancing
   3. Verification of equipment and system performance.
   4. Verification of performance of subsystems (e.g. pumps, heat exchangers, and interconnecting piping).
   5. Verification of performance of the automatic controls in all seasonal and operational modes.
   6. Verification of the performance of the HVAC systems as a whole.
   7. Verification of the performance of all life safety devices and systems that interface with the HVAC systems.
   8. Verification of required continuous Operational testing periods for each system or item of equipment.
   9. Creation of corrective action plans for all noted deficiencies identified during the commissioning process.

3.03 INITIAL SCOPE MEETING

A. Initial Commissioning Plan Scope Meeting must take place within thirty (30) Days from the official start date for the Contract Time stated in the Notice to Proceed (NTP) letter to the Contractor.
B. Attendees:
   1. Owner’s Project Manager
   2. Owner’s Project Inspector (Mandatory Attendance Required)
   3. Owner’s Commissioning Consultant (Mandatory Attendance Required)
   4. Owner’s Design Consultant(s)
   5. Contractor’s Authorized Representative
   6. Contractor’s CQ Manager (Mandatory Attendance Required)
   7. Contractor’s Commissioning Agent (Mandatory Attendance Required)
   8. Appropriate Subcontractors
   9. Other Interested Parties

C. The agenda must include:
   1. Introductions
   2. Flow of documents
   3. Submittal data
   4. Shop Drawings, Coordination Drawings and single line diagrams
   5. Lines of reporting & communication
   6. Responsibilities
   7. Commissioning Plan requirements

3.04 DRAFT COMMISSIONING PLAN
A. The Contractor must develop a draft Commissioning Plan.
   1. Twelve (12) copies of the Draft Commissioning Plan must be submitted to the Owner no later than ninety (90) Days after initial Commissioning Plan Scoping Meeting.
   2. Within thirty (30) calendar Days of receipt, Owner will meet with the Contractor to discuss the Draft Commissioning Plan.

3.05 FINAL COMMISSIONING PLAN
A. Contractor must submit twelve (12) copies of a Final Commissioning Plan to the Owner no later than 240 calendar Days from the official start date for the Contract Time stated in the Notice to Proceed (NTP) letter to the Contractor.
B. Owner will review and return the Final Commissioning Plan submittal pursuant to Section 01330, "Submittal Procedures."

3.06 PRE-COMMISSIONING INSPECTION CHECKLIST
A. Contractor must prepare pre-commissioning checklists for each item of equipment and System to be Commissioned.
B. As a minimum, pre-commissioning checklists must include the following:
   1. Submittal Approvals
   2. Model (equipment nameplate and characteristics) verification
   3. Manufacture Installation Checklist
   4. System Checklist
   5. Deficiencies Documentation
6. Contractor Certification
7. Owner notification
8. Owner Acceptance

C. Each item in the checklist must have a date and initial line for the Contractor to indicate successful completion of the item. Only individuals who have completed or witnessed the line item task shall make initials or checks on the forms.

D. Contractor must identify all pre-commissioning items not successfully completed at the bottom of the checklist form or on an attached sheet. Four (4) copies of the completed checklist and any outstanding deficiencies must be submitted to the Owner within two (2) workdays of test completion.

3.07 PRE-FUNCTIONAL INSPECTION CHECKLIST

A. Contractor must prepare pre-functional inspection checklists for each item of equipment and system to be commissioned.

B. The pre-functional inspection checklists must contain sufficient detail to ensure that the systems/equipment are complete and operational, so that the functional performance testing can commence.

C. At a minimum, pre-functional inspection checklists must include the following:
   1. Installation checklist
   2. Manufacturer start-up and checkout procedures
   3. Fire and Emergency Power response matrix
   4. Fire Alarm Sequence Flow Chart/Diagram
   5. TAB Initial report
   6. Deficiencies Documentation
   7. Contractor Certification
   8. Owner Notification
   9. Acceptance

D. Each item in the checklist must have a date and initial line for the contractor to indicate successful completion of the item. Only individuals who have completed or witnessed the line item task shall make initials or checks on the forms.

E. Contractor must clearly list any items of pre-functional inspection not successfully completed at the bottom of the checklist form or on an attached sheet. Four (4) copies of the completed checklist and any outstanding deficiencies must be submitted to the Owner within two (2) workdays of test completion.

3.08 FUNCTIONAL PERFORMANCE TESTING

A. General
   1. The objective of Functional Performance Testing is to demonstrate that each system is operating according to the requirements of the Contract Documents.
   2. Functional Performance Testing comprises a full range of tests to verify that all components, equipment, Systems, and interfaces between Systems operate correctly. This includes all operating modes, interlocks, control sequences, and responses to emergency conditions.
   3. Tests must be performed on a complete system basis.
4. Contractor must operate systems and equipment throughout this testing and verification process.

5. Contractor must following the written test procedures in the accepted Commissioning Plan.

6. Contractor must direct, coordinate, and perform all testing procedures.

7. The Contractor must document all verification testing as it occurs.

8. The Owner's Commissioning Consultant must witness all Commissioning activities.

9. The Functional Performance Test checklist contained in the accepted Commissioning Plan must be used to document the results of the Functional Performance Testing process.

10. Each System must be operated through all modes of System operation (i.e., seasonal, occupied, unoccupied, warm-up, cool-down, power failure, fire alarm, etc.) including every individual interlock and conditional control logic, all control sequences, both full- and part-load conditions, and simulation of all abnormal conditions for which there is a specified system or controls response, e.g. warm-up and cool-down test shall be a performance test, test must be timed, HVAC equipment must change the space temperature by 10 degrees (60 degrees F to 70 degrees F and 80 degrees F to 70 degrees F).

11. Temporary upsets of Systems, such as distribution fault, control loss, set-point change, equilibrium upset, and component failure must be imposed at different operation loads to determine system stability and recovery time. All data must be logged and included in the O&M Documentation. (See Section 01782, "Operation and Maintenance Data")

B. Development of Test Procedures

1. The Contractor must develop specific test procedures and forms to verify and document proper operation of each piece of equipment and System.

2. The test procedures must be included in the Final Commissioning Plan and submitted to the Owner for review.

3. The Functional Performance Testing procedure forms developed by the Contractor must include the following information:
   a. System and equipment or component name(s).
   b. Equipment location and ID number.
   c. Date.
   d. Project name.
   e. Participating parties.
   f. Instructions for setting up the test, including special cautions, alarm limits, etc.
   g. Specific step-by-step procedures to execute the test.
   h. Acceptance criteria of proper performance with a Yes / No check box.
   i. A section for comments.
   j. Execution of Functional Performance Tests
   k. Test Methods

4. The Functional Performance Testing process must be accomplished for all equipment, Subsystems, Systems, and System interfaces, with a separate checklist for each to ensure that documentation specific to each is complete.

5. Functional Performance Testing and verification may be achieved by:
   a. Direct manipulation of System inputs (i.e., heating or cooling sensors)
b. Manipulation of System inputs with the building automation system (i.e., software override of sensor inputs)

c. Trend logs of System inputs and outputs using the building automation system

d. Short-term monitoring of System inputs and outputs using stand alone data loggers.

e. A combination of methods may be required to completely test the entire sequence of operations. The Owner's Design Consultant will determine which method, or combination, is most appropriate.

C. Setup

1. Each test procedure must be performed under conditions that simulate normal operating conditions as closely as possible.

2. Contractor must make all necessary System modifications to produce the specified conditions (flows, pressures, temperatures, etc) necessary to execute the test.

D. Sampling

1. Multiple identical pieces of non-life-safety or non-critical equipment may be functionally tested using a sampling strategy.

2. The sampling strategy is developed by the Contractor and accepted by the Owner's Design Consultant.

3. If, after three attempts at testing using the accepted sampling method, failures are still present, all remaining units must be individually tested.

E. Coordination

1. Equipment must not be "temporarily' started (for heating or cooling), until pre-functional checklist items and all Manufacturers' pre-start procedures are completed and moisture, dust and other environmental and building integrity issues will not interfere with the startup and/or operation and testing of the Systems and equipment.

2. Functional Performance Testing must not begin until pre-functional testing is completed for a given system.

3. The controls system and equipment it controls must not be functionally tested until all points have been calibrated and pre-functional checklists are completed.

4. When the functional performance of all individual systems has been proven, the interface or coordinated responses between systems must be checked. The systems involved may be within the overall HVAC Work or they may involve other Systems, such as emergency systems for fire and life safety.

5. If Contractors Work interfaces with Owner's existing systems, Contractor's Work will be first tested as independent building Systems followed by tests of Systems tied into Owners systems.

6. Each coordinated response between Systems must be demonstrated to the satisfaction of the Owner's Commissioning Consultant.

7. At completion of the each test, Contractor must return all affected building equipment and Systems to their pre-test conditions.

F. Occupied Facilities

1. Testing procedures must be conducted in a manner that will not compromise the Owner's ongoing operations.

2. If the Contractor is unsure of test procedure's effect on an operating System, or the test procedure may cause an existing System to stop operating, Contractor must make such test procedures known to the Owner during the development of the Commissioning Plan.
3. Owner may require testing that may interrupt or compromise the Owner’s existing Systems to be performed during non-peak operating periods.

4. Scheduling of such items will be at the sole discretion of the Owner.

G. Problem Solving

1. The Owner's Commissioning Consultant may offer suggestions for the Contractor to consider when resolving difficulties encountered during the Commissioning process. However, all suggestions offered by the Owner's Commissioning Consultant are not binding on the Contractor and the burden of responsibility to solve and correct deficiencies encountered during the Commissioning process is and remains the responsibility of the Contractor.

3.09 COMMISSIONING ACCEPTANCE PROCEDURES

A. Contractor must notify the Owner's Commissioning Consultant at least two weeks prior to starting Functional Performance Tests.

B. The Owner's Commissioning Consultant makes provisional acceptance of the Functional Performance Test after witnessing successful completion of the test.

C. The Owner's Commissioning Consultant recommends acceptance of each test to the Owner's Design Consultant.

D. The Owner’s Design Consultant accepts/rejects the System or item of equipment after reviewing Owner's Commissioning Consultant recommendation and all test results.

E. Contractor performs all Performance Period activities.

F. Upon successful completion of the Performance Period and all other required items, Contractor certifies the Work is complete in accordance with Document 00700.7.5, “Milestone Inspections and Certification.”

3.10 NON-CONFORMANCE

A. If acceptable performance is not achieved:

1. If there is no dispute on the deficiency and the responsibility to correct it:
   a. Contractor documents the deficiency and the adjustments or alterations required to correct it.
   b. Contractor corrects the deficiency and notifies the Owner's Commissioning Consultant that the equipment is ready to be retested.
   c. The Owner's Commissioning Consultant witnesses the re-test when it is performed.

2. If there is a dispute about a deficiency or who is responsible:
   a. The deficiency is documented and the Owner and Owner's Commissioning Consultant are notified in writing by Contractor of Contractor's position.
   b. Owner will furnish the Contractor with written clarification and/or Direction.
   c. Once the Owner furnishes the Contractor with an interpretation and/or Direction, Contractor must proceed with the Work.
   d. Contractor must notify the Owner and Owner's Commissioning Consultant when the equipment or is ready to be retested.

B. Every check or test for which acceptable performance was not achieved must be repeated after the necessary corrective measures have been completed until acceptable performance is achieved.
C. Owner's Commissioning Consultant must witness and sign-off on the correction of all performance deficiencies.

3.11 PERFORMANCE PERIOD
A. The Performance Period in this section applies to all commissioned equipment and Systems.
B. Upon successful completion of Owner-witnessed Functional Performance Tests, a Performance Period of thirty (30) consecutive calendar Days is required.
C. The Performance Period commences on first day following the last approved performance test and must be completed prior to Contractor's Milestone certification.
D. Contractor must include the Performance Period in the Contractor's Preliminary and Baseline Schedule submissions. These activities must occur after operational testing is completed and before Contractor certifies the Work of the Milestone is complete. (See Section 01320.3.05.B.22)
E. The Contractor must verify and document during the Performance Period, under normal conditions, the performance of the commissioned equipment, systems and related systems.
F. During the Performance Period, Contractor must operate and maintain equipment and Systems being verified.
G. The Contractor must review System and equipment performance during the Performance Period and correct problems as early as possible. All such corrections must be documented with date and time and copies of the documentation must be submitted to the Owner's Commissioning Consultant within 24 hours of correction.

3.12 PERFORMANCE PERIOD MONITORING AND EVALUATION PLAN
A. At least ninety (90) Days prior to the start of the Performance Period, the Contractor must submit to Owner a written Performance Period Monitoring and Evaluation Plan.
B. Contractor's Performance Period Monitoring and Evaluation Plan must:
   1. Identify Systems and equipment that will be monitored and evaluated
   2. Identify how specific issues and criteria for components and equipment will be monitored and evaluated, e.g. simultaneous heating and cooling, valve leak by, actuator and other control loop hunting, outdoor air functions, economizer functions, schedules, etc.
   3. Identify how indoor environmental conditions will be monitored and evaluated, e.g., space temperature, relative humidity, pressurization, air exchange, etc.
   4. Identify how inter-System interfaces will be monitored and evaluated.
   5. Propose for Owner's acceptance, required level of detailed documentation to verify compliance with acceptance criteria, e.g., sampling rate of trend logs, which points to graph together, graph type (time series, scatter plot) or tabular outputs needed, etc.
   6. Identify how the trend graphs will be developed, e.g. BAS or other means.
      a. At a minimum, each graphs must:
         (1) Be titled or annotated listing and describing the performance issue being displayed. Neatly by hand is acceptable.
         (2) Show the point identity of each graph line, with date, time, values and units clearly identifiable.
         (3) Y-axis must be scaled to provide as much resolution as possible and two Y-axes used for multiple points with large variances in their numerical ranges.
         (4) The time window will be narrowed to provide clear resolution, but wide enough to verify that compliance is not an anomaly in time. Use multiple time windows for the same issue as needed or requested by the Owner's Commissioning Consultant.
(5) Electronic data behind each graph must be archived so regraphing/reformatting can be accomplished or points used to add to another graph, etc.

(6) Contractor must set up trends in the BAS to ensure there will be no loss of data.
   b. Graph Data: Analyze data and adjust graphs by adding or deleting points, zooming in on a narrower time frame, etc., to clearly illustrate the issue.
   c. Record daily activities and conditions that may be useful in interpreting performance, e.g., weather, etc.

7. Identify how system alarms, system failures, equipment failures, software failure, software errors, will be monitored and corrected.

8. Identify how types of failure and types of alarms will be classified. This information must be presented in a table listing the issue type and number of occurrences. During the Performance Period, a copy of the table must be submitted to the Owner's Commissioning Consultant as requested.

9. Identify how all maintenance and adjustment operations will be documented.

C. Performance Period Report:
   1. Assemble the documentation from the Performance Period into a Performance Period Report and submit eight (8) copies to the Owner's within five (5) workdays of the end of the performance period.
   2. Include a summary listing all known areas that do not meet the acceptance criteria.
   3. Within seven (7) working Days after submission of the Performance Period Report, a review meeting with the Owner's Commissioning Consultant will be conducted. At the meeting the Performance Period report will be reviewed.

D. Retests:
   1. After review of the Performance Period Report, for issues where acceptance criteria were not met, corrective actions will be identified, retests will be scheduled, and additional Performance Periods will be established.
   2. If equipment or System operates so as to demonstrate continuing compliance with the Requirements of the Contract Documents, for a period of thirty (30) consecutive Days from commencement date of Performance Period, the equipment or system will be deemed to have satisfied the Performance Period requirement.

3.13 OPERATIONS & MAINTENANCE DATA
   A. The Contractor must compile O&M Documentation for each piece of equipment or System defined in Technical Specification (Divisions 2 through 17) in accordance with Section 01782, "Operation and Maintenance Data."

3.14 TRAINING AND INSTRUCTION
   A. Training and instruction of Owner's personnel is a part of the Commissioning process and essential for the proper operation of the equipment and Systems within the Project. The Contractor must coordinate with the Owner's Commissioning Consultant for the training of Owner's personnel. Detailed requirements for training and instruction are contained in other sections of the Contract Documents including, but not limited to, Section 01820, "Demonstration and Training," and the Technical Specifications (Divisions 2 through 17).

3.15 REQUESTS FOR INFORMATION
   A. In addition to the number of copies required by other sections of the Contract Documents, Contractor must submit two (2) additional copies of all RFI's that relate to Commissioned equipment and Systems directly to the Owner's Commissioning Consultant.
3.16 FINAL COMMISSIONING REPORT

A. The Contractor must prepare and submit twelve (12) copies of a Final Commissioning Report summarizing all of the tasks, findings, and documenting the Commissioning process.

B. The report must address the actual performance of the building systems in reference to the requirements of the Contract Documents.

C. The report must include completed pre-functional inspection checklists, Functional Performance Testing records, diagnostic monitoring results, identified deficiencies, recommendations, and a summary of commissioning activities.

D. The Final Commissioning Report must be included as part of the Operation and Maintenance Data (See Section 01782.2.07, “Final Commissioning Report”)

PART 4 - FORMS

TABLE 01810-01
SYSTEMS/EQUIPMENT TO BE COMMISSIONED

A. MECHANICAL

- Variable Frequency Drives
- Central Cooling Plant/Chilled Water Generation Systems
- Heating Plant/Heating Hot Water Generation Systems
- Field Erected Cooling Towers
- Central Steam generation plants
- Chemical water treatment systems
- Control air systems & dryers
- Fan Coil Units
- Air Conditioning Units
- Computer room cooling systems
- Rooftop Air Handling Units/Supply Air Systems
- Packaged Air Handling Units/Supply Air Systems
- Make-Up Air Handling Unit/Supply Air Systems
- Unit Ventilators
- Boilers
- Air Conditioning Unit/Supply Air System
- Cooling Towers
- Chillers
- Supply Fan Systems
- Exhaust Fan Systems
- CO2 monitoring and control Systems Eli Electric Unit Heaters
- Ventilation, Relief or Exhaust Fan Systems
- Variable Air Volume Terminal Units - Fan Powered Type (Series or Parallel)
- Variable Air Volume Terminal Units - Cooling Only
- Building Automation System (BAS) Direct Digital Control (DDC) System
□ Fuel system components and piping
□ FOG cooling systems
□ Other

B. PLUMBING SYSTEM
□ Electric Water Heaters
□ Gas Fired Water Heaters
□ Water Heater Circulation Pump
□ Plumbing Sump Pump
□ Plumbing Fixtures
□ Water pump Systems
□ Sewer Lift Stations systems
□ Water booster systems
□ Localized temperature booster systems
□ Fountain mechanical systems
□ Industrial waste systems
□ Landscape irrigation systems
□ Other

C. FIRE PROTECTION
□ Fire Protection Sprinkler System Inspector's Test Station
□ Fire Protection System Dry Pipe System
□ Fire Protection System Pre-action System
□ Fire protection air compressors and dryers
□ Fire alarm system & interface
□ Smoke alarm system & interface
□ Fire water pressure stations
□ CO2 systems
□ Clean agent extinguishing systems
□ Smoke evacuation System and Integration
□ Other

D. ELECTRICAL
□ Lighting Systems
□ Engine Generator systems
□ Switchgear
□ Vacuum Fault Interrupters
□ Electrical Metering, Monitoring, and Control Systems
□ Motors
□ Automatic Transfer Switches
☐ Medium Voltage Interrupter Switch
☐ Transformers
☐ Pad-Mounted Primary Switchgear
☐ Primary Power System Cabling
☐ Secondary Power System Cabling
☐ Power Distribution Unit
☐ Circuit Breaker Switchboards
☐ Breaker trip sequencing coordination study
☐ Ground fault systems
☐ Service Switchboard
☐ Circuit Breaker Branch Circuit Panel-boards
☐ Circuit Breaker Distribution Panel-board
☐ Motor Control Center
☐ Other

E. SPECIAL SYSTEMS
☐ UPS Systems
☐ UPS Battery Capacity Test
☐ Transit Voltage Surge Suppression (TVSS) Systems
☐ Fire Detection and Alarm System
☐ Security Access System
☐ Building Management Systems
☐ Video Surveillance System - Fixed Position Camera
☐ Video Surveillance System - Pan Tilt and Zoom Camera
☐ Closed circuit television (CCTV) systems
☐ Supervisory Control and Data Acquisition Systems
☐ Other

F. AUDIO VISUAL SYSTEMS
☐ Video Projection
☐ Video Monitor System
☐ Sound Systems
☐ Computer controls
☐ Paging system
☐ Switching / Source Selection Systems
☐ Other

G. CONVEYANCE SYSTEMS
☐ Elevators
☐ Traction Elevators & interfaces
□ Hydraulic Elevators & interfaces
□ Escalators
□ Moving Walks
□ Vertical Wheelchair Lifts & interfaces
□ Baggage Conveying & Dispensing Systems
□ Other

H. COMMUNICATIONS
□ Voice Paging
□ Telephone
□ Data Systems
□ Fiber Optic Systems
□ Radio and Wireless Systems
□ 800Mhz Radio System
□ Common User Terminal Equipment (CUTE)
□ Flight Information Display Systems (FIDS)
□ Station Call System
□ Other

END OF SECTION 01810
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 - General
      a. 1.01 - Summary
      b. 1.02 - Related Documents And Sections
      c. 1.03 -Definitions
      d. 1.04 - General
      e. 1.05 - Pre-instruction Conference
      f. 1.06 - Coordination
      g. 1.07 - Instruction Program
   2. Part 2 - Products (Not Used)
   3. Part 3 - Execution
      a. 3.01- Preparation
      b. 3.02- Instruction
      c. 3.03- Submittals
   4. Part 4 - Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Section 01810, "General Commissioning Requirements"

1.03 DEFINITIONS

A. **Training Facilitator** - A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. **Instructor** - A factory-authorized service representative, experienced in operation and maintenance procedures and training.

1.04 GENERAL

A. Contractor must procure and pay for the services of a qualified Training Facilitator to prepare instruction program and training modules, to coordinate Instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Contractor must procure and pay for the services of qualified Instructors to instruct Owner’s personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Training requirements include:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.

1.05 PRE-INSTRUCTION CONFERENCE
A. Training Facilitator must schedule conduct a Pre-instruction Conference at the Project Site with:
   1. Owner’s Commissioning Consultant (Mandatory Attendance Required)
   2. Contractor’s Commissioning Agent (Mandatory Attendance Required)
   3. Owner’s Building Operations Staff (Mandatory Attendance Required)
   4. Contractor’s QC Manager (Mandatory Attendance Required)
   5. Owner’s Project Manager (Mandatory Attendance Required)
   6. Contractor’s Authorized Representative (Mandatory Attendance Required)

B. Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors’ personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

C. Training Facilitator must minutes of the meeting and distribute to all participants.

1.06 COORDINATION

A. Training Facilitator must coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Training Facilitator must coordinate Instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Training Facilitator must coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Owner.

1.07 INSTRUCTION PROGRAM

A. Program Structure: Training Facilitator must develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
   1. Motorized doors, including [overhead coiling doors] [overhead coiling grilles] [and] [automatic entrance doors].
   2. Equipment, including [stage equipment] [projection screens] [loading dock equipment] [waste compactors] [food-service equipment] [residential appliances] [and] [laboratory fume hoods] <Insert type of equipment>.
   3. Fire-protection systems, including [fire alarm] [fire pumps] [and] [fire-extinguishing systems].
   4. Intrusion detection systems.
   5. Conveying systems, including [elevators] [wheelchair lifts] [escalators] [and] [cranes].
   6. Medical equipment, including medical gas equipment and piping.
   7. Laboratory equipment, including laboratory [air] [and] [vacuum] equipment and piping.
   8. Heat generation, including [boilers] [feed water equipment] [pumps] [steam distribution piping] [and] [water distribution piping].
9. Refrigeration systems, including [chillers] [cooling towers] [condensers] [pumps] [and] [distribution piping].

10. HVAC systems, including [air-handling equipment] [air distribution systems] [and] [terminal equipment and devices].

11. HVAC instrumentation and controls.

12. Electrical service and distribution, including [transformers] [switchboards] [panelboards] [uninterruptible power supplies] [and] [motor controls].

13. Packaged engine generators, including transfer switches.

14. Lighting equipment and controls.

15. Communication systems, including [intercommunication] [surveillance] [clocks and programming] [voice and data] [and] [television] equipment.

B. Training Modules: Training Facilitator must develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

C. Documentation: Review the following items in detail:
   1. Emergency manuals.
   2. Operations manuals.
   4. Project Record Documents.
   5. Identification systems.
   6. Warranties and bonds.
   7. Maintenance service agreements and similar continuing commitments.

D. Emergencies: Include the following, as applicable:
   1. Instructions on meaning of warnings, trouble indications, and error messages.
   2. Instructions on stopping.
   3. Shutdown instructions for each type of emergency.
   4. Operating instructions for conditions outside of normal operating limits.
   5. Sequences for electric or electronic systems.
   6. Special operating instructions and procedures.

E. Operations: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Control sequences.
7. Instructions on stopping.
10. Operating procedures for system, subsystem, or equipment failure.
11. Seasonal and weekend operating instructions.
12. Required sequences for electric or electronic systems.
13. Special operating instructions and procedures.

F. Adjustments: Include the following:
1. Alignments.
2. Checking adjustments.
3. Noise and vibration adjustments.
4. Economy and efficiency adjustments.

G. Troubleshooting: Include the following:
1. Diagnostic instructions.
2. Test and inspection procedures.

H. Maintenance: Include the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Procedures for routine cleaning
5. Procedures for preventive maintenance.
7. Instruction on use of special tools.

I. Repairs: Include the following:
1. Diagnosis instructions.
2. Repair instructions.
3. Disassembly; component removal, repair, and replacement; and reassembly instructions.
4. Instructions for identifying parts and components.
5. Review of spare parts needed for operation and maintenance.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.01 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module.
B. Assemble training modules into a combined training manual.
C. Set up instructional equipment at instruction location.

3.02 INSTRUCTION

A. Contractor must provide Training Facilitator and Instructors
B. Owner will furnish personnel to describe:
   1. Basis of system design
   2. Operational requirements, criteria, and regulatory requirements.
   3. Owner's operational philosophy.
C. Owner will furnish Contractor with names and positions of participants
D. Scheduling
   1. Provide instruction at mutually agreed on times.
   2. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   3. Schedule training with Owner at least twenty-one (21) Days in advance of the training.
E. Evaluation
   1. At conclusion of each training module, assess and document each participant's mastery of module by use of [oral] [written] [demonstration] performance-based test.
F. Demonstration and Training Videotape
   1. Record each training module separately.
   2. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   3. At beginning of each training module, record each chart containing learning objective and lesson outline.
G. Cleanup
   1. Collect used and leftover educational materials and [remove from Site] [give to Owner].
   2. Remove instructional equipment.
   3. Restore systems and equipment to condition existing before initial training use.

3.03 SUBMITTALS

A. Instruction Program
   1. At least six (6) weeks prior to scheduled training, submit four (4) copies of an outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module.
   2. Include learning objective and outline for each training module.
B. At completion of training, submit four (4) copies of the complete training manual for Owner's use.
C. Qualification Data

1. Training Facilitator
   a. At least six weeks prior to training, submit four (4) copies of the qualifications of Training Facilitator
   b. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified

2. Instructors
   a. At least six weeks prior to training, submit four (4) copies of the qualifications of all Instructors
   b. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified

3. Cameraman
   a. At least six weeks prior to training, submit four (4) copies of the qualifications of Videotape cameraman
   b. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified.
   c. Include list of Videotape equipment that will be used

D. Attendance Record: For each training module, submit four (4) copies of the list of participants and length of instruction time.

E. Evaluations: For each participant and for each training module, submit four (4) copies of the results and documentation of performance-based test.

F. Demonstration and Training Videotape: At end of each training module submit four (4) copies of the Demonstration and Training Videotape(s).

PART 4 - FORMS (Not Used)

END OF SECTION 01820
JOB ORDER CONTRACT
Bid Documents

County Project No:
JOC-FAF-2020-02

March 2020

County of Santa Clara
Facilities and Fleet Department
2310 N. First Street, 2nd Floor
San Jose, CA 95131
(408) 993-4600

Project Manual
INTRODUCTORY INFORMATION

Project Name: Job Order Contracting (JOC)
Project Number: JOC-FAF-2020-02
Client Agency: Facilities and Fleet
Location: Various County Locations

Owner's Project Manager: Kim Huynh
Kim.Huynh@faf.sccgov.org
408/993-4632

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ARTICLE 1 — JOB ORDER CONTRACT – JOC-FAF-2020-02

ARTICLE 2 — NOTICE IS HEREBY GIVEN that sealed Bids will be accepted by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California, in the office of the Clerk of the Board of Supervisors, 10th Floor, East Wing of the County Government Center, 70 West Hedding Street, San Jose, CA, 95110 no later than 2:00 p.m., on May 14, 2020 for Job Order Contract JOC-FAF-2020-02.

ARTICLE 3 —

3.1 THE WORK

The Work will be located at various County facilities within the geographical boundaries of Santa Clara County, in accordance with Bid Documents on file for the Work in the Office of the Clerk of the Board of Supervisors. The contract will be awarded to the successful lowest bidder. Only one (1) bid per Contractor may be submitted.

3.1.1 The Work will consist of:

.1 The Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform an ongoing variety of individual Projects, consisting of specific construction tasks, at different locations throughout the County. This Contract is for construction work and related services to be performed within a designated area of the County. However, if the need arises, the Owner reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the Owner. The scope of this JOC Contract is for general construction, repair, remodel and other repetitive related work to be performed for the County of Santa Clara Facilities and Fleet Department. The County has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages and are for the direct cost of construction. The Contractor will bid two sets of Adjustment Factors to be applied to the Unit Prices. The first set of Adjustment Factors is for performing work in General Facilities and the second for Detention Facilities. Each set of Adjustment Factors will include Adjustment Factors for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The price of an individual project will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor. These Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. This Contract will be awarded to the lowest, responsive, responsible bidder. The Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

.2 The scope of Work for the Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. The scope of work, for each project will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Job Order Proposal for the Project including a Job Order Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor, as well as drawings, sketches, a list of subcontractors and suppliers, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3.3 CONTRACT TIME

3.3.1 The contract term commences on the effective date of the Job Order Contract Notice to Proceed issued by the County.

3.3.2 The term of the Job Order Contract will be either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued but not necessarily completed within one calendar year of the commencement date of the Contract.

3.3.3 Each Job Order will specify a Job Order Completion Time as stated on the Job Order Notice to Proceed.

3.3.4 All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

3.4 LIQUIDATED DAMAGES

3.4.1 Agreed Amount of Damages: It is understood and agreed by both parties to the Contract that in case all the Work specified or indicated in the Contract Documents is not completed within the specified limits of the Job Order Completion Time, or within such time limits as extended, damages will be sustained by the County in the event of and by reason of such delay. It is, and will be, impractical and extremely difficult to determine the actual damage which the County will sustain by reason of the delay. It is therefore agreed that the Contractor will pay, at a minimum, to the County the sum of money stipulated per day in the Job Order for each day’s delay in completing the work beyond the time prescribed.

3.4.2 Application of Liquidated Damages and the value of liquidated damages will be determined by the County on a Job Order by Job Order basis. Each Request for Proposal will state whether Liquidated Damages will be applied to an individual Job Order. A typical range for Liquidated Damages is, but not limited to, $50-$3,000.

3.4.3 Owner may withhold Liquidated Damages from payments to the Contractor as such damages
accrue, or, at Owner’s discretion, withhold Liquidated Damages from any payments due or that become due pursuant to the Contract, including Retention and final payment (pursuant to California Government Code §53069.85). A credit Supplemental Job Order shall be executed to assess liquidated damages.

3.5 BIDS MUST BE ADDRESSED TO: The Clerk of the Board of Supervisors of the County of Santa Clara, 70 West Hedding St. East Wing, 10th Floor, San Jose CA 95110 and bear the Project name and Project number as they appear on the cover of the Project Manual.

3.6 BIDDER’S SECURITY

3.6.1 Each Bid must be accompanied by cash, a certified or cashier’s check, or a bond in the sum of not less than ten percent (10%) of the Maximum Contract Value.

3.6.2 The check or bond must be made payable to “The County of Santa Clara.”

3.7 BID RESULTS

3.7.1 The Deputy Director will post the results of the Bid following the opening of the Bids and verification of bid amounts at the Department’s offices, via e-mail to all bidders.

3.8 ERRORS OR DISCREPANCIES IN THE BIDS

3.8.1 The Board of Supervisors reserves the right to reject any and all Bids and to waive any errors or discrepancies in the Bids.

ARTICLE 4 — OTHER NOTICES

4.1 CONTRACTOR’S LICENSING REQUIREMENT

4.1.1 Pursuant to Document 00200.3, “Compliance with Contractor’s License Law”, the Contractor must possess a ‘B’ Contractor’s License.

4.1.2 The Contractor must possess the required classification of Contractor’s License at the time the Bid is submitted (per Business and Professions Code §7028.15). If federal funds are involved in this Project, the Contractor must possess the required classification of Contractor’s License at the time of the Contract Award (per Public Contract Code §20103.5).

4.2 FEDERAL AND GRANT REQUIREMENTS

4.2.1 A Job Order funded by federal or grant monies may mandate specific additional requirements such as, DBE participation, Buy America, Drug Free Work Place Policy, Federal Minimum Wage Rates, etc. Contractor must comply with any applicable mandated requirements.

4.3 PREVAILING WAGE REQUIREMENT

4.3.1 Pursuant to Document 00 73 43 (“Labor and Wage Rate Requirements”), all workers employed in the Work is subject to payment of not less than prevailing wages under California Labor Code Section 1770 et seq.

The rates are available on the State of California Department of Industrial Relations website at California Department of Industrial Relations Home Page. http://www.dir.ca.gov/DLSR/PWD/index.htm

4.3.2 The work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors must be registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 in order to submit a Bid. All subcontractors must also be registered with the Department of Industrial Relations. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the
Department of Industrial Relations. Additional information regarding prevailing wage requirements is available on the State of California Department of Industrial Relations Web Site: www.dir.ca.gov.

4.3.3 In submitting a Bid, Contractor represents and warrants that it is registered with the Department of Industrial Relations. Contractor further represents and warrants that it shall maintain its registration with the Department of Industrial Relations throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on the Bid proposal for the Project, is registered with the Department of Industrial Relations at the time the Subcontractor performs Work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence Work, Contractor shall require the Subcontractor to register and may not permit the Subcontractor to commence Work until the Subcontractor’s registration is complete.

4.3.4 The Labor Commissioner’s Office, also called the Division of Labor Standards Enforcement (DLSE), is part of the California Department of Industrial Relations. The Public Works Unit of the Labor Commissioner’s Office actively monitors public works projects and may investigate asserted violations. Any member of the public can report an alleged violation of the State’s labor laws on a public works project to the Labor Commissioner’s website: www.dir.ca.gov/dlse/HowToFilePWComplaint.htm. The Labor Commissioner’s Office in the County of Santa Clara can also provide instruction on how to file a complaint and where a violation should be reported. The Labor Commissioner’s Office in the County of Santa Clara is located at the following address:

Division of Labor Standards Enforcement (DLSE)
100 Paseo de San Antonio, Room 120
San Jose, CA 95113
(408) 277-1266

4.3.5 Contractor must comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code.

4.4 PROJECT LABOR AGREEMENT (PLA)

4.4.1 Any single Job Order that has a construction cost of two million dollars ($2,000,000) or more shall be subject to the provisions of the current County of Santa Clara PLA policy.

4.5 BONDS AND INSURANCE

4.5.1 The successful Bidder must deliver signed Contract Bonds (payment bond and performance bond), and all required insurance documents to the Clerk of the Board of Supervisors for acceptance before Owner will issue a Notice to Proceed with the Contract.

4.5.2 No Contract exists until all Contract Bonds and insurance documents have been accepted by the Owner.

4.6 PRESERVATION OF CULTURAL RESOURCES

4.6.1 If Job Order Work site, as stated in the Detailed Scope of Work is deemed “Archaeologically Sensitive”, the provisions in Document 00700.10.5, “Preservation of Cultural Resources”, will apply.

4.7 COMPUTER, SOFTWARE, AND COMMUNICATION EQUIPMENT REQUIREMENTS

4.7.1 There are specific computer, software and communication equipment requirements in this
4.8 RETENTION FROM PAYMENTS DURING CONTRACT TIME


4.9 AVAILABILITY OF BID DOCUMENTS

4.9.1 Bid Documents will become available on April 13, 2020.

4.9.2 Bid Documents consist of the Construction Task Catalog® and Technical Specifications (only on CD Rom), electronic copy of the Master Project Manual available on the BidSync website.

4.10 MANDATORY PRE-BID CONFERENCE

4.10.1 A MANDATORY Pre-Bid Conference will be held on April 24, 2020– 9:00 AM at the County of Santa Clara FAF Department, Building Operations Division, 1555 Berger Drive, Building #3, San Jose, CA 95112. Failure to attend and sign in will cause forfeiture of bidding rights.

4.10.2 Bidders should become thoroughly familiar with the terms and conditions of the Bid Documents and local conditions affecting the performance and costs of the Work before attending this conference.

4.11 PROJECT MANAGER

4.11.1 The County’s Project Manager for this Project is Kim Huynh at phone number 1-408-993-4532. Kim.Huynh@faf.sccgov.org.

4.12 OWNER’S AUTHORIZED REPRESENTATIVE

4.12.1 The Owner’s Authorized Representative for this Bid, who has authority to Approve Addenda is, the Director of Facilities and Fleet.

4.13 OWNER’S CONSULTANT

The Owner selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution (Gordian JOC SolutionTM) for their JOC program. The Gordian JOC Solution includes Gordian’s proprietary eGordian® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian’s JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.

4.14 BID PERIOD CLARIFICATIONS AND ADDENDA

4.14.1 Contractor must submit all requests for clarification, or interpretation of the Bid Documents in writing at least seven (7) calendar days before the deadline for receipt of Bids.

4.14.2 The Owner’s Authorized Representative may issue written Addenda as appropriate for clarification or other reasons during the bidding period.

4.14.3 Addenda will be mailed or delivered to each person included on the Owner’s plan holders list for the Project.

4.14.4 Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum.

4.14.5 Unless otherwise clarified in an Addendum, resolution of supposed discrepancies, conflicts, omissions or errors in the Bid Documents are governed by Document 00700.1.6, “Conflicts in the Contract Documents.”
4.15 MANUFACTURER CERTIFICATION AND APPROVAL OF CONTRACTOR

4.15.1 For equipment installation and maintenance work, the County reserves the right to require Contractor to submit written approval from the equipment manufacturer affirming that the Contractor is certified and approved for such work. Contractor must submit such certification and approval documentation to the Owner’s Project Manager for approval and acceptance.

4.16 FACILITIES SECURITY AND ACCESS POLICIES

4.16.1 Contractor will adhere to all applicable County secured facility, tool control, and escort policies.

4.16.2 Specific site policies will be supplied on a Job Order basis.

4.17 WORKMANSHIP

All Workers performing trade or craft work shall be Journeyman level or Apprentice level under direct Journeyman Supervision to the specific trade or craft that the Work requires.


Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

___________________________________________________________
Megan Doyle
Clerk of the Board of Supervisors

END OF DOCUMENT 00100
## INSTRUCTIONS TO BIDDERS

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ARTICLE 1 — GENERAL

1.1 Bidder must examine these Instructions To Bidders carefully and respond to all requirements and conditions.

1.2 Bidders must be aware of the requirements of all codes referenced in the Bid Documents.

ARTICLE 2 — COMPETENCE OF BIDDERS

2.1 Bidders must meet all qualification requirements contained in the Bid Documents.

2.2 Bidder(s) may be required to furnish evidence satisfactory to Owner that the Bidder and its proposed Subcontractors have sufficient means and experience in the type of Work required to assure satisfactory completion of all the requirements of the Contract Documents.

ARTICLE 3 — COMPLIANCE WITH CONTRACTOR’S LICENSE LAWS

3.1 Bidder's attention is directed to the provisions of Chapter 9 of Division 3 (§7000 et seq.) of the California Business and Professions Code ("The Contractors' State License Law"), and §3300 of the California Public Contract Code. The Contractor must possess the required classification of Contractor's License at the time the Bid is submitted (per Business and Professions Code §7028.15). If federal funds are involved in this project, the Contractor must possess the required classification of Contractor's License at the time of the Contract Award (per Public Contract Code Section 20103.5).

3.2 If a Bidder does not possess the required Contractor's License at the time a Bid is submitted, in accordance with Business and Professions Code §7028.15, the Bid will be considered non responsive and will be rejected by the Owner. The Owner may require forfeiture of the Bidder's Bond.

3.3 Joint venture Bidders must possess a joint venture license. Each party to a joint venture must be properly licensed for the Work of this Project.

ARTICLE 4 — PRIOR DISQUALIFICATION

4.1 Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.

4.2 The Owner will review the circumstances presented in the Bid Form Certification. The County will determine if acceptance of the Bid is in its best interest.

ARTICLE 5 — EXAMINATION OF BID DOCUMENTS

5.1 The Bidder must carefully examine the Bid Documents.

5.2 The submission of a Bid will be conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered including the availability of labor and materials to be provided, of the character and quality of Work to be performed, and of the requirements of all Bid Documents.

5.3 No information derived from the Contract Documents will relieve Contractor from any risk or from properly fulfilling all the terms of the Contract.

5.4 Failure by Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

5.5 Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor.

ARTICLE 6 — DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

6.1 If any person contemplating submitting a Bid is in doubt as to the intended meaning of any part of the Bid Documents, or finds discrepancies in, or omissions in the Bid Documents, that person must
submit a written request for an interpretation or correction thereof at least seven (7) calendar Days before the deadline for receipt of Bids.

6.2 Inquiries must be addressed to the Project Manager identified in the Notice to Bidders.

6.3 Any request received fewer than seven (7) calendar Days before the said deadline may not be answered. The person submitting the request will be responsible for its prompt delivery.

6.4 Any interpretation or correction of the Bid Documents will be made only by Addendum, which will become part of the Bid Documents, and will be mailed or delivered to each person included on the Owner’s plan holders list for the Project.

6.5 Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum. If no Addenda are issued relating to supposed discrepancy, conflict, omissions or errors in figuring the Work, the supposed discrepancies, conflicts, or omissions are governed by Document 00700.1.6, “Conflicts in the Contract Documents.”

ARTICLE 7 — BIDDER’S SECURITY

7.1 Each Bid must be accompanied by cash, a certified or cashier’s check, or an original Bidders Bond in an amount not less than ten percent (10%) of the Maximum Contract Value indicated in the Notice to Bidders.

7.2 A Bid will be considered non-responsive if not accompanied by proper Bidder’s Security.

7.3 The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond.

7.4 Bonds and checks must be made payable to “The County of Santa Clara”.

7.5 All bonds must be provided on the forms included with the Bid Documents or the Bid will be considered non-responsive.

ARTICLE 8 — BID FORM

8.1 Prospective Bidders are furnished Bid Forms (Document 00410). The Bid Form contains a schedule of items requesting Adjustment Factors.

8.2 The Adjustment Factors multiplied by the Tasks in the Construction Task Catalog must include full compensation for Providing all labor, materials, services, tools, equipment and whatever else is required to perform all Work in accordance with the requirements of the Work.

8.3 All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

8.4 All Bids must be submitted on the forms furnished by the Owner. A Bid not submitted on the forms furnished by the Owner will be considered non-responsive.

8.5 Completing the Bid Form:

.1 Bidder’s name must be the same as listed on Bidder’s California State Contractor’s license.

.2 Bid price(s) must be in the manner required by the Bid Form.

.3 Bid Form must be signed by Bidder or duly authorized representative.

.a If Bidder is an individual, name must be stated.

.b If Bidder is a partnership, name of the partnership must be stated and one or more partners must sign the Bid Form.

.c If Bidder is a corporation, name of the corporation must be stated, the state of incorporation must be listed, the title of the person with authority to sign and bind the
corporation, must be stated, and the corporate seal must be affixed.

Bidder’s business and mailing address must be stated.

8.6 Required Listing of Proposed Subcontractors:

.1 Bidders shall list the name, the location of the place of business, and the California contractor license number and public works contractor registration number of each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (½%) of the prime contractor’s total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (½%) of the prime contractor’s total bid or ten thousand dollars ($10,000), whichever is greater.

.2 Failure(s) to meet listing requirements is cause for Bid to be rejected as non-responsive.

.3 Bidders’ attention is directed to the provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100, related to penalties for use of unauthorized Subcontractors or by making unauthorized substitutions.

ARTICLE 9 - CONTRACTING PRINCIPLES

9.1 Pursuant to the Resolution on Contracting Principles adopted by the Board of Supervisors on October 28, 1997, all Bidders are required to sign and submit with their Bid a completed “Contracting Principles Declaration of Contractor/Bidder” form, which has been included in the Bid forms.

9.2 The successful Bidder must, during the Contract Time.

.1 Comply with all applicable federal, state, and local rules, regulations and laws.

.2 Maintain financial records adequate to verify that the County funds paid pursuant to the Contract were used for purposes consistent with the terms of the Contract.

It is the policy of the Board that all entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, must be fiscally responsible entities and must treat their employees fairly.

To ensure compliance with these contracting principles, all contractors must: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County’s request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

The factors the County considers in determining compliance with its contracting principles include, but are not limited to: wage levels, pay ranges, benefits for all positions and job classifications, medical insurance for employees, annual rate of staff turnover, number of hours of training for each position in subject areas directly related to the contract, number of legal complaints issued by an enforcement agency against the contractor for alleged violations of applicable federal, state or local rules, regulations or laws and the number of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations or laws related to treatment of employees or the contractor’s fiscal condition, and any collective bargaining agreements or personnel policies covering the contractor’s employees.
ARTICLE 10 - SUBMISSION OF BID FORMS

10.1 Bid Forms must be completed in ink, completely filled out, the adjustment factor must be taken to the 4th decimal place (example: 1.XXXX), and submitted on the Bid Form furnished as part of the Bid Documents. Faxed Bids or modifications will not be considered by Owner.

10.2 It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.

10.3 Late Bids will be returned by the Owner to the Bidder unopened.

10.4 Each Bid must be addressed to The Clerk of the Board of Supervisors of the County of Santa Clara, 70 West Hedding St. East Wing, 10th Floor, San Jose CA 95110, and must be delivered to the Clerk of the Board of Supervisors no later than the date and time set for the opening of Bids in the published Notice to Bidders.

10.5 Each Bid must be in its own envelope. Each Bid must be enclosed in a sealed envelope bearing the title of the Project, the name of the Bidder and the date and time of the opening. Failure to do so may result in a premature opening of, or failure to open, such Bid. Bid Forms improperly marked may be disregarded.

ARTICLE 11 - WITHDRAWAL OF BID FORMS

11.1 Any Bid may be withdrawn at any time before the time fixed in the Notice to Bidders for the opening of Bids only by written request of the Bidder or a duly authorized representative.

11.2 Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice to Bidders.

11.3 Whether or not Bids are opened exactly at the time stated in the Notice to Bidders, a Bid will not be accepted after the time stated.

11.4 After the opening of Bids, Bids may only be withdrawn in accordance with the provisions of Public Contract Code §5100-5107.

ARTICLE 12 - PUBLIC OPENING OF BIDS

12.1 Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

ARTICLE 13 - REJECTION OF IRREGULAR BIDS

13.1 The Owner may reject any Bid if there appears to be any alteration of the Bid Form, any addition or condition not called for, or any incompleteness, erasure or irregularity of any kind.

13.2 Bids not completed in ink will be rejected.

13.3 If the Bid amount or other material information is changed by the Bidder, the change must be initialed.

ARTICLE 14 - COMPETITIVE BIDDING

14.1 More than one Bid from an individual, firm, partnership, corporation, or combination thereof, as a principal, under the same or different names will not be considered. Reasonable basis for believing that any individual, firm, partnership, corporation, or combination thereof is a principal in more than one Bid for the Work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof is a principal.

14.2 If there is a reason for believing that collusion exists among the Bidders, any or all Bids may be rejected.

14.3 A person, firm, or corporation submitting a sub-bid to a Bidder, or who quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from
being a principal Bidder for the same Work.

14.4 Bids in which unit prices obviously are unbalanced may be rejected.

14.5 Bidders are put on notice that any collusive agreement fixing the prices to be Bid so as to control or affect Awarding of the Contract is in violation of competitive bidding requirements of the Public Contract Code and may render void any Contract let under such circumstances.

ARTICLE 15 - SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

15.1 Bids must be based upon use of items named in the Bid Documents.

15.2 In certain cases, specific items have been named because of operational or maintenance considerations; approval of proposed equals should not be assumed.

15.3 Pursuant to Public Contract Code §3400, alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed, prior to the issuance of a Job Order, provided the Bidder complies with the following requirements:

.1 The proposal will not be considered unless the submittal is accompanied by complete information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.

.2 Samples must be submitted when requested by the Owner.

.3 Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder submitting the proposal.

.4 Requests for approval must comply with the requirements of Section 01630, “Product Substitution Procedures.”

.5 Owner’s Authorized Representative is the sole judge as to such matters. In the event Owner’s Authorized Representative rejects the use of such Alternative(s) submitted, the Contractor must furnish one of the particular Named Products originally specified in the Documents.

ARTICLE 16 - RETURN OF BIDDER’S SECURITY

16.1 If Owner does not accept the Bid within the period of Days after the Bid opening stated in Document 00410 - Bid Form, Owner will return Bidder’s Security to all Bidders.

16.2 If the Bidder to whom the Contract is Awarded executes and delivers to Owner all the required documents, Owner will return Bidder’s Security to all Bidders in accordance with the Public Contract Code Section 20129.

ARTICLE 17 - RELIEF OF BIDDERS

17.1 Attention is directed to the provisions of California Public Contract Code §5100 through §5107 that set forth the criteria and procedures for relief of Bidders, and for authorizing Contract Award to another Bidder.

ARTICLE 18 - AWARD OF CONTRACT

18.1 The Contract(s), if awarded, will be to that responsible Bidder submitting the lowest responsive Bid, subject to Owner's right to reject any or all Bids and to waive any informality or irregularity in the Bids or in the bidding procedures.

18.2 Subject to California Public Contract Code Sections 5100 through 5107, no Bidder may withdraw its Bid for the period of Days stated in Document 00410, “Bid Form,” after the date set for the opening thereof, and the Bid will be subject to acceptance by Owner throughout this period.

18.3 The time period within which Award of Contract may be made is subject to an extension of such further period as may be agreed upon in writing between the Owner and the apparent lowest responsive responsible Bidder.
18.4 No Contract is formed until all Contract Bonds in the form provided in the Project Manual, Document 00611 (Performance Bond Form) and Document 00612 (Payment Bond Form), and insurance documents have been accepted by Owner; the Contractor submits the signed Contractor’s Worker’s Compensation Certification; and the Agreement is signed by Owner.

ARTICLE 19 - CONTRACT BONDS

19.1 The successful Bidder (hereinafter “Contractor”) must pay all Contract Bond premiums, costs thereof, and incidental thereto.

19.2 Each Contract Bond must be in the form provided in the Project Manual, Document 00611 (Performance Bond Form) and Document 00612 (Payment Bond Form), and signed by both Contractor and the Sureties.

19.3 As a condition to Owner signing the Agreement, the successful Bidder must file with Owner on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a Surety company meeting the requirements of Article 20 herein.

19.4 The successful Bidder shall provide a payment bond for public works in the form provided in the Project Manual, Document 00612 (Payment Bond Form), in an amount of one hundred percent (100%) of the Maximum Contract Value and shall inure to the benefit of persons performing labor or furnishing materials in connection with the Work. This bond must be maintained in full force and effect until all Work is completed and Accepted by Owner, and until all claims for materials and labor have been paid.

19.5 The successful Bidder shall provide a performance bond in the form provided in the Project Manual, Document 00611 (Performance Bond Form), in an amount of one hundred percent (100%) of the Maximum Contract Value and must be so conditioned as to ensure the faithful performance by Contractor of all Work. It shall also include the replacing, or making acceptable, of any defective materials or faulty workmanship during the Guarantee period(s).

19.6 If any Surety or Sureties are deemed unsatisfactory at any time by Owner, Owner will notify Contractor, and Contractor must forthwith substitute a new Surety or Sureties satisfactory to Owner. No further payment from Owner to Contractor will be deemed due or made until the replacement Sureties qualify and are accepted by Owner.

19.7 All changes to the Maximum Contract Value, Contract Time, or Contract Documents may be made without securing the consent of the Surety or Sureties on the Contract Bonds.

19.8 Sureties must be California admitted Sureties. (See Insurance and Bond Requirements set forth in Document 00700.11, “Indemnification and Insurance”)

ARTICLE 20 - INSURANCE

20.1 Contractor will be required to furnish to Owner, concurrently with execution of the Agreement, insurance documents evidencing coverage as required by Document 00700.11, “Indemnification and Insurance.”

20.2 If the Contractor provides incidental architectural or engineering design services, the County’s insurance and indemnification requirements will be required.

ARTICLE 21 - EXECUTION OF CONTRACT AGREEMENT

21.1 The form of Agreement which the successful Bidder, as Contractor, must execute, and the form of Contract Bonds and insurance coverage that it must provide are included in the Bid Documents and must be carefully examined by each Bidder. All Contract Bonds, policies or certificates of insurance, and insurance policy endorsements must be delivered with or before the delivery of the signed Agreement form, and must be acceptable to Owner.

21.2 The Bidder to whom the Contract is Awarded by Owner must, within seven (7) calendar Days after the Notice of Award, sign and deliver the following documents to the Owner’s Project Manager: Kim Huynh, 2310 N. First St., Suite 200, San Jose CA San Jose CA 95131.
1. Two (2) originals of the signed Agreement form furnished by Owner in the Bid Documents. (Document 00500, “Agreement”)

2. One (1) original and two (2) copies of the Performance Bond. (Document 00611, “Performance Bond Form”)

3. One (1) original and two (2) copies of the Payment Bond for Public Works. (Document 00612, “Payment Bond Form”)

4. Policies of insurance, insurance certificates and endorsements as required by the Bid Documents.

5. Workers Comp. Certificate

21.3 Should Contractor begin Work in advance of the start date for the Work, as stated in the Notice to Proceed, the Work will be considered as having been done at Contractor’s risk as a volunteer.

ARTICLE 22 - FAILURE TO EXECUTE CONTRACT AGREEMENT

22.1 Failure of the successful Bidder to execute the Agreement in the form satisfactory to Owner is just cause for the annulment of the Award and the forfeiture of the Bidder's Security.

22.2 Failure of the successful Bidder to sign and return the Agreement within seven (7) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.

22.3 Failure to return required Contract Bonds and insurance documents within seven (7) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.

22.4 If the Bidder to whom the Contract is awarded does not file the documents required by the Bid Documents, files unsatisfactory documents, or refuses to enter into a Contract within the specified time, the Bidder is liable for any difference by which the cost of procuring the Work exceeds the amount of its Bid. The Bidder's Security may be used to offset such difference.

ARTICLE 23 - NO ORAL AGREEMENTS

23.1 No conversation with any officer, employee, agent or Consultant of Owner, either before, during, or after the execution of the Agreement, affects or modifies any terms or obligations contained in the Contract Documents, nor entitle Contractor to any adjustment in the Contract Time or Contract Sum whatsoever.

ARTICLE 24 - BID PROTEST

24.1 Protest Regarding the Legal Sufficiency of Procurement Documents and Process. Any protest (including supporting documentation) relating to the legal sufficiency of the procurement documents or the procurement process must be emailed or hand-delivered or otherwise sent so that it is received by the Owner's Project Manager identified in the procurement documents no later than 5 p.m. of the tenth (10th) calendar day after the release of the solicitation on Bidsync. Any protests not received by the deadline or sent to any person other than the Owner’s Project Manager may be rejected or dismissed by the County at the County's sole discretion. Such protest must be in writing and state the specific legal authority establishing the deficiency in the procurement documents or procurement process. Any bidder who fails to submit a timely protest subject to this provision shall be deemed to have waived any such protest. The County may respond by any appropriate means, including, without limitation, by issuing an addendum, issuing a letter to the protestor, or by canceling the procurement.

24.2 Protest Regarding Award

The Owner’s Project Manager will send an email or otherwise provide an announcement to all bidders informing each of the bid(s) that was/were selected or deemed to be a finalist. A bidder whose bid was not selected or not deemed to be a finalist may file a written protest within five (5) business days of the date of such communication.
Any protest must be in writing. The following must be written on the cover or subject line of the protest: “Protest Relating to [SOLICITATION NUMBER].” The written protest and all supporting documentation must be emailed, hand-delivered or otherwise sent to the Owner’s Project Manager so that it is received no later than 5 p.m. of the fifth business day after the email or announcement notifying bidders of the County’s selection or tentative decision. Any protests not received by the deadline or sent to any person other than the Owner’s Project Manager may be rejected or dismissed by the County at the County’s sole discretion.

1. Contents of Protest. The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly-stated grounds for the protest and supporting information that forms the basis of the Protest (including the specific portions of the Bid Documents and/or Bid and/or applicable law or regulation that were not complied with); (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by the County. All protest documents shall be public records.

2. Grounds for Protest. Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations as follows:

a. The protester believes there was an error made by County officials or evaluation team members such as a failure to award in accordance with specific portions of the Bid Documents and/or in compliance with applicable law or regulation. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.

b. The protester believes there was misconduct or impropriety by County officials or evaluation team members.

c. The protester believes there was abuse of discretion or process by County officials or evaluation team members.

3. Protest Resolution Process. The Director of the issuing department will review a timely protest and shall forward the same, along with his or her recommendation (if any), to an independent review officer (IRO). The Protestor shall be provided the Department’s response to the protest (if any) and an opportunity to respond to it within 5 business days. Thereafter, the IRO shall respond on behalf of the County. The IRO may, consistent with applicable law, use all available resources and information, including soliciting information from, and revealing information to, any entities or sources in its attempt to informally resolve the protest. The IRO may also contact the protester or Agency/Department, or conduct a hearing.

4. IRO Decision. The IRO will issue a written decision to the protester and the Department within 20 business days of receiving a protest. However, the time for decision may be extended by the IRO.

24.3 Protest Remedies. The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation or the cancellation of a solicitation. However, no remedy may require the County to execute a contract with any entity, which authority is solely reserved for the Board of Supervisors or an official with appropriate delegated authority.

END OF DOCUMENT 00200
FROM: Name of Bidder

Name: _________________________________________________________
Mailing Address: __________________________________________________________________________________________
Phone: (     ) ____________________ Fax: (    )  ______________ Email ________________
Address: __________________________________________________________________________________________

TO:   The County of Santa Clara, herein called Owner:

Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the JOC-FAF-2020-02, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work, hereby proposes and agrees to fully perform authorized Work within the time(s) stated and in strict accordance with the Contract Documents and each Job Order, including providing any and all labor and materials, and performing all the work required to construct and to complete said Work in accordance with the requirements of the Contract Documents, for the following Adjustment Factors:

**BID SCHEDULE:**

**General Facilities Normal Working Hours:** Work performed during Normal Working Hours, in General Facilities, in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

**General Facilities Other than Normal Working Hours***: Work performed during Other Than Normal Working Hours, in General Facilities, in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

**Detention Facilities** Normal Working Hours: Work performed during Normal Working Hours, in Detention Facilities, in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

**Detention Facilities Other than Normal Working Hours:** Work performed during Other Than Normal Working Hours, in Detention Facilities, in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

_______________________________

* Bids will be rejected as non-responsive if the ‘Other than Normal Working Hours’ Adjustment Factors are not equal to or greater than the ‘Normal Working Hours’ Adjustment Factors.

** Bids will be rejected as non-responsive if the Detention Facilities Adjustment Factors are not equal to or greater than the General Facilities Adjustment Factors. Detention Facilities Adjustment Factors apply when Work is performed within a secured area of Department of Corrections Main Jail North/South, Elmwood Correctional Facility, and Juvenile Hall. General Facilities Adjustment Factors apply for all other locations.
Award Criteria Figure Formula

Award Criteria Figure Formula percentages are for Bid purposes only. The County is not obligated to issue Job Orders in the stated percentages. Carry out all Lines to the 4th decimal place.

| Line 3. | General Facilities Other than Normal Working Hours Adjustment Factor | 3. |
| Line 5. | Detention Facilities Normal Working Hours Adjustment Factor | 5. |
| Line 7. | Detention Facilities Other than Normal Working Hours Adjustment Factor | 7. |
| Line 8. | Multiply Line 7 by 10% | 8. |
| Line 9. | Add Lines 2, 4, 6, and 8 (This is the Award Criteria Figure) | ACF = |
BIDDING REQUIREMENTS

BID FORM

(Bid Form must be completed in ink & changes must be initialied.)

BASIS FOR AWARD OF CONTRACT

1. The Contracts will be Awarded to the “Responsible Bidder” submitting the lowest responsive Bid (as may be corrected in accordance with paragraph 7 below) and per Article 18 - Award of Contract, in the Instructions to Bidders. “Responsible Bidder” (per Public Contract Code §1103) is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

2. Owner reserves the right to reject this Bid.

3. This Bid must remain open and not be withdrawn for a period of ninety (90) calendar Days from the date prescribed for its opening.

4. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within ninety (90) calendar Days after the date set for the opening of this Bid, or at any time thereafter before withdrawn, the undersigned Bidder must execute and deliver the Agreement to Owner in accordance with this Bid as accepted, and must furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works, Certification of Worker’s Compensation, and Proof of Insurance Coverage as required in the Bid Documents, all within seven (7) calendar Days after the date of Notice of Award furnished by the Clerk of the Board of Supervisors.

5. Contract Bonds and Insurance must be satisfactory to, and on forms acceptable to Owner.

6. Notice of acceptance of Bonds and Insurance or a request for additional information may be addressed to the Bidder at the address shown on Page 1 of Document 00410, “Bid Form.”

7. Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If a discrepancy exists between the Adjustment Factors and the Award Criteria Figure (summation of weighted Adjustment Factors) the Adjustment Factors will prevail. The Owner will correct and revise the total Award Criteria Figure accordingly.

8. Bidder certifies that it has thoroughly read and understands the Bid Documents and Addenda. Bidder hereby incorporates by reference the Bid Documents and Addenda as though set out in full, and all provisions of the Notice to Bidders published by Owner pertaining to the Work described in this Bid.

Signature                                                                                                                                       Date

00410-3
BIDDER’S SECURITY & ADDENDA

1. Accompanying this Bid proposal is _____________ (insert words "cash," "cashier's check," "certified check," or "Bidder's Bond" as the case may be) in an amount equal to $500,000.00, which is ten percent (10%) of the Maximum Contract Value, $5,000,000.00.

2. Bidder acknowledges receipt of the following Addenda to the Bid Documents:

   ( ) NO Addenda received

   ( ) Addenda received as follows:

<table>
<thead>
<tr>
<th>Addendum Number</th>
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   Failure to acknowledge on the Bid Form receipt of an Addendum is not in itself cause for withdrawal or rejection of Bid.

   ____________________________________________________________________________

   Signature                                                                                     Date
BIDDER’S CERTIFICATIONS

1. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE AS FOLLOWS:
________________________________________________________________________________________________________________________________________________

NOTE: If Bidder or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, provide first and last names in full below:

________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________________________________

2. LICENSED IN ACCORDANCE WITH CHAPTER 9, DIVISION 3, OF BUSINESS AND PROFESSIONS CODE PROVIDING FOR THE REGISTRATION OF CONTRACTORS:

Contractor’s License No.: _______ Class: _______ Expiration Date: ________________

NOTE: Bidder(s) bidding jointly or as a combination of several business organizations are cautioned that such Bidder must be jointly licensed in the same form and style in which the Bid is executed. If making a Bid as a joint venture, each person submitting the Bid must provide the information required above with respect to his or her license.

3. PUBLIC WORKS CONTRACTOR (PWC) REGISTRATIONS PURSUANT TO DIVISION 2, PART 7, CHAPTER 1 (COMMENCING WITH SECTION 1720 OF THE CALIFORNIA LABOR CODE.)

Public Works Contractor's Registration No.: _______________ Expiration Date: ________________

NOTE: If Bidder is a corporation, the legal name of the corporation must be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the name of the firm must be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, the Bidder must sign below.

Business Address:________________________________________________________

Street

City State Zip Code

Business Telephone: (       ) ______________________________________

__________________________________________________________________________

Signature                                                                                                                         Date
3. DESIGNATION OF INSURANCE COMPANY(IES) & AGENT OR BROKER

The following insurance company(ies) and agent or broker will provide policies of insurance or insurance certificates as required by the Contract Documents:

Insurance Company(ies) _____________________________________________________________
_________________________________________________________________________________

Admitted in California: YES _____ NO _____

Agent or Broker: _______________________________________________________________________
_________________________________________________________________________________

Street       City    Zip

Phone:(      ) __________________

4. DESIGNATION OF BONDING COMPANY & AGENT OR BROKER

The following Surety company and agent or broker will provide Payment and Performance Bonds as required by the Contract Documents:

Surety Company Providing Bonds: _____________________________________________________

Admitted in California: YES _____ NO_____  

Agent or Broker: _________________________________________________________________
________________________________________________________________________________

Street       City    Zip

Phone:(      ) __________________
5. NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106. ____________________________________________
being first duly sworn, deposes and says that he or she is ____________________________
(Bidder’s full name)
(bidder’s title)
of _______________________________________________________________________,
(Company’s name)

the party making the foregoing Bid. The Bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation. The Bid is
genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited
any other bidder to put in a false or sham Bid. The bidder has not directly or indirectly colluded,
conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain
from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder,
or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All
statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data
relative thereto, to any corporation, partnership, company, association, organization, bid
depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not
paid, and will not pay, any person or entity for such purpose.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true
and correct and that this declaration is executed on ____________________________[date], at
___________________________________________[city], _________________________[state].

______________________________
Signature

Date

6. STATEMENT OF BIDDER

Has the Bidder, or any officer of the Bidder or any employee of the Bidder who may have a proprietary
interest in the Bid, ever been disqualified, removed, or otherwise prevented from bidding on or
completing any federal, state, or local governmental project because of a violation of law or safety
regulations:

YES ___  NO ___

If your answer is yes, explain the circumstances:

7. TRENCH AND EXCAVATION WORKER PROTECTION (TRENCH SAFETY)

Bidder hereby affirms that Bidder understands and will comply with the applicable provisions of the
California Occupational Safety and Health Act of 1973, the California State Labor Code Sections
6705 and 6707. If trench/excavation work is required in a Job Order, the Contractor must identify

______________________________
Signature

Date
BIDDER’S CERTIFICATIONS (CONT’D)

8. CONTRACTING PRINCIPLES DECLARATION OF CONTRACTOR/BIDDER

The Contract that may be Awarded will be a Type I Service Contract pursuant to the Board of Supervisor’s Resolution on Contracting Principles adopted on October 28, 1997.

Type I Category: “II. Definitions C.2. Construction or other work required by law to be contracted out.”

Explanation: The work required by these Contract Documents is construction work and pursuant to Public Contract Code §20121 must be contracted out.

The Board resolution on Contracting Principals has two (2) specific requirements related to Type I Service contracts:

1) All Type 1 contracts must contain a contract provision specifying that the contractor shall comply with all applicable federal, state and local rules, regulations and laws. (See 00700.31, “Compliance With Laws and Regulations”)

2) All Type 1 contracts must contain a contract provision specifying that the contractor shall maintain financial records that would be adequate to show that County funds were used for purposes consistent with the terms of the service contract. (See 00700.31, “Compliance With Laws and Regulations”)

I am authorized to complete this form on behalf of:

_______________________________________________
Name of Contractor

I have reviewed and understand the requirements of Document 00700.31, “Compliance With Laws and Regulations.”

_______________________________________________
Signature

________________________
Date
STOP NOTICE INFORMATION

PROJECT NAME: ___________________________________________ NO.: ___________

COUNTY PROJECT MANAGER: __________________________________________

COUNTY DEPARTMENT: _________________________________________________

CONTRACTOR’S NAME: ________________________________________________

CONTRACTOR’S ADDRESS: ______________________________________________

Reference: California Civil Code, Division 4, Part 6, Title 3

The following is furnished for the information of contractors, Subcontractors and suppliers of labor, materials, equipment, and services under County Public Works contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary-20-day notices (if required by California Civil Code §9300) must be filed with the County of Santa Clara, Clerk of the Board of Supervisors, located at 70 West Hedding Street, 10th Floor, East Wing, San Jose, CA 95110.

STOP NOTICE CONTENTS: See California Civil Code §8100 and following and §9352. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or services provided or agreed to be provided by the claimant; the name of the person/entity to or for whom the same was done or provided; the amount in value of that already done or provided and an estimate of the total amount to be provided. Blank Stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code §9100. All persons who have not been paid in full and who have provided work for a public works contract for a work of improvement, if the work is authorized by a direct contractor, subcontractor, architect, project manager, or other person having charge of all or part of the public works contract; laborers; and persons described in Section 4107.7 of the Public Contract Code.

HOW THE STOP NOTICE IS SERVED: See California Code §8100 and following and §9354. Served by personal service, registered mail, or certified mail.

TIME FOR SERVICE: See California Civil Code §9356. Stop notices must be served before the expiration of: 30 days after recording of a Notice of Completion (sometimes called a Notice of Acceptance) or Notice of Cessation, if such notice is recorded. If no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation.

NOTICE OF COMPLETION: See California Civil Code §9362. Provided that a stop notice claimant has paid to the Clerk of the Board of Supervisors the sum of $10.00 at the time of filing a stop notice, the Clerk shall provide that claimant with notice of the filing of a Notice of Completion or Cessation, or completion by acceptance or cessation, by personal service, or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code §8120 and following, §9400 and following, and §9364. A stop notice can be released if the original contractor files a corporate surety bond with the Clerk of the Board of Supervisors, in the amount of one hundred twenty-five (125%) of the stop notice claim.
Alternatively, the original contractor may file an affidavit pursuant to California Civil Code §9400-02, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to §9406 and a summary legal proceeding may be held pursuant to §9408 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code §8132-38.

**STOP NOTICE LAWSUIT**: See California Civil Code §9500-10. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and **no later than 90 days after the expiration of the time for filing stop notices**. Notice of suit must be given to the Clerk of the Board of Supervisors within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within 2 years.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS PAGE IN ALL SUBCONTRACTS AND CONTRACTS FOR LABOR, MATERIALS, EQUIPMENT AND SERVICES THAT I ENTER INTO FOR THIS PROJECT:

---

**SIGNATURE BLOCK** *(Signature Block must be completed in ink & changes must be initialed.)*

Bidder's Signature:_________________________________________ Date:___________

Bidder's Name & Title (Print):________________________________________________

---

**ATTENTION!!**

**SIGNATURE(S) REQUIRED ON ALL BID FORM SIGNATURE BLOCKS AT TIME OF SUBMITTAL OF BID**

ANY UNSIGNED BID FORM SIGNATURE BLOCK MAY BE CAUSE FOR REJECTION OF BID

END DOCUMENT 00410
BIDDER'S BOND for JOC-FAF-2020-02

WHEREAS, we, _________________________________ as Principal,
and _________________________________ as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called "County") in the penal sum of $450,000, which is ten percent (10%) of the Maximum Contract Value, $4,500,000 of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by this agreement.

WHEREAS, the said Principal is submitting a Bid to the County of Santa Clara for certain construction specifically described as follows,

Job Order Contracting JOC-FAF-2020-02

for which Bids are to be opened on _________________________________, 20___.

THE CONDITION OF THIS OBLIGATION IS that if the Bid submitted by the said Principal is accepted and the Contract awarded to said Principal within the time periods required in Bid, and if the Principal duly executes the required Agreement, provides the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents, in the form and time periods required by the Bid, then this obligation shall be void, otherwise to remain in full force and effect.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract on the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications. In the event suit is brought upon this Bond by the County of Santa Clara and County prevails before an adjudicatory body, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney's fee to be fixed by the adjudicating body.
BIDDER'S BOND (CONT'D)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____________ day of __________________________________, 20______.

PRINCIPAL:                     SURETY:

Signature                       Signature

Name                           Name

Title                          Title

Address                       Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA    )
COUNTY OF SANTA CLARA   ) ss.
                        )

On ____________________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ________________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California.

Original, Acknowledgement by Attorney-in-Fact must be attached.
Original, Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00430
AGREEMENT

This is an agreement ("Agreement") between the County of Santa Clara, ("Owner") and ______________ (“Contractor”).

Owner and Contractor agree as follows:

ARTICLE 1 – SCOPE OF WORK

Contractor must provide all of the materials and perform all of the Work authorized in Job Orders in accordance with the Contract Documents for Project [JOC NUMBER].

ARTICLE 2 - CONTRACT SUM:

As full compensation for furnishing all materials and performing all the Work that may be authorized in Job Orders pursuant to this Agreement until its Acceptance by Owner; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension of discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner will compensate the Contractor for the Detailed Scope of Work called for in each Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog® in accordance with the Contractor’s Adjustment Factors stated on the Bid Schedule, which are as follows:

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<tr>
<th>General Facilities</th>
<th>Normal Working Hours Adjustment Factor</th>
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<td></td>
<td>6:00 am to 6:00 pm Monday to Friday, except Owner Holidays</td>
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<tr>
<td></td>
<td>Other than Normal Working Hours Adjustment Factor</td>
</tr>
<tr>
<td></td>
<td>Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays</td>
</tr>
<tr>
<td>Detention Facilities</td>
<td>Normal Working Hours Adjustment Factor</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays</td>
</tr>
</tbody>
</table>

The Minimum Contract Value is $50,000. The Contractor has the opportunity to receive Job Orders totaling at least $50,000 during the Contract term. The Maximum Contract Value is $4,500,000.00. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion. The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. Owner does not guarantee a minimum amount of work will be ordered under this Contract. Owner is not legally authorized to pay for any work that results in an amount in excess of the Maximum Contract Value, and any work performed by Contractor that is in excess of the Maximum Contract Value is at the risk of the Contractor.
Value is done at Contractor’s own expense and Contractor shall not be compensated for the amount in excess of the Maximum Contract Value. At the discretion of the Owner/County and if deemed to be in public interest, the Maximum Contract Value may be increased by up to the sum authorized by Public Contract Code Section 20128.5.

Contractor shall maintain current and accurate accounting records, using Generally Accepted Accounting Principles, of all Job Orders pending and completed under this Contract. Contractor shall notify Owner in writing and in accordance with the notice provisions of this Contract when Job Orders cumulatively total seventy-five percent (75%) of the Maximum Contract Value. Failure to provide such notice will constitute a material breach of this Contract, and Owner may terminate this Contract immediately. If Contractor fails to provide notice as required under this provision, Owner shall withhold, as a penalty for failure to comply with this provision, $25,000 from funds otherwise payable to the Contractor for every thirty (30) days or portion thereof on a pro rata basis that elapses after the seventy-five percent (75%) of the Maximum Contract Value threshold is reached without notice from the Contractor, until such notice is provided and effective. Contractor shall be liable to Owner for such amounts, and Owner may pursue any remedies it deems necessary, including legal action, to collect such amounts.

Contractor shall ensure that at no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion. Failure to ensure that the sum of outstanding Job Orders do not exceed the amount of the Payment Bond and Performance Bond is a material breach of this Contract and Owner may terminate this Contract immediately and with no liability for work done in violation of this provision.

ARTICLE 3 - CONTRACT DOCUMENTS:
All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are incorporated herein by reference as though set forth in full.

Formation of a Contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of the required Contract Bonds, Contractor’s certification regarding Worker’s Compensation, and insurance coverages and documents; (3) execution of this Agreement by Owner. No Contract is formed until these three elements have been accomplished to the satisfaction of the Owner.

ARTICLE 4 – WORKER’S COMPENSATION:
By my signature hereunder, as Contractor, I certify that I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker’s 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.

ARTICLE 5 – CONTRACT TIME:
Following acceptance of Contract Bonds, Contractor’s certification regarding Worker’s Compensation (Document 00621, “Contractor’s Certification Regarding Worker’s Compensation”), insurance coverages and documents, and execution of this Agreement by both parties, Owner’s Authorized Representative will provide an executed copy of this Job Order Contract.

The term of this Job Order Contract commences on the effective date of the executed contract issued by the County of Santa Clara.

The term of this Job Order Contract is either for one year or when issued Job Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Job Orders must be issued, but not necessarily completed within one calendar year of the commencement date of the Contract.
A separate Job Order Notice to Proceed will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed. The Work must be fully completed within the Contract Time(s) set forth in the Job Order.

ARTICLE 6 - CONTRACTOR’S LICENSE:

Contractors are required by law to be licensed and regulated by the Contractor’s State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractor’s State License Board at 1020 "N" Street, Sacramento, CA 95814.

ARTICLE 7 – COUNTY’S MANDATORY POLICY PROVISIONS:

7.01 Food and Beverage Standards

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. “Healthier food options” include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County’s nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

7.02 No Smoking

Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

7.03 Compliance With All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention
(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Section 9.03, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

(5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy
and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

(i) Suspend or terminate any or all parts of this Agreement.
(ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
(iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

7.04 Living Wage

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 (“Division B36”) and Board Policy section 5.5.5.5 (“Living Wage Policy”), and their subcontractors, where the contract value is $100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy.
Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

i. Suspend, modify, or terminate the Direct Services Contract.
ii. Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
iii. Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

ARTICLE 8 – CONTRACTOR’S/OWNER’S REPRESENTATIVES:

The Owner’s Authorized Representative during construction of this Project is the Project Manager listed on the Project Title Page, or designee, who has authority to approve change orders, payment requests, and other documents.

Notice to the Owner’s Authorized Representative under the Contract Documents shall be sent to:

County of Santa Clara – Facilities and Fleet
Attn.: [NAME], Contract Administrator
2310 N. First Street, Suite 200
San Jose, CA  95131

Tel. 408-[PHONE] / Fax 408-993-4777
Email: [EMAIL]

Notice to Contractor shall be send to Contractor’s Authorized Representative to:

[CONTRACTOR NAME]
Attn.: [CONTRACTOR REPRESENTATIVE NAME]
[ADDRESS]

Tel. [PHONE NUMBER] / Fax [FAX NUMBER]
Email: [EMAIL]

ARTICLE 11–COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES:

This Agreement and any amendments hereto may each be executed in counterparts, and all of such
counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the parties have fully executed the Agreement or amendment. Unless otherwise prohibited by law or County policy, and provided all parties have first executed the Agreement or amendment, the parties agree and intend that an electronic copy of the signed Agreement or amendment has the same force and legal effect as if the Agreement or amendment had been executed with an original ink signature. The term "electronic copy of the signed Agreement or amendment" refers to a transmission of a copy of an original ink-signed Agreement or amendment by facsimile, electronic mail (email), or other electronic or digital means in a portable document format. The term "electronically signed Agreement or amendment" means an Agreement or amendment that is fully executed by all parties each applying an electronic signature. An “electronic signature” means an electronic or digital sound, symbol, or process attached to or logically associated with an electronic or digital record (e.g., DocuSign) and executed or adopted by a person with the intent to sign the electronic record. The parties each represent, warrant and agree that the signatures, whether an ink-signed original or electronically signed Agreement or amendment, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement when so executed by all the parties. The parties further agree if a party has evidenced its signature by forwarding an electronic copy of a signed Agreement or amendment, it will confirm that signature by forwarding to the other party within ten (10) days an ink-signed original of the Agreement or amendment but the failure to so forward an ink-signed original will not affect in any way the validity or enforceability of the Agreement or amendment.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date signed by the Board of Supervisors.

COUNTY OF SANTA CLARA:

____________________________________
Cindy Chavez
President, Board of Supervisors

Date: ________________

ATTEST:
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

____________________________________
Megan Doyle
Clerk of the Board of Supervisors

Date: ________________

APPROVED AS TO FORM AND LEGALITY:

____________________________________
John A. Castro
Deputy County Counsel

END OF DOCUMENT 00500
ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

THE COUNTY OF SANTA CLARA whose address is 70 W. Hedding St., San Jose, CA 95110
hereinafter called “Owner”, and

____________________________________ whose address is __________________________ hereinafter called
“Contractor”, and

____________________________________ whose address is __________________________ hereinafter called
“Escrow Agent”.

For the consideration hereinafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to §22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction contract entered into between the Owner and Contractor for ___________________________________in the amount of $____________________ dated _______________ (hereinafter referred to as the “Contract”). Alternatively, on written request of the contractor, the Owner shall make payment of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of ______________________________________ and shall be designated the Contractor as the beneficial Owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner, Contractor, and Escrow Agent shall determine these expenses and payment terms.

5. The interest earned on the securities or money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of all fees and charges.
ESCROW AGREEMENT (CONT'D)

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) through (8), inclusive, of this Escrow Agreement, and the Owner and the Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of Owner, Contractor and Escrow Agent in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Signature

Name

Title

Address

On behalf of Contractor:

Signature

Name

Title

Address

On behalf of Escrow Agent:

Signature

Name

Title

Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on

__________________________________________

OWNER: CONSTRUCTOR:

Signature

Signature

Name

Name

Title

Title

Address

Address

END OF DOCUMENT 00550
WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and ___________________________________________________________________________________ hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to perform work under:

Job Order Contracting JOC-FAF-2020-02

pursuant to the said Agreement dated ______________________, 20____, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, forming the contract for the job orders described therein ("Contract"), are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Contract and applicable California State law, to furnish a Bond for the faithful Performance of said Contract.

NOW, THEREFORE, we, the Principal and ________________________________________________ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: Five Million Dollars ($5,000,000.), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, referred to hereinafter as the Penal Sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns, shall promptly and faithfully perform the covenants, conditions, and agreements in the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any and all alterations of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and hold harmless Owner, its officers, agents, and employees, as stipulated in the Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, addition or deletion to the Contract, or to the work to be performed thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Principal, or work or actions to protect the work or property, shall in any way release or exonerate Surety on this Bond or in any way affect the obligations of this Bond, and the Surety hereby waives notice of any such change, extension of time, change, alteration, modification, addition or deletion, work, or actions.

Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than forty-five (45) days from receipt of such notice or thirty days (30) days following the effective date of a termination of Principal's right to proceed with the work, elect and commence performance of one of the following options:

A. Undertake performance and completion of the Contract, through its agents or independent contractors (but having qualifications and experience meeting Contract requirements in the reasonable judgment of the Owner), to perform and complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession.
of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract sum remaining on the date of effectiveness of such termination, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.

Surety’s total obligations hereunder shall not exceed the amount set forth above as the Penal Sum. The term “balance of the contract sum,” as used in the above paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others.

Surety may not use Contractor to complete the Contract absent Owner’s Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project pending Surety’s election described above.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

Surety shall join in any proceedings brought under the Contract upon Owner’s demand, and shall be bound by any judgment. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below. Notices and elections may be sent by overnight mail, confirmed by email, in addition to methods required by Contract.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney’s fee to be fixed by the adjudicatory body in accordance with applicable law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.
IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the __________ day of ________________________________, 20____.

PRINCIPAL: SURETY:

__________________________________  ______________________________________
Signature                  Signature

__________________________________  ______________________________________
Name                      Name

__________________________________  ______________________________________
Title                     Title

__________________________________  ______________________________________
Address                  Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA  )
COUNTY OF SANTA CLARA  ) ss.

On _________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Original Acknowledgement by Attorney-in-Fact must be attached.
Original Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00611
PAYMENT BOND FOR PUBLIC WORKS

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services and equipment necessary, convenient and proper to complete work under:

Job Order Contracting JOC-FAF-2020-02

pursuant to the said Agreement dated ______________________, 20____, and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required by Title 1, Chapter 4 (commencing at §8152) and Title 3, Chapter 5 (commencing at §9550), of Part 6 of Division 4, of the California Civil Code to furnish a Bond in connection with said Agreement.

NOW THEREFORE, we, the Principal and _________________________________________________ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of: Five Million Dollars ($5,000,000), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, its subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in §9100 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the total sum herein above specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall the Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in §9100 of the California Civil Code and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.
PAYMENT BOND FOR PUBLIC WORKS (CONT'D)

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have by reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the __________ day of ___________________, 20__.

PRINCIPAL:

Signature
Name
Title
Address

SURETY:

Signature
Name
Title
Address

NOTE TO SURETY COMPANY:
The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA )
COUNTY OF SANTA CLARA ) ss.

On ______________________, before me, the undersigned, a Notary Public in and for the State, personally appeared ____________________________, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

END OF DOCUMENT 00612
Contract with the County of Santa Clara for the
construction of: PROJECT TITLE: JOC-FAF-2020-02

PROJECT NO.: _________________________

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Dated: ____________________________ , 20___

(Contractor)

By__________________________________

__________________________________

(Official Title)

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

END OF DOCUMENT 00621
Mail completed certification to:
Santa Clara County
Attn: Susan Martin
Department: County of Santa Clara
Address: Susan Martin
2310 N. First St. Suite 200
San Jose, CA 95131

Contract No.: Description:

This certification is issued as a matter of information only and confers no right upon the policy holder, and does not amend, extend or alter the coverage afforded by the policies. To certify that the policies of insurance listed below have been issued to the insured named below for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be insured or may pertain the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

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**COMPANIES AFFORDING COVERAGE**

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**AUTHORIZED REPRESENTATIVE**
SANTA CLARA COUNTY SPECIAL ENDORSEMENT

Unless specifically excluded, the following endorsements are issued to, and form a part of, the policy number(s) shown below, and are effective on the date indicated at 12:01 a.m. Standard Time as stated in the policy.

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the Work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

e. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy provides X, C and U Hazards coverage.

Name of Insured ____________________________ Effective Date of Endorsement ____________
Insuring Company ____________________________ Policy Number ________________

Insuring Company ____________________________ Policy Number ________________

Signature of Authorized Representative:_________________________________ Date:____________

Send completed certificate to attention JOC Project Manager to 2310 N. First St., Suite 200 San Jose, CA 95131.

END OF DOCUMENT 00622
GENERAL CONDITIONS

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1.1 ABBREVIATIONS: References in the General Conditions are sometimes referred to only by corresponding abbreviation. Not all abbreviations are listed and not all listed abbreviations are used. Unless otherwise specifically defined in the General Conditions, when the following abbreviations are used, the intent and meaning will be interpreted as follows:

1.1.1 A/E – Design Professional
1.1.2 CM – Construction Project Manager
1.1.3 DFOW - Definable Feature of Work
1.1.4 FAF – The Facilities and Fleet Department of the County of Santa Clara
1.1.5 LDs – Liquidated Damages
1.1.6 NTP – Notice To Proceed
1.1.7 OAR – Owner’s Authorized Representative
1.1.8 PE – Design Professional
1.1.9 QC – Quality Control
1.1.10 RFI – Request For Information
1.1.11 SOV – Schedule Of Values

1.2 DEFINITIONS: Wherever in the Bidding Requirements, Contracting Requirements (except Document 00850, "Indemnification and Insurance Requirements"), or General Requirements the following terms, or pronouns in place of them are used, the intent and meaning will be interpreted as follows:

1.2.1 Acceptance - The formal acceptance by the County of the Completion of the entire Work of the Job Order, which to Owner’s knowledge has been performed in accordance with the requirements of the Contract Documents and all Approved modifications thereof.

1.2.2 Addendum - A written change to the Bid Documents issued before the time fixed for the opening of Bids.

1.2.3 Additional Detailed Instructions - Detailed written and/or graphic instructions issued by the Owner to the Contractor to explain the Work more fully. Such instructions become part of the requirements of the Contract Documents without changing the requirements of the Contract Documents.

1.2.4 Agreement - The written and signed document known as Document 00500, “Agreement.” (Sometimes also referred to as Contract Agreement or Contract.)

1.2.5 Alternative - Refer to Approved Equal and Substitution

1.2.6 Approved, Directed, Ordered, or Required - Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that written approval, acceptance, or direction by the Owner’s Authorized Representative or Owner’s Project Manager is required.

1.2.7 Approved Equal - Material, equipment, or method accepted by the Owner’s Authorized Representative for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, or method specified in the Contract Documents.

1.2.8 Architect of Record – See Design Professional of Record

1.2.9 Award Date - Date of action taken by the Board of Supervisors accepting Contractor’s Bid and authorizing its Chairperson to execute the Agreement. (Sometimes also referred to as Award.)

1.2.10 Bid Alternate – Additive and/or deductive Bid items identified as such on the Bid Form.
1.2.11 **Bid** - The offer of a Bidder to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.

1.2.12 **Bidder** - Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work contemplated, acting directly or through a duly authorized representative.

1.2.13 **Bid Documents** - The documents approved by the Board of Supervisors to advertise for construction of the Project, including but not limited to the Introductory Information, Bidding Requirements, Notice to Bidders (Document 00100), Bid Form (Document 00410), Agreement Form (Document 00500), Bidder’s Bond Form (Document 00430), the Performance Bond Form (Document 00611), the Payment Bond Form for Public Works (Document 00612), and the Sample Escrow Agreement for Security Deposits in Lieu of Retention (Document 00550), plus the Project Manual, General Requirements, General Conditions, Construction Task Catalog, Task Specifications, Specification Division 1 (General Requirements), and any Addenda or written modification to any of the foregoing. The Bid Documents do not include documents listed, included, or referenced “For Information Only” including but not limited to geotechnical reports, asbestos surveys, and other pre-design reports.

1.2.14 **Bid Form** - The approved form upon which Owner requires a formal Bid be prepared and submitted for the Work.

1.2.15 **Bidder’s Security** - The cash, cashier’s check, certified check, or Bidder’s bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with Owner for the performance of the Work of the Contract is Awarded to the Bidder.

1.2.16 **Board of Supervisors** - The Board of Supervisors of the County of Santa Clara.

1.2.17 **Reserved**

1.2.18 **Reserved**

1.2.19 **Claim** - A separate unresolved Dispute by the Contractor for: (A) a Contract Time extension, (B) payment of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Owner.

1.2.20 **Complete Submittal** – A group of individual Submittals, each meeting the requirements of the Contract Documents, encompassing all the Work included in a Definable Feature of Work (DFOW), and submitted to the Owner as a single Submittal package.

1.2.21 **Completion** - Acceptance of the Work by Owner.

1.2.22 **Construction Project Manager (CM)** - A consultant firm or such other individual or entity as Owner may designate to Contractor in writing, retained by Owner to perform project management services.

1.2.23 **Consultants** - Architects, Engineers, Construction Project Managers and other professionals engaged to provide the Owner with professional services for the Project.

1.2.24 **Contract** - The written Agreement on the Owner’s form encompassing the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. Synonymous with “Agreement”, and “Contract Agreement”.

1.2.25 **Contract Bonds** - The Performance Bond and the Payment Bond for Public Works.

1.2.26 **Contract Documents** - The Bid Documents, Request for Job Order Proposals, Job Orders, all Additional Detailed Instructions, Field Modifications, and Approved Supplemental Job Orders.
1.2.27 **Contractor** - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, that entered into the Contract with Owner. (Sometimes also referred to as “Prime Contractor” or “Original Contractor”)

1.2.28 **Contractor’s Authorized Representative** – The Contractor’s authorized representative who has the authority to represent and act for Contractor.

1.2.29 **Contractor’s Labor Force** – A person or persons employed with and directly compensated by the Contractor as evidenced by certified payroll, worker’s compensation, insurance, and other indicia of employment.

1.2.30 **Reserved**

1.2.31 **Cost Breakdown** - A document submitted by the Contractor to the Owner reflecting the portions of the Job Order Price allotted for the various parts of the Work. (Sometimes also referred to as “Schedule of Values”)

1.2.32 **County** – The County of Santa Clara, a political subdivision of the State of California.

1.2.33 **Critical Path** – All references in the Contract Documents to the Critical Path mean the longest path of dependent activities within the current updated version of the Official Progress Schedule that determine when the Work of the Project will be complete.

1.2.34 **Date of Acceptance** - The date of Acceptance by the Board of Supervisors of Contract Completion.

1.2.35 **Day(s)** - Calendar days unless otherwise designated.

1.2.36 **Deficiency List** - A written list of deficiencies in the completed Work. Also sometimes referred to as “Punch List.”

1.2.37 **Definable Feature of Work (DFOW)** - A Work task that is separate and distinct from other Work tasks and has common control requirements and work crews.

1.2.38 **Design Professional** - The term “Design Professional” means a person licensed in California; as an architect pursuant to Chapter 3 (commencing with §5500) of Division 3 of the Business and Professions Code, registered as a professional engineer pursuant to Chapter 7 (commencing with §6700) of Division 3 of the Business and Professions Code, or licensed as a land surveyor pursuant to Chapter 15 (commencing with §8700) of Division 3 of the Business and Professions Code (Also sometimes referred to as “Architect/Engineer”, “A/E”, “Professional Engineer”, “PE”, “Design Consultant”, and/or “Consultant”.)

1.2.39 **Design Professional of Record** – The term “Design Professional of Record” means the Design Professional in responsible charge of the design services or portions of the design services in connection with the Project.

1.2.40 **Direct Labor** – Labor required to complete the Work and performed onsite as evidenced by certified payroll or other relevant documentation.

1.2.41 **Director** - The term “Director” means the Director of the County’s FAF Department.

1.2.42 **Dispute** - A written disagreement submitted by the Contractor seeking adjustment of Contract terms, payment of money, extension of Contract Time or other relief with respect to the terms of the Contract. A Dispute is not a Claim.

1.2.43 **Drawings** - The graphic and pictorial portions of the Contract Documents, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with “Drawings”, “Contract Drawings”, and “Plans”.

00700-7
1.2.44 **Emergency** – A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

1.2.45 **Fabricated** - Specifically assembled or made out of selected materials to meet Project specific design requirements.

1.2.46 **Field Modification** - A written instruction, clarification or additional information issued by the Owner’s Project Manager to Contractor that does not change the Job Order Completion Time or Job Order Price but becomes part of the requirements of the Contract Documents.

1.2.47 **Final Inspection** – The inspection performed by the Owner and its Consultants after the Contractor has certified that the entire Work of the Project is complete.

1.2.48 **Force Account** - The method of performing Work by or on behalf of Contractor on a time, materials and equipment basis.

1.2.49 **General Notes** - The written instructions, provisions, conditions or other requirements appearing on the Drawings, and so identified thereon, which pertain to the performance of the Work.

1.2.50 **Governing Body** - The Board of Supervisors of the County of Santa Clara.

1.2.51 **Governmental Agencies** - Whenever, in the Contract Documents, reference is made to any governmental agency or officer, such reference will be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.

1.2.52 **Facilities and Fleet Department (FAF)** – The Facilities and Fleet Department of the County of Santa Clara.

1.2.53 **Guarantee** - A promise or assurance given by one party to a second party that a third party's obligations will be fulfilled (i.e., Contractor agrees to guaranty the Work performed by one of its Subcontractors to the Owner). (Also sometimes referred to as Warranty/Guarantee)

1.2.54 **Inspector** - The person assigned by Owner to inspect the Work. (Also sometimes referred to as Project Inspector or Owner’s Inspector.)

1.2.55 **Install** - Synonymous with “Provide” for the purposes of this Contract.

1.2.56 **Job Order Document** - The County’s signature document requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price and authorizing such Work and the approved cost. A project may consist of one or more Job Orders.

1.2.57 **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

1.2.58 **Job Order Contract Notice to Proceed** - The written notice issued by Owner’s Authorized Representative to Contractor whereby the Contractor is notified of the official Job Order Contract start date, after which Work may be issued to the Contractor in the form of individual authorized Job Orders.

1.2.59 **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.

1.2.60 **Labor Hours** – The Direct Labor cost of a Job Order determined by adding (i) the labor cost component of all pre-priced unit tasks, and (ii) labor costs of non-prepriced Work, including subcontracts.
1.2.61 **Laboratory** - Any laboratory authorized or accepted by Owner to test materials and Work involved in the Contract.

1.2.62 **Liquidated Damages** - The amount prescribed in the Contract Documents to be paid to Owner or to be deducted from any payments due or to become due Contractor for each Day's delay in completing the whole or any specified portion of the Work, beyond the time(s) allowed in the Contract Documents Approved Work Schedule plus Approved time extensions.

1.2.63 **Reserved.**

1.2.64 **Reserved**

1.2.65 **Maximum Contract Value** - The maximum value of Job Orders that the Contractor may receive under this Contract.

1.2.66 **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.

1.2.67 **Named Products** - Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.

1.2.68 **Notice of Award** - The letter from the Clerk of the Board of Supervisors notifying Contractor that the Board of Supervisors accepted Contractor's Bid and authorized the President to execute the Agreement.

1.2.69 **Notice of Completion** - A document executed by the County and filed with the County Recorder, signifying that a Job Order has been Completed and Accepted.

1.2.70 **Notice to Bidders** - The Document inviting sealed Bids for the Work. (Document 00100, "Notice to Bidders")

1.2.71 **Official Progress Schedule** - The Contractor's Progress Schedule and all revisions and updates thereto, accepted by the Owner and attached to the Job Order.

1.2.72 **Or Equal** - Refer to Approved Equal

1.2.73 **Owner** - The County of Santa Clara

1.2.74 **Order** - Refer to Approved, Directed, Ordered, or Required

1.2.75 **Owner's Authorized Representative** - The person named in the Notice to Bidders whose authority includes but is not limited to the authority to approve Addenda, Change Orders, and Payment Requests.

1.2.76 **Plans** - See Drawings

1.2.77 **Preconstruction Submittals** - Submittals requiring Owner's acceptance before Contractor may proceed with the installation of Work or the procurement of the materials and/or equipment covered by the Submittal.

1.2.78 **Project** - The entire public improvement proposed by Owner to be constructed in whole or in part pursuant to the requirements a Job Order or Job Orders and the Contract Documents, including any phasing or other requirements

1.2.79 **Product Data** - Illustrations, Manufacturer's literature, standard schedules, performance charts, instructions, brochures, diagrams and other information submitted by the Contractor to illustrate materials or equipment for some portion of the Work. Product Data are not considered Contract Documents.

1.2.80 **Project Manager** - The person identified in the Notice to Bidders as the Project Manager or subsequently designated by Owner's Authorized Representative to manage the Contract and/or the Project. (Also sometimes referred to as Owner's Project Manager)
1.2.81 **Project Manual** - The written volume(s) assembled for the Work, including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, Construction Task Catalog, Technical Specifications, and other written or graphic material as may be listed in the Project Manual Table of Contents, including any Addenda and Approved revisions by Owner.

1.2.82 **Project Site** - Space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. May refer to one or more Project Sites.

1.2.83 **Provide** - Synonymous with “Install” for the purposes of this Contract: All labor, materials, equipment, supervision and whatever else is necessary to supply and incorporate a specified item into the Work in compliance with the requirements of the Contract Documents.

1.2.84 **Punch List** - A written list of deficiencies in the completed Work. (Also sometimes referred to as “Deficiency List.”)

1.2.85 **Record Documents** - A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. Record Documents include any change or clarification to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work. (Also known as “As-Builts” or “As-Built Documents”)

1.2.86 **Request for Information (RFI)** - A written request by the Contractor for information or clarification regarding the requirements of the Contract Documents. Requests For Information must be numbered sequentially and presented in a format furnished or accepted by the Owner’s Project Manager. The Owner’s response to an RFI is considered an Additional Detailed Instruction and does not change the requirements of the Contract Documents, Job Order Completion Time, Contract Time, or Job Order Price.

1.2.87 **Retention** - A defined percentage of the Contract Sum held by the Owner pending Completion of the Work, or any portion of the Work.

1.2.88 **Samples** - Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be evaluated.

1.2.89 **Shop Drawings** - Drawings, diagrams, schedules, and other data specially issued for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, and Suppliers to demonstrate and/or illustrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for some specific portion of the Work. Shop Drawings are not considered Contract Documents.

1.2.90 **Specifications** - The written directions, provisions and requirements pertaining to the materials to be provided and to the method and manner of performing the work, equipment, systems and standards, including any Addenda and Approved revisions by Owner. (Also sometimes referred to as “Technical Specifications” or “Specs.”)

1.2.91 **State** - The State of California.

1.2.92 **Subcontractor** - A contractor, within the meaning of the provisions of Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, who contracts directly with the Contractor to perform any Work of the Project. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or its authorized representative.

1.2.93 **Sub-subcontractor** - A contractor, within the meaning of the provisions of Chapter 9 (commencing with § 7000) of Division 3 of the Business and Professions Code, that has a direct or indirect contract with a Subcontractor to perform any Work of the Project. The
term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative thereof.

1.2.94 **Submittal** - Data or items required by the Contract Documents to be submitted by the Contractor to the Owner. Submittals demonstrate the method, materials, plan, or sequence the Contractor proposes to use to conform to the design concept expressed in the requirements of the Contract Documents. Submittals include but are not limited to Shop Drawings, Coordination Drawings, layouts, Progress Schedules, Substitution requests, Samples, mockups, catalogs, Product Data and literature, equipment data sheets, maintenance and operating data. Unless otherwise stated in the Contract Documents, Submittals are not considered Contract Documents.

1.2.95 **Substitution** - A material and/or process offered by the Contractor in lieu of the specified material and/or process, and accepted by the Owner’s Authorized Representative in writing as being equivalent (equal) to the specified material and/or process. (Also sometimes referred to as Product Substitution)

1.2.96 **Supplier** - A person or organization contracting with Contractor, a Subcontractor or a Sub-subcontractor to supply materials and/or equipment for the Work.

1.2.97 **Surety** - A company that provides Contractor’s bonds for bidding, performance and payment and is admitted as a surety insurer as defined in §995.120(a) of the California Code of Civil Procedure.

1.2.98 **Total Float Time** - The time difference between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date, of Project activities. (Also sometimes referred to as “slack time” or “Total Float” or “Float”)

1.2.99 **Warranty** - A Contractor’s, Subcontractor’s, Manufacturer’s or material Supplier’s promise or assurance, written or otherwise, that its Products and services provided meet industry (implied) or contractual (the requirements of the Contract Documents) standards of performance. (Also sometimes referred to as Warranty/Guarantee.)

1.2.100 **Work** - That which is constructed or done pursuant to the requirements of the Contract Documents to accomplish the Project including but not limited to the furnishing of all labor, materials, use of tools and equipment.

ADDITIONAL DEFINITIONS CAN BE FOUND IN THE SUPPLEMENTAL GENERAL CONDITIONS ARTICLE 1.

1.3 **REPRESENTATIONS, CORRELATION AND INTENT**

1.3.1 By entering into the Agreement, Contractor represents it is familiar with the Project Site conditions including the availability of labor and materials in the local geographic area where the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

1.3.2 The Contract Documents are complementary, and what is required by any one is as binding as though required by all. The intent of the Contract Documents is to include all labor, materials, equipment, and all other items necessary for the proper execution and completion of the entire Work. Unless otherwise specifically noted, Contractor must Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for the proper execution and completion of the Work.

1.3.3 Work not explicitly depicted or mentioned in any portion of the Contract Documents is nevertheless required if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations having well known technical, trade or industry meanings are herein in accordance with such recognized meanings.
1.3.4 The organization of the Project Manual into Articles, Parts, Sub-Parts, Divisions, Sections, and Paragraphs and the arrangement of Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers or in establishing the extent of Work to be performed by any Subcontractor or trade.

1.3.5 The Contract Documents prescribe the details for the construction and completion of the Work that Contractor undertakes to perform in accordance with the terms of the Contract.

1.3.6 Scale Drawings, full-sized Drawings and Project Manual are intended to be complementary and to agree.

1.3.7 Owner, whose decision is final, will clarify questions regarding the interpretation of the Contract Documents.

1.3.8 Any Work called for by the Drawings and not mentioned in the Project Manual, or vice versa, is to be Provided as though fully set forth by both.

1.3.9 Where not specifically stated otherwise, all Work and materials necessary for each unit or item of Work, including special construction for any specific brand or shape of materials called for, even though only briefly mentioned or indicated, must be Provided and Installed fully and completely as part of the Work of this Contract.

1.3.10 In the event of any difference, discrepancy, inconsistency, error, omission, or other apparent conflict within the Contract Documents and/or with actual field conditions, Contractor must immediately notify Owner in writing, requesting clarification. If Contractor is aware the Work is affected and proceeds with the Work without instructions from Owner, Contractor must make good any resultant damage or defects.

1.3.11 Contractor must not assume that one element in the Contract Documents has preference over another, except as provided in Document 00700.1.6, “Conflicts in the Contract Documents.” In the event that two or more Products or methods are specified for a particular application, Contractor must furnish the most suitable quality or method, as determined by Owner.

1.3.12 When standards of the Federal Government, trade societies, trade associations, or similar commercial standards are referred to in the Contract Documents by specific date of issue, these standards, including amendments or supplements, will be considered as part of the Contract Documents. When such references do not bear date of issue, the current published edition, including amendments or supplements, at the date of the first Notice to Bidders will be considered as part of the Contract Documents.

1.3.13 Contractor is responsible for the complete and proper execution of the Work as described in, and as reasonably implied by, the Contract Documents. Contractor is solely responsible for ensuring that all Subcontractors, Suppliers, Manufacturers, etc., working with any portion of the Contract Documents are fully aware that all the Contract Documents apply to their Work, although the other portions of the Contract Documents may not be fully reproduced or repeated therein.

1.3.14 Contractor must be skilled and experienced in the understanding and use of construction documents. Contractor must carefully review the Contract Documents for this Project and must carefully examine the Project Site of the Work before Bidding. Unless Contractor has otherwise informed Owner in writing before Bidding, Contractor warrants that it found all Contract Documents free of ambiguities and sufficient for Bidding and construction purposes, and that from its own observations, Contractor has satisfied itself as to the nature and locations of the Work, the character, quality and quantities of materials and labor required, the difficulties likely to be encountered, and all other items that may affect its performance.

1.3.15 Contractor, having assured itself of the adequacy of the Bid Documents and the accuracy of its Bid, agrees to execute the Work within the Job Order Completion Time(s) and Job
Order Price established in the Contract Documents. Contractor further understands that construction will likely involve some clarifications and changes to the Bid Documents and modifications in Contractor’s planned work procedures. These are expected conditions of construction, and Contractor has anticipated them and provided for them in its Bid.

1.3.16 The Drawings, Project Manual and other Contract Documents issued by Owner and copies furnished to the Contractor, are for use solely with respect to the Work of this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or Supplier on other projects, nor for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors, Sub-Subcontractors and Suppliers are granted permission to use and reproduce applicable portions of the Drawings, Project Manual and other Contract Documents issued by Owner appropriate to, and for use in, the execution of their work pursuant to the requirements of the Contract Documents.

1.3.17 Paragraphs titled “Section Includes” are not intended to “scope” the Section nor imply a trade responsibility, but serve merely as a listing of significant items in the Section to allow the reader to quickly assess the Section content. Similarly, Paragraphs titled “Related Sections” or “Related Requirements” or “Related Documents” are not intended to coordinate the Contractor’s work, but merely indicate where certain other significant items that may be related to the Work of the Section are specified.

1.3.18 Unless otherwise indicated, highlighted, emboldened, italicized, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.

1.3.19 By submitting a Bid, Contractor represents to the Owner that Contractor has verified the availability of Named Products and the Named Products including sole source Products are currently available.

1.4 ORGANIZATION OF PROJECT MANUAL

.a The Project Manual is organized in general compliance with the Construction Specifications Institute (CSI) MasterFormat.

1.5 CAPITALIZATION AND CAPTIONS

1.5.1 Terms capitalized in the Introductory Information, Bidding Requirements, Contracting Requirements, and Division 1(General Requirements) include those that are:

1 Specifically defined; or

2 Titles and captions of Documents or numbered Articles, Parts, Sub-Parts, Sections, or Paragraphs; or

3 Titles of other documents.

1.5.2 The titles and captions of the Documents, Articles, Parts, Sub-Parts, Sections, or Paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Documents, Articles, Parts, Sub-Parts, Sections, or Paragraphs.

1.6 CONFLICTS IN THE CONTRACT DOCUMENTS

1.6.1 See Supplemental General Conditions

1.6.2 Resolution of conflicts in the Contract Documents

1. In case of conflict between the Job Order Drawings and Job Order Technical Specifications, the Drawings will govern in matters of quantity, the Project Manual in matters of quality. In the case of conflict within the Drawings, the following will govern:

.a Schedules, when identified as such, will govern over all other portions of the
Drawings.

.b Specific notes will govern over General Notes, all other notes, and all other portions of the Drawings, except schedules described in the preceding clause.

c Figured dimensions will have precedence over undimensioned items.

d Larger scale Drawings will govern over smaller scale Drawings (for example, ¼" = 1'-0" governs over 1/8" = 1'-0").

e Detail Drawings govern over standard plates included in the Project Manual.

1.6.3 Omissions

.1 If the Contract Documents are not complete as to any minor detail or required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists accepted trade standard for good and workmanlike construction, such detail will be deemed to have been included by the requirements of the Contract Documents in accordance with such standard.

1.7 REQUESTS FOR INFORMATION

1.7.1 Requests for Information (RFI): If the Contractor discovers conflicts, omissions, or errors in the Contract Documents, or has any questions concerning interpretation or needs clarification of Contract Documents, the Contractor must immediately submit to the Owner, in writing, an RFI that complies with the following requirements:

.1 All RFIs, whether by the Contractor, a Subcontractor or Supplier at any tier, must be submitted by the Contractor to the Owner.

.2 RFIs must be numbered sequentially and be presented in the format furnished by or acceptable to the Owner’s Project Manager.

.3 The Contractor must clearly and concisely set forth the issue for which interpretation or clarification is sought, indicating details or other pertinent items involved, and state why a response is required.

.4 Each RFI must be limited to one issue requiring response from the Owner.

.5 In each RFI the Contractor must set forth its own interpretation or understanding of the requirements, along with reasons why it has reached such an understanding.

.6 RFIs must be submitted in a timely manner in order that they may be adequately researched and answered before the response affects any Critical Path Activity of the Work.

.7 All RFIs must be submitted by the Contractor to the Owner before 3:00p.m. RFIs received after 3:00p.m. will be date stamped as received the following workday.

.8 Responses to RFIs will be issued by the Owner’s Project Manager within 14 Days unless the Owner notifies the Contractor in writing that a response will take longer. The 14 Day response time will begin when the RFI is received and date stamped as received by the Owner.

.9 RFI responses will not change any requirement of the Contract Documents.

.10 Should the Contractor contend that a response to a RFI causes a change to the requirements of the Contract Documents, the Contractor must, before proceeding, give written notice to the Owner indicating that the Contractor considers the response to the RFI to be a change to the requirements of the Contract Documents. Failure to give such written notice within seven (7) Days of receipt of the Owner’s response to the RFI waives the Contractor’s right to seek an adjustment in the Job Order Completion Time or Job Order Price according to Document 00700 - Article 6, “Changes in the Work”, for costs or time incurred in connection with the Work.
described in the RFI.

1.8 ADDITIONAL DETAILED INSTRUCTIONS

1.8.1 Owner may furnish additional detailed written and/or graphic instructions to explain the Work more fully, and such instructions become a part of the requirements of the Contract Documents. Should Additional Detailed Instructions, in the opinion of the Contractor, constitute Work in excess of the requirements of the Contract Documents, the Contractor must submit written notice to the Owner within seven (7) Days following receipt of such instructions, and in any event prior to commencement of the Work thereon. If in the Owner’s judgment the Additional Detailed Instructions constitute Work in excess of the requirements of the Contract Documents, the Additional Detailed Instructions will be revised or the extra Work will be added by Change Order.

END ARTICLE 1
ARTICLE 2 — ADMINISTRATION OF THE CONTRACT

2.1 AUTHORITY OF OWNER’S AUTHORIZED REPRESENTATIVE

2.1.1 Owner’s Authorized Representative will decide all questions regarding the interpretation and fulfillment of the Contract, the prosecution, progress, quality and acceptability of Work and materials; will implement and enforce decisions by issuing Orders, Directives, instructions and notices, and will Approve all changes in Job Order Price and Job Order Completion Time.

2.2 INFORMATION AND/OR SERVICES FURNISHED BY OWNER

2.2.1 Information and/or services required of Owner will be furnished by Owner in accordance with the Contract Documents.

2.2.2 The Owner will furnish the Contractor with copies of the Project Manuals as specified in the Bid Documents.

2.3 ADMINISTRATION OF THE CONTRACT

2.3.1 The Owner will administer the Contract during construction and during the Warranty/Guarantee period.

2.3.2 Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order.

2.3.3 Unless otherwise specified in the Contract Documents, the Owner will not control the construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work.

2.3.4 The Owner is not responsible for the Contractor’s failure to carry out the Work in accordance with the requirements of the Contract Documents.

2.3.5 The Owner is not responsible for acts, errors, or omissions of the Contractor, a Subcontractor, Sub-subcontractor or anyone directly or indirectly employed by any of them, or of any other persons performing portions of the Work.

2.3.6 Unless otherwise specified in the Contract Documents or when the Owner’s Project Manager has specifically authorized direct communications with its Consultants, Contractor communications by and with the Owner’s Consultants must be through the Owner’s Project Manager.

2.3.7 Subcontractors, Sub-Subcontractors and Supplier communications with the Owner or its Consultants must be through the Contractor.

2.3.8 Unless otherwise specified in the Contract Documents or when the Owner’s Project Manager has specifically authorized direct communications with other contractors working at the Project Site, Communications by and with separate contractors must be through the Owner’s Project Manager.

2.3.9 If the Owner observes Work that appears non-compliant with the requirements of the Contract Documents, the Owner has the authority to reject the Work.

2.3.10 Whenever Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, Owner may require additional inspection or testing of the Work, whether or not such Work is Fabricated, Installed or completed.

2.3.11 The Owner will review Contractor’s submitted Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for determining the accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which are and remain the
responsibility of the Contractor.

2.3.12 Owner, Owner's Consultants, and Inspector as appropriate, will conduct periodic quality assurance inspections to determine the Contractor's compliance with their QC Program and with the requirements of the Contract Documents.

2.3.13 Unless otherwise stated in the Contract Documents, Contractor must sequentially number all Contractor correspondence to the Owner in a format acceptable to the Owner's Project Manager.

2.4 BREACHES, DEFAULTS AND TERMINATION FOR CAUSE

2.4.1 If Contractor fails to begin delivery of material and equipment, to commence Work or a designated portion of the Work within the time specified, to maintain the rate of delivery of material, to execute the Work or designated portion of the Work in the manner and at the specified location(s), or fails to maintain a work program which will ensure Owner's interest, or, if Contractor is not carrying out the intent of the Contract, Owner's written notice may be served upon Contractor and Surety on its faithful performance bond demanding satisfactory compliance with the requirements of the Contract Documents.

2.4.2 If the Owner deems that the Contractor has persistently or repeatedly refused or failed to supply an adequate workforce, or material of proper quality, or otherwise refuses or fails to submit a proposal in response to a Request for Job Order Proposal, prosecute the Work, or any separable part thereof, with such diligence as will ensure its completion within the Job Order Completion Time(s) specified in the Job Order or authorized extension thereof, or if Contractor should fail to make prompt payment to Subcontractors or Suppliers, or persistently disregards laws, ordinances, or Owner's written Directions, or fails to comply with self performance requirements, or has failed in any other respect to prosecute the Work with the diligence and resources required by the Contract Documents, the Owner may, after providing at least 7 Days prior written notice to the Contractor identifying the defaults to be remedied, and the Contractor's continued failure to remedy the default(s):

.1 provide any such labor and/or materials required to perform the Work or designated portion of the Work and deduct the cost from any money due or to become due to the Contractor; or

.2 if the Owner considers that the default(s) constitute sufficient basis for such action, provide the Contractor and the Contractor's Sureties with an additional 7 Days written notice, that if the defaults are not remedied, the Contractor’s control of the Work or designated portion of the Work will be terminated.

2.4.3 Should Owner exercise its rights to terminate Contractor’s control of the Work or designated portion of the Work as noted in this Document 00700.2.4, “Breaches, Defaults, and Termination for Cause”, Owner may, without prejudice to any other rights or remedies of Owner and subject to any rights or obligations of the Surety:

.1 terminate Contractor's control of the Work or designated portion of the Work;

.2 take possession of the Project Site or designated portion of the site and all or any of the Contractor’s materials, equipment, tools, appliances, and construction equipment and machinery owned by the Contractor as may be on the site and necessary for the performance of the Work or designated portion of the Work;

.3 accept assignment of any and/or all Subcontractor, Supplier, and/or rental agreements; and/or

.4 complete the Work or designated portion of the Work by whatever reasonable method(s) Owner may deem expedient and appropriate.

2.4.4 If Owner terminates the Contractor's control of the Work or portion of the Work for
reasons provided in this Document 00700.2.4, “Breaches, Defaults, and Termination for Cause”, the Contractor will not be entitled to receive any further payments until the entire Work or designated portion of the Work is completed and Accepted. Contractor and its Sureties are liable to Owner for any additional cost of completing the Work or designated portion of the Work, including compensation for additional managerial, administrative and consulting services, plus the assessment of Liquidated Damages assessed pursuant to Document 00700.7.3, “Liquidated Damages.”

2.4.5 If the costs incurred by Owner as the result of termination of Contractor’s control of the Work or a portion of the Work pursuant to this Document Job Order Price Sum, the Contractor must pay the difference to Owner.

2.4.6 Upon Completion and Acceptance of the entire Work, Contractor is entitled to the return of all unused materials and its equipment, tools, and appliances, except that Contractor will have no Claim on account of usual and ordinary depreciation, loss, wear and tear.

2.4.7 If Owner terminates Contractor’s control of the Work for cause, and if it is later determined that the termination was wrongful, such default termination will automatically be converted to and be treated as a termination for convenience. In such event, Contractor will be entitled to receive only the amounts payable pursuant to Document 00700.2.5, “Termination for Owner’s Convenience”, and Contractor specifically waives any Claim for any other amounts or damages, including, but not limited to, any Claim for consequential damages or lost profits.

2.5 TERMINATION FOR OWNER’S CONVENIENCE

2.5.1 Owner reserves its right to terminate this Contract or any part thereof for Owner’s sole convenience, upon written notice to Contractor. In the event of such termination, the Contractor must immediately suspend all Work hereunder and must immediately cause any and all of its Subcontractors, Sub-Subcontractors and Suppliers to cease work. The Contractor will not be paid for any work performed or costs incurred that reasonably could have been avoided.

2.5.2 The Contractor will be paid in accordance with the provisions of Document 00700.8, "Payments", except that the amount due the Contractor will be based upon the Owner’s estimate of the Work completed, or acceptable materials provided but not used, to the date of suspension of the Work, less any amounts required to be withheld pursuant to Document 00700.8, "Payments", and less any prior payment(s) made to, or on the account of the Contractor.

2.6 CONTRACTOR’S RIGHT TO SUSPEND, STOP, OR TERMINATE THE WORK

2.6.1 Contractor may upon fifteen (15) Days’ written notice to Owner, stop Work or terminate the Contract and recover from Owner payment for all Work executed to date of termination if:

.1 The Work is stopped pursuant to an order of any court or other public authority for a period of three (3) months, through no act or fault of Contractor or of anyone employed by Contractor; or,

.2 Owner, without justification or good cause, fails to pay Contractor within sixty (60) Days after a complete payment application has been received and Approved by Owner’s Authorized Representative.

2.6.2 Work stoppage or termination by Contractor in accordance with this Document 00700.2.6, "Contractor’s Right to Suspend, Stop, or Terminate Work", does not excuse or relieve Contractor from any of its obligations pertaining to Work in place or completed.
2.6.3 The provisions of this Document 00700.2.6, “Contractor’s Right to Suspend, Stop, or Terminate Work”, are in addition to all other rights and remedies available to Contractor by law.

2.6.4 Contractor does not have the right to suspend the Work without Owner’s written approval, and must resume Work promptly when notified by Owner.

2.7 SUSPENSION BY OWNER FOR CONVENIENCE

2.7.1 Owner may, without invalidating the Job Order, order changes in the Work by altering, adding to or deducting from the Work issuing a Supplemental Job Order, which may suspend, delay or interrupt all or any part of the Work for such periods of time as Owner may determine to be appropriate for Owner’s convenience or any other reason.

2.7.2 Contractor must immediately comply with Owner’s written Order to suspend, delay or interrupt Work or any part thereof.

2.7.3 If it should become necessary to suspend Work for an indefinite period:

1. Contractor must store all materials in such manner that they will not be or become an obstruction;

2. Contractor must take every precaution to prevent damage or deterioration of the Work performed;

3. Contractor must Provide suitable drainage and erect temporary structures where necessary to protect the Work;

4. Contractor must take all prudent measures to mitigate costs associated with suspension of the Work.

2.8 ASSIGNMENT

2.8.1 The Contractor binds the Contractor, the Contractor's partners, successors, assigns and legal representatives to Owner in respect to covenants, agreements and obligations contained in the Contract Documents. Contractor must not assign the Contract as a whole or in part without written consent of the Owner. If Contractor makes such an assignment without Owner’s written consent, Contractor will remain legally responsible for all Contractor’s obligations in the Contract Documents.

2.8.2 No assignment by the Contractor will be valid unless it contains a provision that the funds to be paid to the assignee pursuant to the assignments are subject to prior claims for payment for services rendered or material supplied for performance of the Work called for pursuant to the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials.

2.8.3 Owner will not consent to an assignment that would relieve the Contractor or the Contractor’s Surety(s) of their responsibilities pursuant to the Contract.

2.8.4 Subcontracts, purchase orders, and rental agreements entered into by Contractor must contain provisions permitting assignment to Owner, and providing for termination pursuant to the terms of this Agreement. To the extent that Owner elects to take legal assignment, the Contractor must execute and deliver all documents and take all such steps, including the legal assignment of such contracts and exercise other contractual rights of the Contractor, as Owner may require for the purpose of fully vesting in Owner the rights and benefits of the Contractor pursuant to such contracts.

2.8.5 The Contractor may assign moneys due or to become due pursuant to the Contract, through an amendment to the Contract. Any assignment of moneys earned by the Contractor is subject to all proper withholdings and Retention in favor of Owner provided for in the Contract Documents. All moneys withheld, whether assigned or not, are subject to being used by Owner to the extent permitted by law, for the Completion of the Work in
the event that the Contractor is in default of the Contract.

2.9 NOTICE

2.9.1 Any notice from one party to the other must be dated and signed by the party giving such notice or by a duly authorized representative of such party. No notice is effective for any purpose unless served in the following manner:

1. If the notice is provided to Owner, it must be by personal delivery to Owner's Authorized Representative or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Owner's Authorized Representative at the address identified in the Notice to Bidders, first class postage prepaid.

2. If the notice is provided to Contractor, it must be by personal delivery thereof to Contractor, or to Contractor's Authorized Representative at the Project Site, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to Contractor at its regular place of business or at such other address as may have been established for the conduct of the Work, first class postage prepaid.

3. If the notice is provided to the Surety or any other person, by personal delivery to such Surety or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person as stated in the Bond documents.

4. Deposit of notice in the United States mail will be deemed the date of receipt thereof.

2.10 AUDITS AND ACCESS TO RECORDS

2.10.1 The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices consistently applied. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor’s Bid estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. Owner and its representatives will have access upon 24 hours advanced written notice, at all times during normal business hours, to all Contractors books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, and all other relevant information and documentation for the purposes of inspection, audit, and copying. The Contractor will, at no cost to Owner, provide proper facilities for such access, inspection and copying purposes.

2.10.2 Contractor agrees to include and make the requirements of Document 00700 - Sub-Part 2.10.1 applicable to all Subcontracts and Sub-subcontracts or purchase orders in excess of $10,000, at any tier.

2.10.3 Audits conducted pursuant to Document 00700 - Sub-Part 2.10.1 will be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

2.10.4 The Contractor agrees to provide all information and reports resulting from access to records to Owner and other affected parties.

2.10.5 Records must be maintained and made available during the performance of the Work and for 3 years after Final Payment, and until final settlement of all Disputes, Claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract, to any Change Order, to any Dispute, to any litigation, to the settlement of any Claim arising out of such performance, or to the cost or items to which an audit exception has been taken, must be maintained and made available until Final Payment or final resolution of such Dispute, litigation, Claim, or exception, whichever occurs later.

2.10.6 The right of access provisions of Document 00700 - Sub-Part 2.10.1 applies to all...
financial records pertaining to this Contract:

.1 to the extent the records pertain directly to Contract performance;

.2 to the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to this Contract including Change Orders;

.3 to the extent there is any indication of violation of the California False Claims statute or that fraud, gross abuse, or corrupt practices may be involved;

.4 if the Contract is terminated for default or convenience.

2.10.7 Access to records is not limited to the required retention periods. Owner’s Authorized Representative or designee will have access to records at any reasonable time for as long as the records are maintained.

2.11 GOVERNING LAW

2.11.1 This Contract will be interpreted and enforced in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure §394, proper venue for legal action arising out of this Agreement is in the County of Santa Clara. Both parties hereto agree that personal and subject matter jurisdiction is proper in Santa Clara County, California.

END ARTICLE 2
ARTICLE 3 — CONTRACTOR’S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Contractor must supervise and direct the Work, using its best skill and attention.

3.1.2 Contractor is solely responsible for all construction means, methods, techniques, operations, sequences and procedures, and for coordinating all portions of the Work.

3.1.3 The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.

3.1.4 The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day’s work; and develop a site specific quality control program, all at no cost to the Owner. In the event the Owner’s personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided sufficient supervision, the Contractor shall reimburse the Owner $75 per hour for such effort.

3.1.5 Contractor will not be relieved from its obligations to perform the Work in accordance with the requirements of the Contract Documents, either by the activities or duties of Owner or Owner’s Consultants in their administration of the Contract, or by inspections, tests, acceptance, or approvals required or performed by persons other than Contractor.

3.1.6 Contractor must at all times enforce good order and discipline among its employees and must not employ on the Work anyone not skilled in the task assigned.

3.1.7 Contractor warrants to Owner that all materials and equipment provided pursuant to the Contract are new unless otherwise specified, and that all Work is of good quality, free from faults and defects and in conformance with the requirements of the Contract Documents. All Work not conforming to these requirements, including substitutions not properly accepted and authorized by Owner’s Authorized Representative may be considered defective. Upon request at any time, Contractor must furnish evidence, satisfactory to Owner, demonstrating the quality of installed materials and equipment.

3.1.8 Unless otherwise provided in the Contract Documents, the Contractor must provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.1.9 Contractor has charge and care of all Work and all materials to be used therein (including materials for which Contractor has received partial payment or materials which have been furnished by Owner) until Acceptance of the Work. Contractor bears the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the performance or nonperformance of the Work, except as otherwise expressly provided.
3.1.10 Contractor must rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials by any cause before Completion and Acceptance.

3.1.11 Contractor must provide suitable drainage and erect such temporary structures as are necessary to protect the Work or materials from damage. Suspension of the Work from any cause whatever will not relieve Contractor of responsibility for the Work and materials as herein specified.

3.1.12 Contractor must properly store materials which have been partially paid for by Owner or which have been furnished by Owner. Such storage by Contractor is on behalf of Owner who shall at all times be entitled to the possession of such materials. Contractor must promptly return such materials to the Project Site when requested. Contractor must not dispose of any of the materials so stored except upon Owner’s written authorization.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY THE CONTRACTOR

3.2.1 The Contractor must carefully study and compare the requirements of the Contract Documents with each other and must advise the Owner, in writing, of any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing it involves a recognized error, inconsistency or omission in the requirements of the Contract Documents, without such notice to the Owner, the Contractor assumes responsibility for such performance and will bear the cost for correction.

3.2.2 The Contractor must take field measurements and verify field conditions and must compare such field measurements, conditions and other related information known to the Contractor with the requirements of the Contract Documents before beginning the Work.

3.2.3 In accordance with Public Contract Code §7104, Public Work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor must promptly, and before such conditions are disturbed, notify the Owner in writing of:

.1 Material that the Contractor believes may be material that is hazardous waste, as defined in §25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with applicable laws.

.2 Subsurface or latent physical conditions at the site differing from those indicated.

.3 Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

3.2.4 In response to Contractor’s written notice as required by Public Contract Code §7104:

.1 Owner will promptly investigate the conditions, and if Owner finds that such conditions materially differ, or involve hazardous waste, and cause an increase or decrease in the Contractor’s cost of, or the time required for, performance of any part of the Work, a Change Order will be issued in accordance with Document 00700.6, “Changes in the Work.”

.2 In the event that a Dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any completion date(s) provided for by the Contract Documents, but shall proceed with all Work to be performed under the Contract. The Contractor will retain any and all rights provided either by Contract or by law that pertain to the resolution of Disputes and protests between the contracting parties.

3.3 DOCUMENTS AND SAMPLES AT THE PROJECT SITE

3.3.1 The Contractor must maintain at the Project Site one (1) copy of the Record Documents including but not limited to Drawings, Project Manual, Addenda, Change Orders,
Requests for Information, Field Modifications, and Additional Detailed Instructions.

3.3.2 The Contractor must maintain the Record Documents in good and current condition and post all changes and clarifications to the Contract Documents on a daily basis as they occur.

3.3.3 The Contractor must mark the record Drawings to record actual field dimensions of installed Work.

3.3.4 The Contractor must maintain a record Project Manual in good order and indicate by marking in the appropriate section of the Project Manual, the selected product or material that was approved for incorporation in the Work.

3.3.5 At least one (1) copy of all Owner accepted Shop Drawings, Product Data, Samples and similar Submittals must be maintained at the Project Site in good and current condition and made available to Owner upon request.

3.3.6 The Contractor and each Subcontractor must prepare and maintain Daily Reports to document the progress of the Work. Daily Reports must be in a format prescribed or approved by the Owner’s Project Manager and completely filled out on a daily basis. One (1) copy of each daily report must be submitted to Owner’s Project Manager the following workday or as otherwise Directed by the Owner’s Project Manager. The corresponding activity numbers from the Official Progress Schedule must identify Work activities on the Daily Reports. It is the responsibility of the Contractor to gather all daily reports and submit to Owner’s Project Manager as one package.

3.3.7 The Contractor and each Subcontractor must prepare and maintain incident reports to document unusual occurrences including but not limited to breaches of on-site security, altercations, vehicle or construction equipment accidents, and complaints from neighbors, etc. Incident reports must be in a format prescribed or approved by the Owner’s Project Manager, completely filled out at or about the time of the occurrence of the incident. Three (3) copies of the incident report must be submitted to Owner’s Project Manager within 24 hours of the incident. Information related to follow-up investigation(s) of the incident must be submitted to the Owner’s Project Manager upon request.

3.3.8 The Contractor and each Subcontractor must prepare accident reports to document all reportable accidents at the Project Site. Accident reports must be in a format prescribed or approved by the Owner’s Project Manager, completely filled out at or about the time of the occurrence of the accident. Three (3) copies of the accident report must be submitted to Owner’s Project Manager within 24 hours of the accident. Information related to follow-up investigation(s) of the accident must be submitted to the Owner’s Project Manager upon request.

3.3.9 The Contractor must arrange for the review or selection of any heavy or large material (or color) samples to be made at vendor shops or facilities and, after being suitably tested and accepted, must arrange for samples of the selected material (or colors) to be maintained at the job-site in a secure location for use during construction to verify the acceptability of materials and/or work.

3.4 ACCESS TO WORK

3.4.1 The Contractor must provide Owner continuous access to the Work.

3.5 USE OF PROJECT SITE

3.5.1 Contractor must confine operations at the Project Site to areas permitted by law, ordinances, permits and the Contract Documents, and must not unreasonably encumber the Project Site with any materials, equipment, temporary structures, or temporary measures.
3.5.2 Contractor’s employees, or others subject to the Contractor’s control, are not permitted to reside on the Project Site in temporary living facilities.

3.6 WORKPLACE ENVIRONMENT

3.6.1 The use or possession of alcohol, weapons, or illegal controlled substances by the Contractor, or others subject to the Contractor’s control, on County property is prohibited.

3.6.2 The Contractor must ensure and maintain a workplace environment free of personal harassment and intimidation.

3.6.3 Conduct that creates an intimidating, hostile, or offensive workplace environment is prohibited. Such conduct includes, but is not limited to, the following:

.1 Verbal harassment, e.g., epithets, derogatory comments or slurs;

.2 Physical harassment, e.g., assault, impeding or blocking movement, gestures, or any physical interference with normal work or movement;

.3 Visual forms of harassment, e.g., derogatory posters, letters, poems, graffiti, cartoons, or drawings.

3.6.4 Unwelcome and unwanted sexual advances constitute sexual harassment that is prohibited. For example, requests for sexual favors and verbal or physical conduct of a sexual nature are prohibited.

3.6.5 Compliance With All Laws, Including Nondiscrimination, Equal Opportunity, and Wage Theft Prevention

.1 Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, “Laws”), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

.2 Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

.3 Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
.4 Definitions: For purposes of this Subsection, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.

.5 Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

.6 Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

.7 Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.

.8 Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an
.9 Material Breach: Failure to comply with any part of this subsection shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

(a) Suspend or terminate any or all parts of this Agreement.

(b) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.

(c) Offer Contractor an opportunity to cure the breach.

.10 Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

3.6.6 It is the responsibility of the Contractor to:

.1 Inform its employees and Subcontractors that behavior that creates an intimidating, hostile, or offensive workplace environment is prohibited;

.2 Create a workplace environment that is free from harassment; and,

.3 Take corrective action to stop prohibited behavior/conduct.

3.6.7 If in the opinion of the Owner’s Authorized Representative, any employee of the Contractor or Contractor’s Subcontractors violate the prohibitions of this Document 00700.3.6, "Workplace Environment", Contractor must immediately remove that person or Subcontractor from the Project upon Owner’s request, and such person or Subcontractor must not be permitted to perform further Work on the Project Site.

3.6.8 No Smoking. Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

3.6.9 Food and Beverage Standards.

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.
If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

3.7 SUPERVISION

3.7.1 Prior to Contractor mobilization to the Project Site, Contractor must submit to the Owner in writing a letter naming the Contractor’s Authorized Representative who will have the authority to represent and act for Contractor at the Project Site. Communications provided to the Contractor’s Authorized Representative will be as binding as if provided directly to the Contractor.

3.7.2 When Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning as a joint venture, Contractor must submit a letter to the Owner, before starting Work, stating the name of one (1) authorized representative who has the authority to represent and act for Contractor.

3.7.3 Contractor’s Authorized Representative must be present at the Work site at all times while any Work is in progress. When Work is not in progress and during periods when Work is suspended, the Contractor’s Authorized Representative must nevertheless keep the Owner’s Project Manager advised of their whereabouts and the whereabouts of the Contractor’s site superintendents so that they may readily be reached and available for consultation at the Project Site at any time.

3.7.4 Prior to Contractor mobilization to the Project Site, Contractor must submit to the Owner the telephone and/or pager numbers at which the Contractor’s Authorized Representative can be reached at all times. In the event it is necessary for the Contractor’s Authorized Representative to be absent from the Project Site, the Contractor’s Authorized Representative will, except in the case of personal emergency, give written notice to the Owner’s Project Manager designating an acting representative. The absence must not exceed 48 hours without prior written approval of the Owner’s Project Manager.

3.7.5 The Contractor must supervise and direct the Work. The Contractor is responsible for, and has control of, construction means, methods, techniques, sequences, procedures, safety precautions and programs in connection with the Work, and for coordinating the Work unless otherwise noted or specified in the Contract Documents.

3.7.6 The Contractor is responsible for acts and omissions of the Contractor’s employees, Subcontractors, Sub-Subcontractors or Suppliers and their agents and employees, and other persons performing portions of the Work pursuant to a direct or indirect contract with the Contractor or at its direction.

3.7.7 If any person or Subcontractor working at the direction or subject to the control of the Contractor refuses or fails to carry out a properly given Order by the Owner’s Authorized Representative or is, in the Owner Representative’s opinion, incompetent, disorderly, or acting in an improper manner, Contractor must immediately remove that person or Subcontractor from the Project upon Owner’s written request, and such person or Subcontractor must not be permitted to perform further Work on the Project.

3.8 DISRUPTION OF OWNER’S NORMAL OPERATIONS

3.8.1 Contractor must give timely advance notice to Owner of Work that is likely to be disruptive to Owner's normal operations at or near the Project Site. If Contractor does not so advise
Owner, Owner has the right to temporarily suspend Contractor's Work or to require Contractor to modify its Work operations to eliminate any disruption, and Contractor is not entitled to any adjustment in the Job Order Price or Job Order Completion Time for any delay or additional costs associated therewith.

3.9 LABOR

3.9.1 Hours of Labor

.1 Eight hours labor constitutes a legal day's work. Contractor shall forfeit as a penalty to Owner, $25.00 for each worker employed in the execution of the Contract by Contractor or any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week in violation of the provisions of the California Labor Code, and in particular, §1810 through §1815 thereof, except that work performed by employees of Contractor or any Subcontractor in excess of eight (8) hours per day, or forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week, at not less than one and one-half (1-1/2) times the basic rate of pay, as provided in §1815.

3.9.2 Prevailing Wage

.1 The services to be performed pursuant to this Agreement are “public works” subject to California Labor Code Section 1771, et. seq. and the applicable implementing regulations. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State during the term of this Agreement. Notwithstanding any other provisions of this Agreement, Contractor will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.

.2 No Contractor or Subcontractor may perform work on the Project without being registered with the Department of Industrial Relations (DIR). Contractor shall maintain its registration with the DIR throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on its bid proposal, is registered with the DIR at the time the Subcontractor performs work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence work, Contractor shall require the Subcontractor to register and may not permit the Subcontractor to commence work until the Subcontractor’s registration is complete.

.3 Contractor shall comply with California Labor Code §1775, whereby Contractor shall be assessed a penalty for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any Work done pursuant to the Contract by Contractor or any Subcontractor in violation of the California Labor Code and in particular §1770 through §1780. In addition to said penalty and pursuant to §1775, Contractor shall pay each worker the difference between such stipulated prevailing wages and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate.

.4 Contractor and each Subcontractor must, pursuant to California Labor Code §1776, submit a certified weekly payroll within ten (10) Days after the Owner’s request for submission of certified weekly payroll records. The certified payroll must include the date of actual payment of wages for each worker employed on the Project and a breakdown of each payment including all fringe benefits included in such wage for each worker. The responsibility for compliance with California Labor Code §1776 is the responsibility of the prime Contractor.
.5 Contractor must submit two (2) copies of said payroll to Owner on the California Department of Industrial Relations standard Form A-1-131 “Public Works Payroll Reporting Form.” Other forms may be used provided they exactly duplicate the format, dimensions and wording of Form A-1-131.

.6 Pursuant to the provisions of California Labor Code §1770 and following, the California Department of Industrial Relations has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension, and similar purposes) applicable to the Work, for straight time, overtime, Saturday, Sunday, and Holiday work. The Holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of each craft, classification, or type of workers concerned. Said prevailing wage rates are on file in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested party on request. The rates are also available on the State of California’s Department of Industrial Relations home page website at http://www.dir.ca.gov.

.7 If Contractor uses a craft or classification not shown on the prevailing wage determinations, Contractor may be required to pay the wage rate of that craft or classification most closely related to it, shown in the general determinations in effect when the Bids were received. Pursuant to California Labor Code §1773.2, Contractor shall prominently post a copy of such prevailing wages at each job site.

.8 Pursuant to Public Contract Code §6109, the Contractor shall not perform Work on this public works project with any Subcontractor who is ineligible to perform Work on a public works project pursuant to §1777.1 or §1777.7 of the Labor Code. Any contract on a public works project entered into between the Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing Work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by the Contractor on this Project shall be returned to the Owner. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the Project.

.9 Pursuant to Labor Code §1771.5.b.6, the Owner will withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment of prevailing wage has occurred.

3.9.3 Certified Payrolls

.1 Contractor must submit two (2) copies of certified weekly payrolls for the periods covered by each Progress Payment. Certified Payroll records must be submitted within ten (10) calendar days from the Progress Payment period end date.

.2 Pursuant to California Labor Code §1776, in the event that the contractor fails to comply within the 10-day submission period, the contractor must forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

.3 Pursuant to California Labor Code §1776, compliance with the requirements of California Labor Code §1776 is the responsibility of the prime Contractor.

3.9.4 Apprentices

.1 Contractor’s attention is directed to the provisions of §1777.5 and §1777.6 of the California Labor Code regarding the employment of apprentices by Contractor and any Subcontractors, and §1777.7 regarding penalties for noncompliance. Contractor and all Subcontractors shall comply with the requirements of said Sections in the employment of apprentices. Pursuant to §1777.5, the responsibility for compliance with the requirements of §1777.5 is the responsibility of the prime Contractor.
.2 It is Owner's policy to encourage the employment and training of apprentices on public works contracts in accordance with local apprenticeship standards.

3.9.5 Workers Travel & Subsistence Payments

.1 Contractor’s attention is directed to the provisions of California Labor Code §1773.8 that requires Contractor to make travel and subsistence payments in accordance with collective bargaining agreements applicable to each worker needed to execute the Work.

3.10 SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK

3.10.1 Unless otherwise specified in the Job Order no construction Work shall be done on Saturdays, Sundays or holidays recognized by the County government and no Work shall be performed outside of Normal Hours Of Work without the prior consent of the Owner's Project Manager, unless required in the Contract Documents. Normal Working Hours are standard shift work between the hours of 7:00 A.M. – 5:00 P.M., Monday through Friday, excluding County holidays.

3.10.2 Whenever the Contractor intends to perform overtime work or work on Saturday, Sunday, or a legal holiday recognized by the County, the Contractor must request permission by giving written notice to the Owner's Project Manager at least 2 workdays prior to performing the Work.

3.10.3 Unless specifically provided or required by the Contract Documents, Contractor shall receive no additional compensation for any overtime work (i.e., work in excess of: Eight (8) hours in any one Day; forty (40) hours in any one calendar week; or evening, night, legal holidays observed by Owner, or weekend work).

3.10.4 Prior to the start of such Work, when necessary, the Contractor must arrange with the Owner for the continuous or periodic inspection of the Work and tests of materials.

3.10.5 Should the Contractor find it necessary in order to complete the Work according to the Official Progress Schedule to perform certain of Contractor’s operations on Saturdays, Sundays, holidays or during other overtime hours, these operations will be performed as part of the Work included in the Job Order Price and do not constitute a basis for additional compensation. At the Owner's option the Contractor may be required to compensate the Owner for inspection, testing, security, or management costs during Work performed outside of Normal Hours Of Work. Owner has the right and authority to deduct the cost of all such inspections, testing, security, or management costs from any payments due or that become due Contractor.

3.10.6 The Owner has the right to Order Contractor to perform Work outside Normal Hours Of Work. Owner will issue such Order in writing. If the Owner Orders the Contractor to perform Work outside Normal Hours Of Work, the Contractor must make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor must submit copies of Contractor’s payrolls indicating the premium wages actually paid, and the Owner will issue a Change Order to reimburse the Contractor for Contractor’s actual costs only. The Owner will pay all extra expense of Owner's inspection.

3.11 NORMAL HOURS OF WORK

3.11.1 Normal Hours Of Work for Contractor’s operations, which are located within city limits, must comply with city ordinances or requirements of the city. Contractor's operations in the County's unincorporated areas or areas which border a city, town or other county must comply with requirements of Santa Clara County or requirements adopted by other jurisdictions, whichever are more stringent. In case of conflict between the requirements
of a city, the County, and the requirements of the Contract Documents, the most restrictive requirements will govern.

3.12 ORDER OF WORK

3.12.1 Contractor must follow any sequence of operations required by the Contract Documents.

3.12.2 Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of Work and no additional compensation will be allowed therefore.

3.13 CLEANUP

3.13.1 Contractor must continuously keep the Project Site and surrounding areas free from waste materials and/or rubbish caused by its operations or rubbish from any source that accumulates within the Project Site and any other area designated by the Owner’s Project Manager for use by the Contractor.

3.13.2 When cleanup is paid for as a separate Bid item, full compensation for such work must be included in the Bid price for cleanup.

3.13.3 When the Bid price is a lump sum, or there is no unit price item for cleanup, full compensation for cleanup will be considered to have been included in the various items of Work.

3.13.4 Contractor must, before certifying that the entire Work of the Project is complete and/or requesting Completion inspection, clean material storage sites and all ground occupied or affected in connection with the Work or designated portion of the Work, and must leave all parts of the Project in a neat and presentable condition satisfactory to Owner’s Project Manager.

3.13.5 Upon completion of the Work or any designated part thereof, Contractor must promptly remove all its waste materials, rubbish and debris, and all its tools, construction equipment, machinery and surplus materials from the Project area or the completed part.

3.13.6 If the Contractor fails to clean up as required by the Contract Documents, Owner may do so and the cost thereof will be charged to the Contractor and deducted from progress payments due or to become due to the Contractor.

3.14 DISPOSAL OF MATERIAL OUTSIDE PROJECT AREA

3.14.1 Contractor is responsible for making all arrangements and paying all costs for disposal of materials outside the Project area.

3.14.2 When any material is to be disposed of outside the Project area, at other than a public disposal site, Contractor must first obtain written permission from the property owner of the proposed disposal site. Before any material is disposed of on said site, Contractor must obtain written permission from the Owner to dispose of the material at the location designated in said permit.

3.14.3 Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must submit copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities (“TSDF’s”) and certificates of disposal, to prove that Contractor has legally disposed of such materials. Submit three (3) copies of each manifest.

3.15 HAZARDOUS MATERIALS

3.15.1 Contractor must comply with all Federal, State, County and local laws, statutes, ordinances and other regulations covering the use, storage, transportation and disposal of
any Hazardous Materials on the Project. Contractor must obtain all permits and pay all fees and taxes for all services and materials required to perform the Project.

3.15.2 The term “Hazardous Materials” as used herein means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace of the environment.

3.15.3 Prior to starting Work, Contractor must submit to Owner three (3) copies of a list of all Hazardous Materials expected to be used on the Project. Contractor must keep a copy of the list at the Project Site. This list must include but not be limited to any cleaners, solvents, paints or explosive charges used in the Work. Contractor must submit one (1) copy of OSHA Form 20 – Material Safety Data Sheet (“MSDS”) for each material listed and must advise every person at or near the Project Site of these materials, of proper handling, and of proper action in case of accident or exposure.

3.15.4 Contractor must safely contain and store all its Hazardous Materials, and in the event of spill or discharge, must immediately notify all required Federal, State, County and local agencies including the fire department. Contractor must protect personnel from exposure and provide treatment as necessary.

3.15.5 Contractor must immediately advise Owner of any potentially Hazardous Materials encountered at the Project Site and must take all necessary action to prevent exposure of personnel until the material is identified and proper action can be taken.

3.15.6 Contractor must not store or use any Hazardous Materials near air intakes or doors and windows serving persons on or off the Project Site without proper protection and safeguards to prevent exposure.

3.15.7 Contractor must exercise all required precautions and safeguards in the storage, use and disposal of Hazardous Materials. Nothing in this Document 00700.3.15, “Hazardous Materials”, relieves Contractor of responsibility for compliance with all applicable laws and statutes, or other provisions of the Contract, particularly Contractor’s responsibility for damage and preservation of life and property.

3.16 SAFE USE OF PESTICIDES

3.16.1 Contractor must comply with all Federal, State and County rules and regulations governing pesticides that are required or used in performing Work. Contractor must comply with the County’s Integrated Pest Management Ordinance.

3.16.2 The term pesticide includes, but is not limited to: herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, repellents, and any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes, and any substance or mixture of substances intended to use as a plant regulator, defoliant, or desiccant.

3.16.3 Contractor must comply with Division B28 of the Santa Clara County Ordinance Code relating to integrated pest management and pesticide use. Division B28 includes, but is not limited to specific requirements for:
   .1 restricted or prohibited use of certain pesticides
   .2 record keeping
   .3 reporting
   .4 public notice and posting requirements

3.17 TRENCHING AND EXCAVATION

00700-33
3.17.1 Contractor understands and will comply with the applicable provisions of the California
Occupational Safety and Health Act of 1973 and the California Labor Code sections 6705
and 6707. If trenching or excavation work is required in a Job Order, Contractor must

3.17.2 Before any excavation, Contractor must, pursuant to California Government Code §4216
and Cal/OSHA 8CCR1540, outline the excavation in white paint (preferably chalk or water
base), provide two workdays notice to Underground Service Alert (1-800-227-2600),
obtain a locator number, and follow all necessary procedures to avoid underground facility
damage.

3.17.3 Before any excavation five feet or more in depth:
.1 Contractors must, pursuant to California Labor Code §6705, submit to Owner specific
plans showing details of provisions for worker protection from caving ground. This in
no way relieves Contractor from the requirement of maintaining safety in all operations
performed by Contractor or Subcontractors. Submit eight (8) copies of the plans.
.2 The detailed plans showing design of all shoring, bracing, sloping or other provisions
shall be prepared at Contractor’s sole expense by a California registered Civil or
Structural Engineer. Owner’s acceptance only constitutes acknowledgment of the
submission and does not constitute review or approval of the designs, design
assumptions, criteria, accuracy, completeness, suitability for use, implementation, or
any other quality of the plans, which are solely the responsibility of Contractor and
Contractor’s Engineer.

3.18 AIR POLLUTION CONTROL

3.18.1 Contractor and each Subcontractor must comply with all air pollution control rules,
regulations, ordinances, statutes, and Project specific permit requirements of the Bay
Area Air Pollution Control District and all other regulatory agencies that apply to any Work
performed. If there is a conflict between the Bay Area Air Pollution Control District rules,
regulations, ordinances, and statutes and the rules, regulations, ordinances, and statutes
of other regulatory agencies, the most stringent shall govern.

3.18.2 Contractor must not discharge smoke, dust or any other air contaminants into the
atmosphere in such quantity as will violate any regulations.

3.18.3 Contractor must minimize dust nuisances resulting from performance of the Work, both
inside and outside the Project limits, by applying either water or dust palliative, or both.

3.19 WATER POLLUTION CONTROL

3.19.1 Contractor must comply with all Federal, State and local water pollution prevention and
storm drain pollution prevention rules, regulations, ordinances, statutes, guidelines, and
Project specific permit requirements.

3.19.2 If required by law, ordinance, regulation, code, permit or the requirements of the Contract
Documents, Contractor must prepare a Project Specific Storm Water Pollution Prevention
Program (SWPPP).

3.19.3 Contractor must exercise every reasonable precaution to protect storm drains, channels
and all bodies of water from pollution, and must conduct and schedule operations so as to
avoid or minimize muddying and silting of any waters. Contractor must construct whatever
facilities are necessary or requested by Owner to provide prevention, control and
abatement of water pollution.

3.19.4 No provision of the Contract Documents relieves Contractor of responsibility for
compliance with California Fish and Game Code §5650 et seq, and §12015 et seq, and
applicable regulations of the Regional Water Quality Control Board, Santa Clara County
flood control and water district requirements, or other applicable statutes relating to prevention and removal of water pollution.

3.19.5 Compliance with water pollution requirements does not relieve Contractor from responsibility to comply with all provisions of the Contract Documents, particularly Contractor’s responsibilities for damage and preservation of property.

3.20 SOUND CONTROL

3.20.1 The Contractor must comply with all CAL OSHA requirements.

3.20.2 The Contractor must comply with all local sound control and noise level rules, regulations, and ordinances that apply to any Work performed pursuant to the requirements of the Contract Documents.

3.20.3 Each internal combustion engine, used for any purpose on the Project or related to the Project, must be equipped with a muffler of a type recommended by the Manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

3.20.4 Noise level from and hours of Contractor’s operations, that are located within city limits, must comply with city ordinances or requirements. Contractor’s operations in the County’s unincorporated areas or areas which border a city, town or other county must comply with the noise level requirements per the Santa Clara County Ordinance Code or requirements adopted by other jurisdictions, whichever are more stringent. Contractor’s attention is directed to the current Santa Clara County Ordinance Code, section B11-194 2.6 “Construction/Demolition” for the maximum acceptable noise levels.

3.20.5 Noise level requirements apply to all equipment used in the Project including, but not limited to, trucks, transit mixers, or equipment that may or may not be owned by the Contractor. The use of loud sound signals must be avoided in favor of warning lights except those required by safety laws for the protection of personnel.

3.21 WORKER’S SANITARY PROVISIONS & USE OF OWNER’S FACILITIES

3.21.1 Contractor must conform to the rules and regulations for sanitary provisions established by the State, the County of Santa Clara, and any other applicable jurisdictions.

3.21.2 Contractor must Provide and maintain toilets for use by its employees. These accommodations must be maintained in a neat and sanitary condition, and must comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.

3.21.3 Contractor’s personnel must not use Owner’s facilities without express written permission, which will be at Owner’s sole discretion. Such Owner’s facilities include but are not limited to toilet facilities, food service facilities (cafeteria and coffee shop), utilities services of any kind, carts, fire extinguishers, parking, storage space and any other facilities and services.

3.22 CUTTING AND PATCHING

3.22.1 Contractor is responsible for all cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.22.2 Contractor must not damage or endanger any portion of the Work, or the work of Owner or any separate contractors, by cutting, patching or otherwise altering any work.

3.22.3 Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor. Contractor must not unreasonably withhold from Owner or any separate contractor its consent to cutting or otherwise altering the Work.

3.22.4 Cutting and Patching by Others: The Contractor is responsible for any and all cutting, fitting and patching required to complete Contractor’s Work or join its Work with the work of others, except as otherwise specifically provided for in the Contract Documents.
3.23 TESTS AND INSPECTIONS

3.23.1 The Contractor must at all times permit Owner, its agents, officers, employees, Consultants and representatives to visit the Project Site and inspect the Work, including shops where Work is in preparation. This obligation includes maintaining proper facilities and safe access for such inspection. When the Contract Documents require a portion of the Work be tested, such portion of Work must not be covered up until inspected and accepted by Owner. The Contractor is solely responsible for notifying Owner where and when the Work will be ready for inspection and testing. Should any Work be covered without the required testing and acceptance, such Work must be uncovered and recovered at the Contractor’s expense.

3.23.2 If Owner determines that portions of the Work require additional testing, inspection or acceptance not included in the requirements of the Contract Documents, the Owner will instruct the Contractor, in writing, to make arrangements for additional testing, inspection or acceptance by an entity acceptable to the Owner, and the Contractor must give 48 hours written notice to Owner of where and when tests and inspections will be conducted so that Owner may observe the procedures. Owner will bear the costs except as provided in Document 00700 - Sub-Part 3.23.3.

3.23.3 If procedures for additional testing, inspection or acceptance required by Document 00700 - Sub-Part 3.23.2 reveal failure of a portion(s) of the Work to comply with the requirements of the Contract Documents, the Contractor will bear all costs made necessary by such failure(s) including those of repeated procedures and compensation for Owner’s services and expenses.

3.23.4 Certificates of testing, inspection, acceptance, or approval will, unless otherwise required by the Contract Documents, be secured by the Contractor and submitted to the Owner within two (2) Days after completion of each test, inspection, acceptance or approval.

3.23.5 The Contractor will not be relieved of its obligations to perform the Work in accordance with the requirements of the Contract Documents by tests, inspections, acceptance or approvals required or performed by persons other than the Contractor.

3.23.6 The Contractor is responsible for inspections of portions of its Work and the work of others already completed to determine that such portions are in proper condition to receive subsequent Work.

.1 If the Contractor determines that Work performed on the Project does not comply with the requirements of the Contract Documents, Contractor must repair or replace such defective Work at the Contractor’s sole expense.

.2 If Contractor determines that completed work of others is not in proper condition to receive its Work, Contractor must immediately notify the Owner in writing and must not proceed with the affected portion of its Work without Direction from the Owner.

3.24 OFFICIAL PROGRESS SCHEDULE

3.24.1 The Contractor and Owner have reviewed the Progress Schedule with the requirements of the Contract Documents. The Owner’s review and acceptance of the Contractor’s Progress Schedule was for compliance with the requirements of the Contract Documents only. Review and acceptance by the Owner of the Contractor’s Progress Schedule(s) does not mean approval of the sequence or duration of the tasks shown, and does not relieve the Contractor of any of the Contractor’s responsibility for the accuracy or feasibility of the Official Progress Schedule, or of the Contractor’s obligation to meet the date of final Project Completion. The Owner’s review and acceptance of the Contractor’s Progress Schedule does not expressly or impliedly warrant, acknowledge or admit the reasonableness of the logic, durations, cost, manpower or equipment loading indicated in the Official Progress Schedule.
3.25 CERTIFICATION BY CONTRACTOR OF RECYCLED CONTENT

3.25.1 The Contractor must certify in writing, under penalty of perjury, to Owner, the minimum, if not exact, percentage of recycled content, both post consumer material and secondary material, as defined in Public Contract Code §12169, and §12213, in materials, goods, or supplies offered or products used in the performance of the Contract, regardless of whether the product meets the required recycled percentage as defined in Public Contract Code §12161 and §12200. The Contractor may certify that the product contains zero recycled content.

3.25.2 The California Integrated Waste Management Board (CIWMB) requires all Cities and Counties to develop a Source Reduction and Recycling Program (SRRP) for all development projects such that solid waste intake to landfills is reduced. This project is included in the CIWMB/SRRP requirements; therefore, the Contractor is required to ensure that debris generated from demolition or construction activities is recycled or salvaged in accordance with all state and local CIWMB requirements.

3.26 SUBMITTALS

3.26.1 General

.1 Shop Drawings, Product Data, Samples and similar Submittals are not Contract Documents. Their purpose is to demonstrate those portions of the Work for which Submittals are required and the way the Contractor proposes to conform to the information provided and the design concept expressed in the Contract Documents.

.2 All Submittals are instruments of Contractor. By submitting Shop Drawings, Product Data, Samples and similar Submittals, Contractor represents that the Contractor has determined and verified materials, construction methods, field measurements and related field construction criteria, coordinated the Work of the Subcontractors, and has checked and coordinated the information contained within the Submittal with the requirements of the Contract Documents and other Submittals.

.3 Owner’s review of Submittals is for general compliance with the requirements of the Contract Documents. Contractor is solely responsible for all quantities, dimensions, weights, gauges, materials, Fabrication processes, construction methods, coordination with the Work of other trades, and construction safety precautions. Owner’s review does not relieve the Contractor of responsibility for errors and omissions in the Submittals or from responsibility for proper fitting and construction of the Work, nor from furnishing materials and Work required by Contract Documents that may not be indicated or shown on the Submittal(s).

.4 Owner’s review of Contractor’s Submittal(s) does not relieve Contractor of any responsibilities for the successful completion of the Work in conformity with the requirements of the Contract Documents. The Owner may reject any defective Work notwithstanding any review or previous acceptance of a Submittal associated with the Work.

.5 The Contractor is not relieved of the responsibility for any deviation from the requirements of the Contract Documents by Owner’s review of Submittals unless the Contractor has specifically informed Owner, in writing, of such deviation at the time of Submittal, and Owner has provided specific written consent to each specific deviation. Making notations on the Submittal of proposed deviation is not sufficient to satisfy this requirement. Each proposed deviation must be clearly noted on the Submittal and separately itemized and explained in writing in the transmittal accompanying the Submittal. For each Submittal, the Contractor must indicate that the Submittal contains “No Deviations” or itemize the proposed deviations on the transmittal accompanying the Submittal. This written list of deviations is in addition to any...
indications or marks on the Shop Drawings, Product Data, Coordination Drawings, Samples, or other Submittals indicating the proposed deviations.

.6 No Work requiring Submittals shall be performed until Owner has accepted the pertinent Submittals. Where a Submittal is required, any related Work performed before the Owner’s review and acceptance of the Submittal will be at Contractor’s sole risk, expense and responsibility.

.7 All required Preconstruction Submittals must be submitted within the time stated in the Job Order or if no time is stated, within five (5) business days of the start date for the Work as stated in the Notice to Proceed. General acceptance of submittals by the Owner does not constitute specific Approval by the Owner’s Project Manager for deviation from date for Preconstruction Submittals. Contractor must make a specific request in writing for each proposed deviation and the Owner’s Project Manager must grant specific written Approval for each proposed deviation to the cut-off date.

.8 When certification of materials, systems or equipment is required by the Contract Documents, Design Professional and Owner are entitled to rely upon the accuracy and completeness of such certifications and the calculations and other professional analysis supporting the certifications.

.9 When descriptive catalog designations, including Manufacturer’s name, product brand name, or model number(s) are referred to in the Contract Documents, such designations shall be considered as being those found in industry publications of current issue at date of first Notice to Bidders.

.10 Contractor must allow sufficient time for reviews, revisions and resubmittals to avoid delays in the Work. No extension of the Job Order Completion Time will be authorized because of failure to transmit Complete Submittals enough in advance of the Work to permit processing within the timeframes allowed by Contract. Contractor is responsible for all costs of delays caused by Submittals that are tardy or are not Complete Submittals.

.11 Submittals not required by the Contract Documents will not be reviewed and will “Returned Without Action” or may be discarded.

.12 If a returned Submittal is required to be resubmitted more than once due to Contractor’s failure to comply the Submittal requirements, Contractor may be charged all costs associated with re-review of the Submittal. The charges may be deducted from progress payments due or to become due to the Contractor.

.13 Do not highlight pertinent Submittal information with markings that turn opaque when copied. Improperly highlighted Submittals may be returned to Contractor “Returned Without Action.”

3.26.2 Contractor’s Responsibilities

.1 Contractor must, at its own expense, provide for Owner’s review all Submittals required by the Contract Documents.

.2 If a Submittal deadline submission date is not stated in the Contract Documents for a specific Submittal or group of Submittals, make the Submittal or group of Submittals far enough in advance to avoid any Critical Path delay to the Official Progress Schedule.

.3 Before submission, Contractor must:

   .a Determine and verify all field dimensions and conditions

   .b Verify and correlate all dimensions in the Contract Documents with field dimensions and conditions
.c Verify materials, catalog numbers and similar data.

.d Coordinate Contractor’s Work with that of Subcontractors

.e Coordinate the Work of the Subcontractors Work with that of each other.

.f Review and coordinate all Subcontractors’ Submittals with the requirements of the Contract Documents

.g Review and coordinate all Submittals with Submittals previously accepted by the Owner

.h Coordinate as required with all public agencies involved.

.i Secure necessary approvals from public agencies and others and signify by stamp or other means that they have been secured.

.j Verify the feasibility of the construction methods

.k Coordinated the Submittal with Construction safety precautions

.l Review and coordinate all Contractor’s Submittals with the requirements of the Contract Documents

.4 Submittals must be provided to the Owner as Complete Submittal(s) for each Definable Feature of Work and must not be Submitted piecemeal. Owner has the right to withhold action on partial Submittals until the missing Submittal items are received, or return the partial Submittal to the Contractor “Returned Without Action.” At Owner’s sole discretion, the Owner may agree to review a Contractor’s partial Submittal. If the Owner agrees to review a Contractor’s partial Submittal, and the submittal is marked “No Exceptions Taken,” or “Make Corrections Noted” the Owner’s acceptance of the partial Submittal subject to its compatibility with future Submissions and additional partial Submissions for portions of the Work not covered in the reviewed partial Submission and does not constitute acceptance of the deletion of specified or required items not shown in the partial Submission.

.5 Coordinate submission of Submittals for related parts of the Work so the Submittals may be reviewed concurrently. Owner has the right to withhold action on a Submittal requiring coordination with other Submittals until related Submittals are received.

.6 Prior to Submission to the Owner, Contractor must certify all Submittals for compliance with the requirements of the Contract Documents. The Owner and Owner’s Consultants are entitled to rely upon the Contractor’s certification and the accuracy and completeness of the Contractor’s efforts supporting such certification.

.7 Contractor must resubmit Submittals as required until Owner’s acceptance is obtained.

.8 Contractor must make any required corrections and resubmit corrected Submittals until achieving acceptance.

.9 Unless otherwise specifically stated in the Contract Documents, Contractor must resubmit Submittals requiring resubmission within twenty-one (21) Days of return of Submittal by Owner.

.10 On resubmittals, clearly indicate all revisions, changes, and deviations from the original Submittal. This includes directing specific attention, in writing, to revisions other than those requested by the Owner on previous Submittals.

.11 Contractor must include answers to any questions or clarifications required by Subcontractors and/or Suppliers.

3.26.3 Submittal Copies
Generally, the number of required copies of Submittals is established or summarized in the Job Order’s Request for Proposal and Final Scope of Work.

3.26.4 Minimum Submittal Review Times

.1 Time for review shall commence on Owner’s receipt of a Complete Submittal.
.2 Time for review shall end on Owner’s return of Submittal.
.3 Unless otherwise specifically provided for in the Job Order Schedule, allow at least fourteen (14) Days for Owner’s review and return following Owner receipt of a Complete Submittal.
.4 Allow additional time if processing must be delayed to permit coordination with subsequent Submittals. Owner will advise Contractor when a Submittal being processed must be delayed for coordination.
.5 Allow at least fourteen (14) Days for Owner’s review and response to resubmittals.

3.26.5 Action & Distribution

.1 When “No Exceptions Taken” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents.
.2 When “Make Corrections Noted” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents and the corrections noted. The above two categories are considered as accepted Submittals. When other notations are indicated, Contractor is advised that no Work shall be Fabricated, Manufactured, or constructed, and Contractor must make a revised submission.
.3 Contractor must promptly distribute copies of the accepted Submittals to its Subcontractors, Suppliers, vendors, Fabricators and/or Manufacturers as applicable.
.4 Submittals received from sources other than through Contractor’s office will be “Returned Without Action” or may be discarded.
.5 Submittals that are not required by the Contract Documents may be returned to the Contractor “Returned Without Action” or may be discarded.
.6 Informational Submittals, on which Owner is not required to take action, will not be returned to the Contractor.

3.26.6 Use for Construction

.1 Use only final Submittals with mark(s) indicating acceptance by Owner or Designer of Record.
.2 No portion of Work requiring Submittals shall be commenced until Owner or Designer of Record, on the Owner’s behalf, has accepted the Submittal.
.3 Contractor must Fabricate, construct and furnish all Work in accordance with the accepted Submittals.
.4 Contractor must immediately upon receipt from Owner, distribute Owner accepted Submittals to all parties concerned.
.5 Contractor must keep at least one (1) copy of each accepted Submittal at the job site.

3.27 SHOP DRAWINGS

3.27.1 Contractor must furnish Shop Drawings for temporary work and methods of construction such as formwork, falsework, and for other temporary work and methods of construction Contractor proposes to use.
3.27.2 Contractor must Furnish scaled drawings showing how the Work of all trades (HVAC, plumbing, fire protection, electrical, etc.) will coordinate to form a complete Installation, and where Work affects existing buildings or parts thereof, and/or existing utilities.

3.27.3 Present Shop Drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, and room numbers shown on Drawings.

3.28 RESERVED

3.29 SAMPLES

3.29.1 Contractor must submit without charge such Samples as may be required by the Contract Documents.

3.29.2 Unless a greater quantity is required else ware in the Contract Documents, three (3) of each required Sample must be Submitted.

3.29.3 Tags or labels shall be securely affixed to samples and contain as a minimum, the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name, trade name, lot style, color, model, etc., locations of use, and Contract Document reference.

3.29.4 Owner will retain one of each Sample.

3.29.5 Contractor must not use any materials or equipment for which Samples are required to be submitted until Owner has performed such Submittal review, save only at Contractor's risk and expense.

3.29.6 Owner's review of any Sample is only for the characteristics thereof or for the uses named in such review and no other. Owner's acceptance of any Sample is not a modification or change of any requirements of the Contract Documents. Upon Owner's acceptance of any Sample or material, no additional Sample of that material will be considered and no change in brand or make is permitted.

3.29.7 Where variation in color, pattern, texture or other characteristic is inherent in the material or product to be Provided, the Contractor must Submit at least 3 multiple units that show approximate limits of the variations. Installed items or materials exceeding the variation of the accepted samples are considered defective Work.

3.30 SUBSTITUTIONS

3.30.1 Whenever in the Contract Documents any material, product, thing, or service is indicated or specified by grade, patent, brand, trade or proprietary name, or by Manufacturer, such specifications shall be deemed to be followed by the term “Or Equal” unless the Contract Documents provide that use of the item specified is necessary in the public interest or to match other such items in use or to be used.

3.30.2 Reserved

3.30.3 If the material, product, thing, or service offered by Contractor is not, in the opinion of the Owner’s Authorized Representative, substantially equal or better than that specified, then Contractor must furnish that material, product, thing, or service specified or one that in the opinion of the Owner's Authorized Representative is substantially equal or better in every respect.

3.30.4 The burden of proof as to the equality of any material, product, thing, or service Contractor proposes for Product Substitution is the responsibility of the Contractor.

3.30.5 The opinion of the Owner’s Authorized Representative of the substantial equality or superiority of any material, product, thing, or service proposed for substitution will be based on but not be limited to consideration of such factors as: physical characteristics of
weight, gauge, composition, hardness, toughness, ductility, durability, brittleness, etc., as compared to the specified item, or as delineated in the Contract Documents; dimensional compatibility with the materials it combines with to produce a unified design system; compatibility with products in use by Owner elsewhere; all aspects of finished appearance including form, texture and color, that may affect other design elements; performance, functionality, and ease and economy of maintenance and operation. Owner’s Authorized Representative will review and respond in writing to substitution submittals within fourteen (14) Days after receipt of all information Owner requires to make a final determination.

3.30.6 Owner will consider Job Order Proposals for substitution of materials, Products, things, or services only when such Job Order proposals are accompanied by full and complete technical data, and all other information requested by the Owner is submitted, in order to evaluate the proposed Product Substitution. Owner may require substantiating documents to prove quality, delivery time, and cost. Burden of proof as to comparative quality, suitability, and performance of offered materials, Products, things, or services is the responsibility of the Contractor. Owner’s Authorized Representative will be the sole judge as to such matters. In the event Owner’s Authorized Representative rejects the use of such Alternative(s) submitted, then one of the particular materials, Named Products, things, or services originally specified in the Contract Documents must be Provided.

3.30.7 Contractor is responsible for all design and engineering costs, Submittal and resubmittal costs, and costs of associated changes, for the review and acceptance of all proposed and accepted Product Substitutions. Costs incurred by Owner for additional Design Professional and/or CM services to process, design, engineer or adapt Product Substitutions may be deducted from payments to Contractor.

3.30.8 Installation of Substitutions

.1 Contractor must replace any substitution(s) installed without Owner's consent with the specified item(s) at Contractor's expense.

.2 Contractor must not proceed with any Product Substitution or change until Owner’s Authorized Representative has completed all reviews, made recommendations and granted consent.

.3 If Owner’s Authorized Representative accepts a Product Substitution, Contractor must make all changes in the Work including changes to Contract and Record Documents at no additional cost to Owner.

.4 If an accepted Product Substitution is more expensive than the specified material, process, or article Contractor must bear all additional costs of such material, process, or article so Provided.

.5 If mechanical, electrical, structural, or other changes are required for the Installation or fit of Alternative materials, articles, or equipment, or because of deviations from Contract Drawings and Specifications, such changes must not be made without written consent of the Owner’s Authorized Representative, and must be made without additional cost to Owner.

3.31 COMPLIANCE WITH LAWS AND REGULATIONS

3.31.1 Contractor must keep informed of governmental regulations that may affect the Work. Contractor must observe and comply with, and must cause all agents, employees, Subcontractors and Suppliers to observe and comply with said regulations. Contractor shall hold harmless and indemnify Owner and all its officers, employees and consultants against any liability or claim arising from or based upon the violation of any such regulations by Contractor, its agents, employees, representatives or Subcontractors and Suppliers.
3.31.2 This Contract is a Type I Contract, subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, the Contractor must comply with all of the following:

.1 Contractor must, during the term of this Contract, comply with all applicable federal, state and local rules, regulations, and laws.

.2 Contractors must maintain financial records adequate to show that County funds paid pursuant to the Contract were used for purposes consistent with the terms of the Contract. These records must be maintained during the term of this Contract and for a period of three (3) years from the termination of this Contract or until all Claims, if any, have been resolved, whichever period is longer, or longer if otherwise required pursuant to other provisions of this Contract.

3.31.3 The failure of the Contractor to comply with Document 00700 - Sub-Part 3.31.2 or any portion thereof may be considered a material breach of this Contract and may, at the option of the Owner, constitute a basis for the termination of the Contract. The Contractor will be furnished reasonable notice of any intended termination based on noncompliance with Document 00700 - Sub-Part 3.31.2, in accordance with Article 2.

3.32 TAXES, UTILITIES, PERMITS, AND FEES

3.32.1 Taxes: Contractor must pay any or all taxes imposed by Federal, State, or local governments, that were legally enacted as of the Bid date or subsequently enacted during the Contract Time, including but not limited to Federal excise tax and all State and local sales and use taxes. Owner will not furnish any tax exemption certificate or any document designed to exempt Contractor from payment of any tax on labor, services, materials, transportation, or any other items provided by Contractor pursuant to the Contract Documents.

3.32.2 Utilities: Unless otherwise stated in the Job Order, Contractor must arrange and pay for utility companies to provide and install permanent utility services and metering devices. Contractor must also pay for all utility usage charges until Owner’s Authorized Representative recommends final Acceptance of the Work to the Board of Supervisors.

3.32.3 Permits & Fees: Contractor must obtain and pay for all building permits, encroachment permits, and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, unless otherwise provided in the Job Order.

.1 Contractors must give all necessary notices and comply with all laws, ordinances, rules, regulations and lawful Orders relating to the Work, and to the preservation of the public health and safety, unless otherwise Directed by Owner’s Project Manager.

.2 If Contractor performs any work contrary to such laws, ordinances, Orders, rules and regulations, Contractor shall bear all costs attributable thereto.

.3 Contractors will not be charged for any permit required by County ordinances and issued by the County of Santa Clara.

.4 Contractors will be reimbursed for the direct cost of any required permits through a Non-Prepriced item with no mark-up.

3.32.4 Royalties & License Fees: Contractor must pay all royalties and license fees, and must defend all suits or claims for infringement of any patent rights and save Owner and its Consultants on this Project harmless from loss on account thereof.

3.33 EQUAL OPPORTUNITY REQUIREMENTS

3.33.1 The County of Santa Clara is an equal opportunity employer. Contractor must comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s equal opportunity requirements. Such laws include but are not limited to the
following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (§503 and 504); California Fair Employment and Housing Act (Government Code §12900 et seq.); California Labor Code §1101 and §1102. Contractor must not discriminate against any Subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff rates of pay or other forms of compensation.

3.34 PATENTS

3.34.1 Contractor must assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and must indemnify and hold harmless Owner and Owner's authorized representatives and Consultants, from all suits at law, or actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

3.35 NON-WAIVER

3.35.1 Neither Acceptance of, nor payment for the Work or any part thereof, nor any extension of the Contract Time, nor any possession or use by Owner, will operate as a waiver of any of the provisions of the Contract, nor will a waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

3.35.2 Conformance with any provisions in one part of the Contract Documents will not relieve Contractor from its responsibilities as set forth elsewhere in the Contract Documents.

3.36 UNFAIR BUSINESS PRACTICES CLAIMS

3.36.1 The Contractor's attention is directed to the following provisions of the Public Contract Code §7103.5 and Government Code §4550 through §4554, which are applicable to the Contractor and its Subcontractors: 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 awarding body all rights, title, and interest in and to all causes of action it may have pursuant to Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or pursuant to the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Payment to the contractor, without further acknowledgment by the parties.

3.37 STANDARDS FOR WORK & MATERIALS

3.37.1 **Work:** The Work must comply with all governing codes, including standards referred to by such codes and the Contract Documents, except said requirements are considered as minimum. When the Contract Documents call for materials of higher quality or performance, or larger sizes or capacity than required by said codes or standards, the requirements of the Contract Documents take precedence. This requirement does not operate to allow deviations from minimum code requirements.

3.37.2 **Material:** Material specified by reference to the number, symbol or title or a specific standard, such as a commercial standard, a Federal specification, a trade association standard, or other similar standard, must comply with the requirements thereof.

3.37.3 **References:** Standards referred to, except as modified in the Contract Documents, have full force and effect as though printed in the Contract Documents. Standards are not repeated, because Contractor and its Subcontractor and Suppliers are expected to be familiar with requirements governing or applicable to their work.
3.37.4 Intent: The Work of this Contract includes the furnishing of all labor, materials, equipment, tools, supervision, services and all other items needed to complete all the Work in accordance with the requirements of the Contract Documents. The Work encompasses all materials, labor, etc., not specifically mentioned in nor depicted by the Contract Documents, but that can reasonably be inferred as being necessary for complete performance of the Work.

3.38 CONFORMITY WITH CONTRACT DOCUMENTS & ALLOWABLE DEVIATIONS

3.38.1 The Contract Documents show such information as reasonably needed to convey a comprehensive idea of the Work contemplated. All authorized alterations affecting the requirements and information in the Contract Documents must be in writing.

3.38.2 Work and materials must conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Drawings or indicated in the Project Manual. Although measurement, sampling, and testing may be considered evidence as to such conformity, Owner's Authorized Representative is the sole judge as to whether the Work or materials deviate from the requirements of the Contract Documents, and the decision of the Owner's Authorized Representative as to any allowable deviation therefrom is final.

3.38.3 Contractor must follow any required sequence of operations set forth in the Contract Documents.

3.39 CONTROL OF MATERIALS

3.39.1 General Requirements

.1 Contractor must not purchase any materials, supplies, or equipment for the Work subject to any security interest or subject to a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or the Supplier.

.2 Contractor warrants free and clear title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon Completion of the Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claims, liens or charges of any kind. Contractor nor any person, firm, or corporation furnishing materials, labor or services for any Work has the right to place a lien upon the premises or any improvement or appurtenances therein.

.3 Nothing contained herein shall defeat or impair the right of persons furnishing materials, labor or services covered by any bond provided by Contractor for their protection, or any rights pursuant to any law permitting such persons to look to funds due Contractor held by Owner.

.4 The provisions of this Document 00700.3.39.1, “General Requirements”, must be inserted in all Subcontracts and material contracts and notice of its provisions must be provided to all persons furnishing material for the Work when no formal contract is entered into for such material.

3.39.2 Source of Supply & Quality of Materials

.1 Contractor must furnish all materials required to complete the Work, except materials that are designated in the Contract Documents to be furnished by Owner, or furnished by Owner in the performance of extra Work.

.2 Contractor must incorporate in the Work only materials conforming to the requirements of the Contract Documents.

.3 All materials Provided must be new, except as may be specifically provided in the Contract Documents.
.4 Inspections and tests may be made by Owner or its designated representatives, but such inspections and tests shall not be considered as a guaranty of acceptance of such material nor of continued acceptance of material offered as similar to that which may have been inspected or tested.

.5 All Owner performed inspections and tests are for Owner's benefit and are not a substitute for Contractor's own quality control program.

3.39.3 Owner Furnished Items

.1 Owner Furnished Items will be available at the dates and at the locations designated in the Job Order.

.2 Contractor is responsible for all items furnished by Owner in Contractor's custody. Once Owner Furnished Items are furnished to Contractor, loss or damage from any cause whatsoever must be remedied by Contractor who will be liable for the cost of replacing Owner Furnished Items and such costs may be deducted from any monies due or to become due to Contractor.

3.39.4 Foreign Materials & Assemblies

.1 Contractor must deliver materials or assemblies which are Manufactured or Fabricated outside of the United States ("Foreign Materials & Assemblies") to a location in Santa Clara County unless otherwise Directed in the Contract Documents, where they must be retained for sufficient time to permit inspection, sampling, and testing.

.2 Contractor, at no cost to Owner, must supply all facilities and arrange for all testing required by Owner. All testing by Contractor is subject to witnessing by Owner.

.3 Contractor must furnish Owner a Certificate of Compliance from the Manufacturer or fabricator of any Foreign Materials or Assemblies in accordance with Document 00700.3.39.7, "Certificate of Compliance." In addition, Contractor must furnish certified mill test reports clearly identifiable to the lot of material where required in the Project Manual or otherwise requested by Owner.

.4 Use of steel Manufactured outside the United States is restricted to steel which can be positively identified as having been rolled at the heat for which certified mill tests can be produced.

.5 Where Manufactured materials requiring mill test reports or Fabricated assemblies involving the welding of steel for structural steel members or the casting and prestressing of precast prestressed concrete members are to be performed outside the United States, such Manufactured materials or Fabricated structural members shall be provided only from those foreign Manufacturers and Fabricators who have previously established, to Owner's satisfaction, that they have the experience, knowledge, trained personnel, quality controls, equipment, and other facilities required to produce the quality and quantity of Work required.

.6 At Owner's option, prequalification of the plant and Manufacturer or Fabricator will be established either by the submission of detailed written proof thereof or through in-plant inspection by representatives of the Owner, or both.

.7 Contractor must make written application to Owner for approval for foreign Fabrication at the earliest possible time but in no case later than with the Contractor's Job Order Proposal. The application must list the specific units or portion of Work that will be Fabricated outside of the United States.

.8 Reserved

.9 All documents pertaining to the Contract, including but not limited to, correspondence, Bid Documents, Shop Drawings, Product Data, Record Documents, Requests for
Information, and all other Submittals and data must be written in the English language and all numerical data must use the foot-pound-second system of measurement.

.10 Attention is directed to Document 00700.7.3, “Liquidated Damages.” Contractor is not entitled to an extension of Job Order Completion Time for acts or events occurring outside of the United States, and it is Contractor's responsibility to deliver Foreign Materials & Assemblies into the continental United States in sufficient time to permit timely receipt at the Project Site.

3.39.5 Defective Materials

.1 All materials that Owner has determined do not conform to the requirements of the Contract Documents will be rejected whether in place or not. Contractor must remove all rejected materials immediately from the Project Site, unless otherwise permitted by Owner's Project Manager. No rejected material, or repaired defective material, shall be used in the Work, without Owner's written acceptance.

.2 Upon Contractor's failure to comply promptly with any Order of Owner made pursuant to the provisions in this Document 00700.3.39.5, “Defective Materials”, Owner has the right and authority to cause the removal and replacement of rejected material and to deduct the cost thereof from any monies due or to become due to Contractor.

3.39.6 Inspection at Source of Supply

.1 Owner may inspect the production of any material, or the Manufacture of any product at the source of supply. Such inspection, however, will not be undertaken until Owner is assured of the cooperation and assistance of both Contractor and producer. Owner or its authorized representatives shall have free entry at all times to the parts of the plant Manufacturing or producing such materials. Adequate facilities must be provided free of charge to make the necessary inspections. Owner assumes no obligation to inspect materials at source of supply.

3.39.7 Certificate of Compliance

.1 Owner may permit the use of certain materials or assemblies before sampling and testing if accompanied by a Certificate of Compliance stating that the materials comply in all respects with the requirements of the Contract Documents. The Manufacturer of the material or assembly must sign the Certificate of Compliance. A Certificate of Compliance must be submitted with each lot of material delivered to the Project and the lot so certified must be clearly identified in the Certificate of Compliance.

.2 Owner may sample and test all materials used pursuant to a Certificate of Compliance at any time. The fact that material is used pursuant to a Certificate of Compliance does not relieve Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents; and any such material not conforming to such requirements will be subject to rejection whether in place or not.

.3 Owner reserves the unrestricted right to refuse to permit the use of material pursuant to a Certificate of Compliance.

.4 Owner will set the form of the Certificate of Compliance and its disposition.

3.39.8 Testing

.1 Contractor must furnish without cost to Owner, adequate samples of all materials necessary for testing.

.2 Tests must be by a Laboratory accepted by Owner and paid for by Contractor.

.3 Contractor must pay all costs of all tests.

.4 If a test fails, Contractor must pay for subsequent tests until passage.
3.39.9 Property Rights in Materials

.1 Nothing in the Contract Documents shall be construed as vesting in Contractor any right of property ownership in the materials used in the Work after they have been attached or affixed to the Work or the soil, or after payment has been made for ninety percent (90%) of the value of materials delivered to the site of the Work, or stored subject to or within the control of Owner. All such materials become the property of Owner upon being so attached or affixed or upon payment of ninety percent (90%) of the value of material delivered to the Work site or stored subject to or within the Owner's control.

END ARTICLE 3
ARTICLE 4 — SUBCONTRACTORS

4.1 SUBLETTING AND SUBCONTRACTING

The Contractor must designate Subcontractors and the Subcontractor Value with each Job Order Proposal. The Contractor is required to post all Job Order Detailed Scopes of Work and associated subcontractor trade lists to the eGordian ‘Tools for Contractors and Subcontractors’ website within three working days of receiving a Request for Job Order Proposal and Detailed Scope of Work from the Owner.

4.1.1 The Contractor must adhere to the rules governing subcontracting as set forth in the Subletting and Subcontracting Fair Practices Act, commencing with Public Contract Code §4100 for Subcontractors listed as part of each Job Order Proposal. Subcontractor substitutions must be in accordance with provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100. Violations of this Act by the Contractor may subject the Contractor to penalties and disciplinary action pursuant to the Subletting and Subcontracting Fair Practices Act.

4.1.2 The Contractor is responsible for all Work performed pursuant to the requirements of the Contract Documents, including Work Subcontracted to others. All persons engaged in the Work of the Project are the responsibility of and subject to the control of the Contractor.

4.1.3 No Subcontractor will be recognized as such, and all persons engaged in the Work will be considered as employees of Contractor who is responsible for their work, which is subject to all the provisions of the Contract Documents.

4.1.4 When any Subcontractor fails to execute a portion of the Work in a manner satisfactory to Owner, the Contractor must remove such Subcontractor immediately upon written notice from Owner, and the Subcontractor must not again be employed on the Project.

4.1.5 Although the Project Manual is divided into Documents, Articles, Parts, Sub-Parts and Divisions, Sections, and Paragraphs it is not intended to provide a basis for the Bidding, assignment, or performance of the Work. Contractor is fully responsible for assigning the Work to the various Subcontractors, Suppliers and vendors that will be bidding or performing the Work. The Owner will not entertain requests to arbitrate disputes among Subcontractors or between the Contractor and Subcontractor(s) concerning responsibility for performing any part of the Work.

4.2 SUBCONTRACTUAL RELATIONS

4.2.1 By an appropriate agreement, Contractor shall require each Subcontractor and Supplier, to the extent of that Subcontractor’s or Supplier’s Work, to be bound to Contractor by the terms of the Contract, and to assume toward Contractor all the obligations and responsibilities which Contractor, by these Contract Documents, assumes toward Owner.

4.2.2 Said subcontracts and agreements must preserve and protect Owner’s rights pursuant to the Contract with respect to the Subcontractor’s or Suppliers Work so the subcontracting thereof will not prejudice such rights. Contractor must require each Subcontractor to enter into similar agreements with its Sub-subcontractors.

4.2.3 Contractor must make available to each proposed Subcontractor and Supplier, prior to execution of the subcontract or agreement, copies of the Contract Documents to which the Subcontractor or Supplier will be bound and, upon written request of the Subcontractor or Supplier, identify to the Subcontractor or Supplier any terms and conditions of the proposed subcontract or agreement that may be at variance with the Contract. Each Subcontractor must similarly make copies of all such Documents available to its proposed Sub-subcontractors.

4.3 CONTROL OF SUBCONTRACTORS

4.3.1 Contractor must:
.1 Schedule and coordinate the Work of all Subcontractors;

.2 Instruct all Subcontractors to consult with other Subcontractors to ascertain the locations of their various materials and to familiarize themselves with their own material locations, making such changes as required to obtain the best results;

.3 Instruct all Subcontractors to schedule their Work and cooperate with the other Subcontractors to avoid delays, interferences, and unnecessary work, to conform to the schedule of operations as indicated in the Official Progress Schedule, and make Installations when and where directed.

.4 Make all necessary changes, including removing and reinstalling of materials, at their sole expense if they fail to check with other Subcontractors, and their Installed Work is later found to interfere with Work of other Subcontractors.

.5 Follow up to ensure that all Subcontractors Install their Work when and where directed.

END ARTICLE 4
ARTICLE 5 — CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND AWARD SEPARATE CONTRACTS

5.1.1 Owner has the right to perform work at any time related to the Project with its own forces and/or to Award separate contracts in connection with other portions of the Project or other work on the site pursuant to these or similar conditions of this Contract.

5.1.2 When separate contracts are Awarded for different portions of the project or other work on the site, the term contractor in the Contract Documents in each case means the contractor who executes each separate Owner/Contractor Agreement.

5.2 COOPERATION WITH OWNER’S FORCES AND OTHER CONTRACTORS EMPLOYED BY OWNER

5.2.1 Unless otherwise indicated in the Contract Documents, Owner will provide for the coordination of the work of Owner’s own forces and of each separate contractor with the Work of the Contractor, who must cooperate therewith as provided herein.

5.2.2 When Contractor and one or more other contractors are employed by Owner on related or adjacent work, Contractor must not cause any unnecessary delay or hindrance to the other contractors.

5.2.3 If the performance of the Work of this Contract is likely to be interfered with by the simultaneous performance of the work of some other separate contract or contracts, the Owner will decide which contractors or Contractor may proceed.

5.3 MUTUAL RESPONSIBILITY

5.3.1 The Contractor must cooperate fully with Owner and all separate contractors including utility companies with regard to the execution of their Work as follows:

.1 The Contractor must cooperate fully with Owner and all separate contractors with regard to introduction and storage of their materials and equipment.

.2 The Contractor must coordinate with Owner, all separate contractors, and all utility companies with regard to construction scheduling, sequence of operations and site access, all subject to approval of the Owner. Contractor must include activities in Contractor’s Progress Schedule for all on-site activities performed by utility companies.

.3 The Contractor must coordinate and accommodate the concurrent installation of inserts, hangers, blocking, and all other items or embeds to be installed by others within or upon the Contractor’s Work. The Contractor must coordinate and schedule the concurrent installation of these items in such a manner to cause no Critical Path delay to its Work or the work of others.

.4 The Contractor must include interface flags in its Progress Schedule, monitor the schedule and progress of each other contractor whose work affects its Work, and is responsible for giving timely written notice to Owner of potential problems or interface issues.

.5 The Contractor must properly connect the Work to the work of Owner or the separate contractors.

.6 The Contractor must inspect the work of Owner or other contractors affecting the Work and promptly report to the Owner in writing irregularities or defects in the separate work that render it unsuitable for reception or connection of the Work.

.7 Failure of the Contractor to inspect and report constitutes acceptance of the other work as fit and proper to receive the Work, except as to defects that may develop in the other work after execution of the Contractor’s Work.
5.4 DISPUTES BETWEEN SEPARATE CONTRACTORS

5.4.1 Contractor is responsible to the other contractors for all damage to the other contractors’ work, persons, or property caused by Contractor’s operations, and for any loss suffered by such other contractors caused by Contractor’s own unnecessary delays or failure to finish Work within the Job Order Completion Time(s) specified. Contractor must indemnify and hold harmless Owner for any damages and losses caused by Contractor in connection with this Document 00700.5, "Construction by Owner or by Separate Contractors."

5.4.2 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor must, upon due notice, resolve the claim directly with such other contractor. If such separate contractor initiates legal action or alternative dispute resolution (ADR) process, Owner will notify the Contractor who must defend Owner in such proceedings at the Contractor's sole expense.

5.4.3 If a monetary obligation results from any lawsuit or ADR proceeding against the Owner, the Contractor is solely responsible for satisfying such obligation. In addition, the Contractor must pay Owner for all attorneys’ fees, and court costs as well as administrative, professional, consultant, inspection, testing and other consulting as service costs that Owner has incurred.

5.4.4 The Contractor must promptly remedy damage wrongfully caused by the Contractor to any completed or partially completed construction or to any property of Owner or separate contractors.

5.5 OWNER’S RIGHT TO CLEAN UP

5.5.1 If a disagreement or Dispute arises among the Contractor, separate contractors and/or Owner as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials and rubbish, Owner may clean up or cause to be cleaned up the waste, materials, and rubbish and allocate the costs among those responsible, and deduct each contractor’s share from progress payments due or to become due to each Contractor.

END ARTICLE 5
ARTICLE 6 — CHANGES IN THE WORK

6.1 GENERAL

6.1.1 Owner may at any time, without notice to the Sureties, by written Order, make changes in the Work within the general scope of the Job Order, including but not limited to additions, deletions or other revisions, and in the method and manner of performing the Work. Such changes will be Ordered in either of two ways, by:

.1 Field Modification, which is a written instruction, clarification or additional information communicated by Owner to Contractor Directing or Authorizing a minor adjustment in the Work or the requirements of the Contract Documents that does not change the Job Order Price or Job Order Completion Time; or by

.2 Supplemental Job Order, which is a written amendment to the Job Order, changing the Work, and/or the Contract Documents, and/or the Job Order Price, and/or the Job Order Completion Time, Approved by the Owner’s Authorized Representative.

6.1.2 The procedures for the issuance of such a Supplemental Job Order are the same as the procedures for the issuance of the original Job Order detailed in Supplementary General Conditions section 2.2. Any additions or deletions are therefore calculated by using the appropriate item in the Construction Task Catalog, times the quantity to be adjusted, times the appropriate Adjustment Factor. Time will be adjusted as appropriate for the Detailed Scope of Work.

6.1.3 Adjustment of Job Order Completion Time: There will be no adjustment of the Job Order Completion Time for changes that do not impact the Critical Path of the Official Progress Schedule. Contractor must document for the Owner how the change affected the Critical Path of the Official Progress Schedule and how the change increased (or decreased) the Job Order Completion Time to complete the Work.

6.1.4 Equipment on the Work

.1 The rental time to be paid for equipment already on the Project Site will be the time the equipment is in operation on the Work being performed, and in addition, will include the time required to move the equipment to the location of the Work and return it to the original location, except that moving time will not be paid for if the equipment is used at the Project Site for activities besides the Supplemental Job Order Work.

6.2 RESERVED

6.3 DELETED WORK

6.3.1 When Work is deleted, the Owner is entitled to a credit for the deleted Work.

6.3.2 The adjustment to the Job Order Price for deleted Work will be reflected in the Supplemental Job Order.

6.3.3 If Contractor has ordered acceptable material for the deleted Work before the date of notification of such deletion by Owner, and if orders for such material cannot be canceled, such material will be paid for by Owner at Contractor’s actual cost. In such case, the material paid for will become Owner’s property and Owner will pay the actual cost of any further handling. If the material is returnable to the vendor and if Owner so Directs, Contractor must return the material and Owner will pay the actual costs of returning the material, including reasonable and verifiable handling and restocking charges.

6.3.4 The actual costs or charges to be paid by Owner to Contractor for deleted Work will be computed in the same manner as the original Job Order with negative quantities.

6.4 DIFFERING SITE CONDITIONS
6.4.1 Contractor must immediately, and in any event no later than twenty-four (24) hours after discovery, and before such conditions are disturbed, notify Owner in writing of:

.1 Subsurface or latent physical conditions at the Project Site which Contractor asserts differ materially from those indicated in the Contract Documents; or

.2 Unknown physical conditions at the Project Site, of an unusual nature, which Contractor asserts differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

6.4.2 Owner will promptly investigate the conditions. If Owner finds that such conditions do materially differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performance of any part of the Work pursuant to this Contract, whether or not changed as a result of such conditions, an equitable adjustment will be made by the issuance of a Supplemental Job Order.

6.4.3 Contractor has no right to an adjustment in Job Order Price or the Job Order Completion Time pursuant to this Document 00700.6.4, "Differing Site Conditions", unless Contractor submitted the notice required in Document 00700 - Sub-Part 6.4.1, except that Owner may extend the notification time upon Contractor’s written request in order to obtain additional relevant information.

6.4.4 Contractor has no right to an adjustment in Job Order Completion Time or Job Order Price after accepting Final Payment pursuant to this Contract.

6.5 RESERVED

6.6 CONTRACTOR’S ACCEPTANCE OF JOB ORDERS

6.6.1 Contractor’s written acceptance of a Job Order or Supplemental Job Order constitutes final and binding agreement to the provisions thereof and a waiver of all Claims in connection therewith, whether direct, indirect or consequential. A general statement that the Contractor reserves their right to Claim additional time and/or money at a future date for Work associated with the Job Order is not permitted.

6.7 RESERVED

6.8 RESERVED

END ARTICLE 6
ARTICLE 7 — TIME

7.1 JOB ORDER COMPLETION TIME

7.1.1 Time is of the essence of this Contract.

7.1.2 Contractor must complete the entire Work of the Job Order Project and designated portions thereof within the Job Order Completion Time(s) stated in the Job Order, or any authorized extension(s) thereof.

7.1.3 Failure of Contractor to include an element of the Work required for performance of this Contract in the Official Progress Schedule, or inaccuracy in the Official Progress Schedule, does not relieve Contractor from responsibility for accomplishing the Work within the Job Order Completion Time(s) designated in the Job Order and will not constitute grounds for delay in completion of the Work or designated portion on the Work.

7.1.4 The Contractor must provide an adequate workforce, materials of proper quality, and equipment to properly execute the Work and to ensure completion of each part of the Work in with in the Job Order Completion Time.

7.2 NOTICE TO PROCEED

7.2.1 Owner’s Notice to Proceed will state the first Day of the Contract Time.

7.2.2 Notwithstanding other provisions of the Contract Documents, Owner is not obligated to accept or to pay for Work Provided by the Contractor prior to the first Day of the Job Order Completion Time designated in the Job Order Contract Notice to Proceed, whether or not Owner has knowledge of the furnishing of such Work.

7.2.3 Reserved

7.2.4 The Contractor will not be allowed on the site of the Work until the Contractor’s Contract Bonds and insurance comply with requirements of the Contract Documents.

7.3 LIQUIDATED DAMAGES

7.3.1 All Work and designated portions of the Work must be completed and ready for full use by Owner on, or prior to, the Job Order Completion Time(s) for the Work or designated portions of the Work specified in the Job Order or any authorized extension thereof.

7.3.2 If Contractor fails to complete the Work or designated portions of the Work within the Job Order Completion Time(s) as agreed upon based on the Approved Work Schedule, or any authorized extension thereof, it is understood and agreed that Owner will suffer damage. When Liquidated Damages are specified in the Job Order, the parties agree that it is impractical and extremely difficult to determine the amount of actual damage, it is agreed that Contractor will pay as fixed and liquidated damages, and not as a penalty, the sums set forth in the Job Order for each and every calendar Day of delay until the Work is completed, and Contractor and its Sureties are liable for the amount thereof. If Liquidated Damages are not specified in the Job Order, Owner may collect actual damages from contractor for late performance of the work.

7.3.3 Contractor acknowledges that the Liquidated Damages amounts set forth in the Job Order constitute a reasonable estimate of the damages Owner will actually suffer every Day during which completion of the Work or designated portion of the Work is avoidably delayed beyond the expiration of the Job Order Completion Time(s) designated in the Contract Documents Approved Work Schedule.

7.3.4 Owner may withhold actual or Liquidated Damages (per Job Order) from payments due to Contractor as such damages accrue, or, at Owner’s discretion, withhold Liquidated Damages from any payments that may become due, including retention and Final Payment (pursuant to California Government Code §53069.85).
7.4 ACCELERATION

7.4.1 Owner reserves the right to Direct the Contractor to accelerate performance of the Work or any portion of the Work by Supplemental Job Order. No action or direction of Owner other than an express written Order to accelerate performance of the Work shall be construed by the Contractor to be direction to accelerate the Work.

7.4.2 If the Contractor believes that some action or inaction on the part of Owner constitutes an acceleration directive, the Contractor must immediately notify the Owner in writing that the Contractor considers the actions or inaction an acceleration directive. This written notification must detail the circumstances of the acceleration directive.

7.4.3 Contractor must keep Daily cost and other Project records related to the Owner’s acceleration Directive separate from other Project costs and records, and must submit a written Daily record of acceleration cost to Owner at the end of each Day.

7.4.4 Allowable labor costs are limited to overtime or shift premium costs. Allowable equipment costs are only the cost of added equipment mobilized to the site to accomplish the accelerated Work effort.

7.5 INSPECTIONS AND CERTIFICATION

7.5.1 When Contractor believes the Work is complete, Contractor must submit to the Owner two (2) copies of a written certification that the Work is complete and request inspection by the Owner.

7.5.2 Within 7 Days of receipt of the request, the Owner will determine if the Work is sufficiently complete to be inspected, and inspect the Work and prepare a list of deficiencies in the completed Work (Deficiency/Punch List.)

7.5.3 If the Owner determines that Work is not sufficiently complete to be inspected, the Owner will issue a notice to the Contractor stating the Work is not sufficiently complete to be inspected. When Contractor believes the Work is complete, Contractor must request another Inspection, which will be processed pursuant to Document 00700 - Sub-Part 7.5.2.

7.5.4 When the Work including correction of all deficiencies identified in the Owner’s Deficiency List is acceptable to the Owner, the Owner will send a letter acknowledging Completion to the Contractor. The Completion letter will identify the actual date of Completion.

7.5.5 Liquidated Damages for late completion of the Work will cease to accrue on the date of actual Completion identified in the Owner’s Completion letter. Such letter will not constitute Acceptance but will establish conformity with the requirements of the Contract Documents for the Work and will serve to establish the date for cessation of the accrual of the Liquidated Damages.

7.5.6 If Contractor requests a third inspection of Work that is still incomplete, Owner may charge Contractor for the cost of inspection, and may deduct the amount from payments due or that become due to Contractor.

7.6 DELAY AND TIME EXTENSIONS

7.6.1 The Owner will consider extensions to the Job Order Completion Time(s) for the following reasons only if they affect the Critical Path of the Official Progress Schedule.

.1 Acts of God (as defined in public contract code §7105(b)(2)), or of the public enemy, acts of Government, acts of Owner, fires, floods, epidemics, quarantine restrictions, sanctioned strikes, freight embargoes, unusually severe weather, or delays of Subcontractors or Suppliers arising from unforeseeable causes beyond the control
and without the fault or negligence of both Contractor and such Subcontractors or Suppliers.

.2 Delays in progress due to an act of neglect by Owner only for the amount of delay time that occurs after Contractor has notified Owner in writing and the Owner has had a reasonable time to respond to the notification.

.3 An Approved Supplemental Job Order that by the issuance of this Supplemental Job Order designates a new Job Order Completion Time.

.4 Adjustments to the Contract Time(s) due to weather will be allowed only for unusually severe weather or resulting site conditions that affect the progress of activities on the Critical Path of the Official Progress Schedule.

.5 No Job Order Completion Time extension for rain will be allowed for any month until the number of Days of rain for that month as indicated below has been exceeded. Rainfall will be considered unusually severe only when the Days of rain (defined as more than one-tenth (1/10th) of an inch of rain per Day) in any month exceed the following number of Days of rain per month:

<table>
<thead>
<tr>
<th>Month</th>
<th>No. of Days</th>
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<tbody>
<tr>
<td>January</td>
<td>10</td>
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<td>February</td>
<td>9</td>
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<td>March</td>
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<td>November</td>
<td>9</td>
</tr>
<tr>
<td>December</td>
<td>10</td>
</tr>
</tbody>
</table>

.6 Contractor must exercise due diligence in protecting the Work and the Work site from the adverse impacts of weather by:

.6.a taking appropriate preventative actions before anticipated inclement weather to protect the Work and Work site from the potential adverse effects of the weather;

.6.b taking corrective action during the inclement weather to protect the Work and Work site from the actual and potential adverse effects of the inclement weather; and

.6.c taking correction action after the inclement weather to remedy, prevent, and/or mitigate the negative impacts of the adverse weather on the Work and the Work site.

7.6.2 Within twenty-four (24) hours from the beginning of any Critical Path delay to the Official Progress Schedule, Contractor must notify Owner in writing of the causes of delay.

7.6.3 Within fourteen (14) Days from the end of any Critical Path delay to the Official Progress Schedule, Contractor must submit two (2) hard copies and electronic data files on Compact Disks, of all supporting information to validate the impact of the delay on the Job Order Completion Time.

7.6.4 Owner will ascertain the facts and the extent of the delay and adjust the Job Order Completion Time(s) for completing the Work when, in Owner's judgment, the facts justify an adjustment. Owner's determination is final and conclusive.

7.6.5 Delay and Contractor's entitlement for delay will be determined as follows:
.1 The following definitions apply to Document 00700.7.6, “Delay and Time Extension”:

.a “Excusable Delay” means any delay in the Work caused by conditions beyond the control and without the fault or negligence of the Contractor.

.b “Excusable Non-Compensable Delay” means any Excusable Delay not solely the responsibility of the Contractor, such as, earthquake, fire, flood, cyclone, and inclement weather conditions that caused a delay of Work on the Critical Path. The financial inability of the Contractor or any Subcontractor, Sub-subcontractor or Supplier, or the default of any Subcontractor, Sub-subcontractor or Supplier is not a condition beyond the Contractor’s control. An Excusable Non-Compensable Delay may entitle the Contractor to an extension of the Job Order Completion Time, but will not entitle the Contractor to any adjustment of the Job Order Price.

.c “Excusable Compensable Delay” means any Excusable Delay caused by a delay of the Work on the Critical Path for which the Owner is solely responsible and which delay is unreasonable given the circumstances and not within the contemplation of the parties. An Excusable Compensable Delay may entitle the Contractor to an extension of the Job Order Completion Time and an adjustment of the Job Order Price.

.d “Non-Excusable Delay” means any delay in the Work resulting from causes within the control of the Contractor or due to the fault or negligence of the Contractor or its Subcontractors or Suppliers. A Non-excusable Delay shall not entitle the Contractor to an extension of the Job Order Completion Time or an adjustment of the Job Order Price.

.2 Whenever the Contractor foresees any delay in the prosecution of the Work, the Contractor must notify the Owner in writing of the potential delay. Such notification must specify in detail the cause asserted by the Contractor for the potential delay and provide a description of the anticipated effect of the potential delay on the most recent Updated Official Progress Schedule including identification of the activity numbers of the affected activities. Failure of the Contractor to submit such a notice within seven (7) Days after recognition of any incident or event giving rise to the potential delay will constitute a waiver by the Contractor of any request for extension of the Job Order Completion, and no extension of the Job Order Completion Time will be granted as a consequence of such delay.

.3 Within twenty-four (24) hours from the beginning of any Critical Path delay to the Official Progress Schedule, Contractor must submit written notice to the Owner of the delay. The notice must include identification of the affected activities, evidence of the cause of the delay, and within 14 Days of the end of the Critical Path delay, Contractor must submit a Time Impact Analysis per Document 00700.7.6.6, “Time Impact Analysis.”

.4 Owner has no obligation to consider any request for extension to the Job Order Completion Time(s) unless the Contractor satisfies the requirements set forth in the Contract Documents for providing notice of potential delay and submission of a Time Impact Analysis establishing the impact of the delay on the Critical Path of the Official Progress Schedule.

.5 Owner is not responsible to the Contractor for any constructive acceleration due to Contractor’s failure to comply with the submission and justification requirements of the Contract Documents for Job Order Completion Time extension requests. The Contractor’s failure to perform in accordance with the Official Progress Schedule shall not be excused because the Contractor has submitted Job Order Completion Time extension requests, unless and until Owner Approves such requests.

.6 Extension to the Job Order Completion Time(s) will not be allowed for delays on paths of activities containing Total Float Time per the latest Updated Official Progress
Schedule, providing such delay does not exceed the Total Float Time(s) on paths of activities on the latest Updated Official Progress Schedule.

.7 Any extension of Job Order Completion Time(s) granted the Contractor pursuant to this Document 00700.7, “Time”, does not constitute a waiver by Owner of, nor a release of the Contractor from, the Contractor’s obligation to perform the Work within the Job Order Completion Time(s) specified by the Contract Documents, as modified by the particular extension in question. Owner's decision to grant an extension of the Job Order Completion Time(s) due to one circumstance set forth in one request, shall not be construed as a grant of an extension for any other circumstance or the same circumstance occurring at some other time, and shall not be viewed by the Contractor as a precedent for any other request for extension of the Job Order Completion Time(s).

.8 If Owner Orders the Contractor to suspend Work pursuant to Document 00700.2, “Administration of the Contract”, the Contractor will not be entitled to any extension of the Job Order Completion Time(s), damages resulting from the suspension, unless the Contractor can establish that the suspension was Ordered without reasonable justification.

7.6.6 Time Impact Analysis

.1 The time impact analysis must provide information justifying the request for extension of the Job Order Completion Time(s) and stating the extent of the adjustment requested for the alleged delay. Time impact analysis must be in form and content acceptable to the Owner and include, but not be limited to, the following:

.a Time impact analyses must be based on analyzing the Official Progress Schedule in effect at the time the alleged delay or impact first occurred.

.b The Contractor must present fragmentary Critical Path Method (CPM) type network windows (fragnets) in time scaled precedent format, illustrating how Contractor proposes to incorporate the alleged delay into the Updated Official Progress Schedule in effect at the time the alleged delay or impact first occurred.

.c The Contractor must identify the activities that are proposed to be amended due to the alleged delay.

.d The Contractor must identify the preceding and succeeding activities in the Official Progress Schedule to which the fragnet(s) is to be connected.

7.6.7 Weather Delays

.1 Except for rain, if weather conditions are the basis for delays in the continuance or completion of the Work or any designated portion of the Work, Contractor must substantiate that the weather conditions were abnormal, based on the climatological data for the immediately preceding 10 year period, and could not have been reasonably anticipated.

.2 Rain will not be considered abnormal unless it results in precipitation that exceeds the maximum daily precipitation for the cumulative number of Days per month indicated in Document 00700 - Sub-Part 7.6.1.

.3 When the amount of rain is considered to be abnormal, extensions to the Job Order Completion Time(s) will be granted where the condition of the site, as determined by the Owner, is such that Contractor can perform no Work identified as Critical Path Work of the Official Progress Schedule.

7.6.8 Concurrent Delays

00700-59
.1 If an *Excusable Non-Compensable Delay* and an *Excusable Compensable Delay* operate to concurrently delay completion of the Work, the maximum extension of the Job Order Completion Time will be the number of Days from the commencement of the first delay to the cessation of the delay which ends last. Any adjustment of the Job Order Price will be in accordance with Document 00700.6, “Changes in the Work”, and will be based only on the number of Days of *Excusable Compensable Delay*, less the duration of the concurrence.

.2 If a *Non-excusable Delay* operates to concurrently delay completion of the Work with an *Excusable Non-Compensable Delay*, the maximum extension of the Job Order Completion Time will be the number of Days of concurrent delay plus the non-concurrent portion of the *Excusable Non-Compensable Delay*. The entire delay is non-compensable.

.3 If a *Non-excusable Delay* operates to concurrently delay completion of the Work with an *Excusable Compensable Delay* the maximum extension of the Job Order Completion Time will be the number of Days of concurrent delay plus the non-concurrent portion of the *Excusable Compensable Delay*. Any adjustment of the Job Order Price will be in accordance with Document 00700.6, “Changes in the Work”, and will be based only on the non-concurrent portion of the *Excusable Compensable Delay*.

END ARTICLE 7
ARTICLE 8 — PAYMENTS

8.1 GENERAL

8.1.1 Unless otherwise expressly provided for, Contractor shall accept the Job Order Price provided in the Job Order as full payment for all Work.

8.1.2 Reserved

8.1.3 Payment will not be made for: materials wasted or disposed of in a manner not called for pursuant to the Contract; rejected material of any kind; material rejected after it has been placed; and material placed outside of the Work limits shown on the Drawings. No compensation will be made for disposing of rejected or excess material.

8.1.4 Whenever Owner performs any portion of the Work at Contractor's request, the cost thereof will be charged against Contractor, and may be deducted from any amount due or to become due from Owner.

8.1.5 Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are Contractor's responsibility have not been taken, Owner may, after reasonable attempt to notify Contractor, cause such precautions to be taken and charge the cost thereof to Contractor, or may deduct such cost from any amount due or become due from Owner. Owner's action or inaction given such circumstances shall not be construed as relieving Contractor or it's Surety from any liability for such circumstances.

8.1.6 Payment does not relieve Contractor from its Contract obligations pursuant to the Contract; nor is such payment to be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to Owner. Responsibility of ownership shall remain with Contractor who is obligated to store, protect, repair, replace, rebuild or otherwise restore any fully or partially completed Work for which payment has been made; or replace any materials or equipment required to be Provided pursuant to the Contract which may be damaged, lost, stolen or otherwise degraded in any way before Acceptance of the Work, except as provided in Document 00700.13.1, “Use Before Acceptance.”

8.2 PROGRESS PAYMENTS

8.2.1 General: Contractor will be paid for the actual percentage of Work complete; however, in no event will the total payment exceed the total Job Order Price.

8.2.2 Reserved

8.2.3 Reserved

8.2.4 No payments will be made to Contractor until Contractor has met the requirements of Document 00700.3.24, “Official Progress Schedule.”

8.2.5 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

8.2.6 The Owner will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of $25,000 or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the work completed.

8.2.7 The Owner will establish the monthly pay period end dates. The Contractor must base their monthly progress payment period end dates on the dates established by the Owner.
8.2.8 Establishing the Work completed for each monthly request for payment is an estimate only, and no inaccuracy or error in said estimates operate to release Contractor or its Sureties from damages arising from such Work or from complying with each and every provision of the requirements of the Contract Documents. Owner has the right to correct any error made in any estimate for payment.

8.2.9 No such estimate or payment is required to be made when, in Owner's judgment, the Work is not proceeding in accordance with the requirements of the Contract Documents, or when in Owner's judgment the total value of the Work done since the last pay estimate amounts to less than $500.

8.2.10 Contractor is not entitled to have any payment made for Work performed so long as any lawful or proper Order concerning the Work or any portion thereof given by Owner to Contractor shall not have been followed.

8.3 RETENTION

8.3.1 Owner will retain five percent (5%) of the estimated value of the Work done, and five percent (5%) of the value of the materials procured and delivered but not yet used, or procured and stored in accordance with Section 01290, "Payment Procedures", as part security for the fulfillment of the Contract requirements by Contractor, and will pay to Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be withheld or retained pursuant to the provisions of the Contract Documents or allowed or required by law. No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

8.3.2 Reserved

8.3.3 In addition to any remedy authorized by law, all or a portion of the Job Order Price due Contractor and considered necessary by the Owner to satisfy pending or reasonably anticipated suits or claims for damages, may be withheld by Owner until disposition has been made of such suits or claims.

8.4 TIMELY PROGRESS PAYMENTS & INTEREST

8.4.1 California Public Contract Code §20104.50 sets forth the Legislature's intent for prompt payment to contractors and establishes the following procedures for timely progress payments and payment of interest:

.1 Any local agency which fails to make any progress payment within thirty (30) Days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of §685.010 of the Code of Civil Procedure.

.2 Upon receipt of a payment request, each local agency shall act in accordance with the following:

.a Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

.b Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) Days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

.c The number of Days available to a local agency to make a payment without incurring interest pursuant to California Public Contract Code §20104.50 shall be
reduced by the number of Days by which a local agency exceeds the seven-Day return requirement.

d A “progress payment” includes all payment due contractors, except that portion of the Final Payment designated by the contract as retention earnings.

e A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

8.5 SECURITIES IN LIEU OF RETENTION

8.5.1 Attention is directed to Document 00700.8.3, “Retention”, relating to the retention of funds during Contract performance, and to the requirements of California Public Contract Code §22300.

8.5.2 Contractor may substitute securities in lieu of the retention specified in Document 00700.8.3, “Retentions.” At Contractor’s request and expense, securities equivalent to the amount retained shall be deposited with Owner, or with a State or Federally chartered bank as escrow agent, who shall pay such monies to Contractor upon satisfactory Completion of the Contract.

8.5.3 Securities eligible for substitution hereunder shall be limited to those listed in California Government Code §16430, or to bank or savings and loan certificates of deposit. Contractor must be the beneficial owner of any securities so substituted for monies retained, and shall receive any interest or income thereon.

8.5.4 Any Escrow Agreement entered into pursuant to this Document 00700.8.5, “Securities in Lieu of Retention”, must be executed on the form furnished in the Bid Documents, Document 00550, “Escrow Agreement For Securities In Lieu Of Retention”. If the Contractor elects to receive interest on monies withheld in retention by a public agency, or to deposit securities in lieu of retention, the Contractor must, at the request of any Subcontractor performing more than five percent of the Contractor’s total Bid, make that option available to the Subcontractor.

8.6 STOP NOTICES

8.6.1 Owner will comply with California Civil Code Title 15, Chapter 4, §3179 and following, regarding Stop Notices.

8.6.2 All Preliminary and Stop Notices must be sent to the County at the address stated in the Notice to Bidders, and in accordance with the “STOP NOTICE INFORMATION” sheet in the Bid Form (Document 00410).

8.7 PAYMENTS WITHHELD

8.7.1 Owner may withhold payment(s) in whole or in part to such extent as may be necessary to protect Owner from loss from but not limited to:

1. Defective work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

3. Failure of Contractor to make payments properly to Subcontractors for labor, materials or equipment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Job Order Price, including any Liquidated Damages thereby due;

5. Damage to Owner or another contractor, or to other work or property;

6. Reasonable evidence that the Work will not be or had not been completed within the Job Order Completion Time;
.7 Failure to carry out the Work in accordance with the requirements of the Contract Documents, including failure to make required Submittals;

.8 Failure to submit certified weekly payrolls;

.9 Stop Notices filed, as more specifically provided in Document 00700.8.6, “Stop Notices”; Failure or refusal of Contractor to fully comply with the Contract requirements; or

.10 Costs to Owner resulting from failure of Contractor to complete the Work or designated portions of the Work within the Job Order Completion Time(s).

8.7.2 Whenever Owner withholds any monies otherwise due Contractor, Owner will furnish written notice of the amount withheld and the reasons therefore to Contractor.

END ARTICLE 8
ARTICLE 9 — PROTESTS, DISPUTES & CLAIMS

9.1 GENERAL PROVISIONS

9.1.1 Compliance with the Dispute Resolution procedures provided for herein is a condition precedent to filing a Claim.

9.1.2 The parties may modify this Document and the procedures prescribed herein by written agreement executed by both parties. Owner's execution of any agreement to modify this Article 9 is void unless approved by County Counsel as to form and legality.

9.1.3 Each party shall bear their own costs of any kind or nature, including but not limited to attorneys’ fees, incurred in relation to the Dispute Resolution Process set forth in this Article 9. Contractor’s costs incurred in seeking relief for Disputes and Claims are not recoverable from Owner.

9.1.4 CALCULATION OF ALL MONETARY AMOUNTS RELATING TO ALL DISPUTES AND CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS MADE UNDER PUBLIC CONTRACT CODE SECTION 9204) SHALL BE DONE IN THE SAME MANNER AS CHANGE ORDERS PER SECTION 01 26 00 (CONTRACT MODIFICATION PROCEDURES). NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY BE CLAIMED, REQUESTED OR RECOVERED BY CONTRACTOR OR BY ANY SUBCONTRACTOR.

9.2 DISPUTE RESOLUTION PROCESS

9.2.1 “Dispute” means an alleged act, error, or omission of Owner, its agents or employees, or action, condition, or other situation that has occurred that Contractor alleges may entitle it to an adjustment of the Contract Price or Contract Time and which, in Contractor’s opinion, is beyond the scope of the Contractor’s Work required by the Contract Documents, and that Contractor asserts or believes it may assert is the responsibility of Owner. The term “Dispute” is intended to be construed broadly and include disagreements of all types.

9.2.2 Every Dispute shall be stated with specificity in writing and signed under penalty of perjury and presented to the Owner’s Project Manager in a “Notice of Dispute” within ten (10) Days from the date Contractor discovers or reasonably should discover the Dispute. Contractor shall provide this Notice of Dispute even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should discover, the alleged act, error, omission, condition, or situation giving rise to the Dispute.

9.2.3 The Notice of Dispute shall be accompanied by all Documents substantiating Contractor’s position regarding the Dispute and shall:

.1 summarize the Dispute, including underlying facts, entitlement, schedule analysis, and quantum calculations;

.2 identify all of the issues, events, conditions, circumstances, and/or causes giving rise to the Dispute;

.3 provide a chronology of relevant events to date and correspondence;

.4 in the event that the Contractor seeks money in connection with the Dispute, provide an analysis of Dispute cost and all supporting Documentation of costs and any other damages claimed;

.5 in the event the Contractor asserts an effect on any schedule Milestones and/or Contract Time, include all pertinent scheduling data demonstrating the impact(s) on the Critical Path(s), Milestone(s), and or Contract Time in the Dispute, Contractor shall provide schedules and schedule analysis compliant with the Contract Documents,
including but not limited to Document 01 32 00 to justify time extension(s) (if requested);

.6 identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, Milestones, and/or Contract Time adjustments;

.7 include email digital photographs of the Dispute and provide Owner with contact information for all involved subcontractors and/or suppliers of any tier to facilitate the Owner’s review of Notice of Dispute;

.8 a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records demonstrating that those costs have actually been incurred. To the extent the alleged costs have not been incurred at the time the Dispute is submitted, actual cost records must be submitted on a current and ongoing basis not less than once a week during any period(s) costs are allegedly incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is allegedly incurred. At the direction of Owner, the alleged extra costs may be subject to further verification procedures (by way of example only and not by limitation, such as having an inspector verify the performance of alleged work on a daily basis); and,

.9 if the Contractor’s Dispute involves an alleged error or omission in the Contract Documents

.a an affirmative representation under penalty of perjury by Contractor and any affected subcontractors and suppliers that the alleged error or omission was not discovered prior to submitting a proposal for the Work, and

.b a detailed statement demonstrating that the alleged error or omission reasonably could not have been discovered.

9.2.4 Dispute Updates Required. If the unresolved Dispute or Claim persists longer than a single calendar month from the Notice of Dispute, then on the first day of each month, for each month until the Dispute is resolved, and any Work allegedly ascribed to the Dispute ceases, Contractor shall submit to Owner a Document titled “Dispute Update” that shall update and quantify all elements of the Dispute as completely as possible. Contractor’s failure to submit a Dispute Update or to quantify costs every month shall result in waiver of the Dispute for that month-long period. Dispute Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) of damage(s) of any kind or nature during the period covered by the noncompliant Dispute Update.

9.2.5 Dispute Log. Contractor shall maintain a continuing “Dispute Log” that shall list all outstanding Disputes and their value and status, and provide such log to Owner monthly as a condition of its monthly payment application when such is due. Such log shall be deemed Contractor’s representation of any and all Disputes then outstanding. Any Dispute that Contractor fails to include on the Dispute Log shall be deemed either waived and/or abandoned.

9.2.6 Failure to include as part of a Notice of Dispute all relevant supporting Documentation shall be deemed to have assented that the Work lies within the scope of the Contract Documents and shall result in waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price on account of any Documentation that was available to Contractor but not included as part of the Notice of Dispute. Contractor waives the right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price based on any Documentation that was available to Contractor at the time the Notice of Dispute was submitted but not provided until a later Dispute Update.
9.2.7 A timely Notice of Dispute is a condition precedent to Contractor seeking any further relief, including filing a Claim.

9.2.8 The Owner will review the Notice of Dispute and issue a written decision ("Decision on Dispute") to Contractor within thirty (30) Days from the date the Notice of Dispute and all supporting Documentation are received by Owner. The Owner has the option to meet with the Contractor or with any other party before issuing its Decision on Dispute.

9.2.9 If Owner does not issue a Decision on Dispute within thirty (30) Days after receipt of the Notice of Dispute (and all supporting Documentation), then the Owner will be deemed to have rejected the Contractor’s Dispute in its entirety, and if the Contractor intends to seek additional relief regarding the unresolved issues, the Contractor shall proceed with the Claims procedure below.

9.2.10 If the Owner’s Decision on Dispute completely resolves the Dispute, the Owner will prepare and process a Change Order, if applicable, or proceed in accordance with the resolution.

9.2.11 If the Owner’s Decision on Dispute provides that the Owner rejects the Dispute in whole or in part and the Contractor intends to seek additional relief regarding the unresolved issues of the Dispute, the Contractor shall proceed with the Claims procedure below.

9.2.12 Contractor shall require each Subcontractor (including any sub-Subcontractor and supplier) to comply with the Disputes procedure set forth in this Article 9 and to provide Contractor with timely notice and Documentation of all Disputes. Contractor shall present as its Disputes, all Subcontractor, sub-Subcontractor and supplier Disputes of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project. If Contractor asserts or intends to assert “pass through” Disputes of Subcontractors, then Contractor shall provide all Documentation including Documentation of liquidating agreements, supporting such Disputes.

9.3 CLAIMS PROCEDURE (IN COMPLIANCE WITH PUBLIC CONTRACT CODE SECTION 9204(d)).

9.3.1 “Claim” refers to “claim” as defined in Public Contract Code Section 9204.

9.3.2 Every Claim shall be stated with specificity in writing and signed under penalty of perjury and presented to the Owner’s Project Manager within ten (10) calendar days from the Decision on Dispute.

9.3.3 It is the intent of this Document that all Claims filed after the Decision on Dispute shall be in compliance with Public Contract Code Section 9204.

9.3.4 Individual unresolved Disputes may be aggregated into one or more Claim(s).

9.3.5 In the following paragraphs the term “section” shall refer to this Article 9; the term “public entity” shall mean Owner.

9.3.6 Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

9.3.7 If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified
mail, return receipt requested, the public entity shall have up to three (3) days following
the next duly publicly noticed meeting of the governing body after the forty-five (45)-day
period, or extension, expires to provide the claimant a written statement identifying the
disputed portion and the undisputed portion.

9.3.8 If the claimant disputes the public entity’s written response, or if the public entity fails to
respond to a claim issued pursuant to this section within the time prescribed, the claimant
may demand in writing an informal conference to meet and confer for settlement of the
issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified
mail, return receipt requested, the public entity shall schedule a meet and confer
conference within thirty (30) days for settlement of the dispute.

9.3.9 Within ten (10) business days following the conclusion of the meet and confer conference,
if the claim or any portion of the claim remains in dispute, the public entity shall provide
the claimant a written statement identifying the portion of the claim that remains in dispute
and the portion that is undisputed. Any payment due on an undisputed portion of the
claim shall be processed and made within sixty (60) days after the public entity issues its
written statement. Any disputed portion of the claim, as identified by the contractor in
writing, shall be submitted to nonbinding mediation, with the public entity and the claimant
sharing the associated costs equally. The public entity and claimant shall mutually agree
to a mediator within ten (10) business days after the disputed portion of the claim has
been identified in writing. If the parties cannot agree upon a mediator, each party shall
select a mediator and those mediators shall select a qualified neutral third party to
mediate with regard to the disputed portion of the claim. Each party shall bear the fees
and costs charged by its respective mediator in connection with the selection of the
neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute
shall be subject to applicable procedures outside this section.

9.3.10 For purposes of this section, mediation includes any nonbinding process, such as neutral
evaluation or a dispute review board, in which an independent third party or board assists
the parties in dispute resolution through negotiation or by issuance of an evaluation. Any
mediation utilized shall conform to the timeframes in this section.

9.3.11 Unless otherwise agreed to by the public entity and the contractor in writing, the mediation
conducted pursuant to this section shall excuse any further obligation under Section
20104.4 to mediate after litigation has been commenced.

9.3.12 Failure by the public entity to respond to a claim from a contractor within the time periods
described in this subdivision or to otherwise meet the time requirements of this section
shall result in the claim being deemed rejected in its entirety. A claim that is denied by
reason of the public entity’s failure to have responded to a claim, or its failure to otherwise
meet the time requirements of this section, shall not constitute an adverse finding with
regard to the merits of the claim or the responsibility or qualifications of the claimant.

9.3.13 Amounts not paid in a timely manner as required by the negotiations required under
Public Contract Code Section 9204 shall bear interest at 7 percent per annum.

9.3.14 Contractor shall present as its Claims all subcontractor claims or supplier claims of any
type or nature provided that the subcontractor or supplier claims comply with the Contract
Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any
other person or organization, or to any surety for or employee or agent of any of them, for
damages or extra costs of any type arising out of or resulting from the Project. If
Contractor asserts or intends to assert “pass through” Claims of Subcontractors, then
Contractor shall provide all Documentation including liquidating agreements supporting
such Claims.

9.3.15 The Claim shall be accompanied by all Documents substantiating Contractor’s position
regarding the Claim and shall:
.1 summarize the Claim, including underlying facts, entitlement, schedule analysis, and quantum calculations;

.2 identify all of the issues, events, conditions, circumstances, and/or causes giving rise to the Claim;

.3 provide a chronology of relevant events to date and correspondence;

.4 in the event that the Contractor seeks money in connection with the Claim, provide an analysis of Claim cost and all supporting Documentation of costs and any other damages claimed;

.5 in the event the Contractor asserts an effect on any schedule Milestones and/or Contract Time in a Claim, Contractor shall include all pertinent scheduling data demonstrating the impact(s) on the Critical Path(s), Milestone(s), and/or Contract Time and shall provide schedules and schedule analysis compliant with the Contract Documents, including but not limited to Section 01 32 00, to justify time extension(s) (if requested);

.6 identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, Milestones, and/or Contract Time adjustments;

.7 include email digital photographs of the Claim and provide Owner with contact information for all involved subcontractors and/or suppliers of any tier to facilitate the Owner's review of the Claim;

.8 if the Contractor's Claim involves alleged extra work by the Contractor or its subcontractors, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records demonstrating that those costs have actually been incurred. To the extent alleged costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current and ongoing basis not less than once a week during any period(s) costs are allegedly incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record allegedly is incurred. At the direction of Owner, alleged extra costs may be subject to further verification procedures (by way of example only and not by limitation, such as having an inspector verify the performance of alleged work on a daily basis; and,

.9 if the Contractor's Claim involves an error or omission in the Contract Documents:

.a an affirmative representation under penalty of perjury by Contractor and any affected subcontractors and suppliers that the alleged error or omission was not discovered prior to submitting a proposal for the Work, and;

.b a detailed statement demonstrating that the error or omission reasonably could not have been discovered.

9.3.16 Failure to include as part of a Claim all relevant supporting Documentation shall be deemed to have asserted that the Work lies within the scope of the Contract Documents and shall result in waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price on account of any Documentation that was available to Contractor but not included as part of the Claim. Contractor waives the right to assert, request, or demand any entitlement to an adjustment of the Contract Time or Contract Price based on any Documentation that was available to Contractor at the time the Claim was submitted but not provided until a later Claim Update (see Article 3.05.L).

9.3.17 Claim Updates Required. If the unresolved Claim persists longer than a single calendar month from the filing of the Claim, then on the first day of each month, for each month until the Claim, including any Work done related to the Claim ceases, Contractor shall submit to Owner a Document titled "Claim Update" that shall update and quantify all
elements of the Claim as completely as possible. Contractor’s failure to submit a Claim Update or to quantify costs every month shall result in waiver of the Dispute for that month-long period. Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s) for damage(s) of any kind or nature during the period covered by the non compliant Claim Update.

9.3.18 Claim Log. Contractor shall maintain a continuing “Claims Log” that shall list all outstanding Claims and their value and status, and provide such log to Owner monthly as a condition of its monthly payment application when such is due. Such log shall be deemed Contractor’s representation of any and all Claims then outstanding. Any Claim that Contractor fails to include on the Claims Log shall be deemed either waived and/or abandoned.

9.3.19 Each party shall bear their own costs of any kind or nature, including but not limited to attorneys’ fees, incurred in relation to the filing or otherwise seeking relief for a Claim made pursuant to Public Contract Code Section 9204.

9.4 INTERPRETATION AND EXECUTION.

9.4.1 Timely compliance with the procedures in this Article 9 for (1) Notice of Dispute and (2) Claim, which is then subject to the procedures in Public Contract Code Section 9204, constitutes a mandatory administrative remedy that Contractor must diligently pursue and exhaust. Failure to timely pursue any administrative remedy shall be deemed a waiver of additional proceedings including legal action. Compliance is mandatory and is a precondition to Contractor’s right to bring a legal action against Owner.

9.4.2 This Article 9 shall not be interpreted to supersede or limit any and all Contract notification procedures, procedures within the Contract Documents for administration of the Work, including but not limited to, procedures regarding changes to the Contract Documents, changes from conditions indicated in the Contract Documents, changes in the Contract Times, liquidated damages, differing site conditions and utility conflicts, testing and inspections, quality control completion and close out of the Contract. Rather, Contractor shall diligently pursue and comply with all such contract procedures.

9.4.3 Notwithstanding the pendency of contract administration procedures or disputes procedures set forth herein, Contractor shall at all times prosecute the Work in accordance with the Contract Documents as determined and directed by Owner. Contractor’s sole and exclusive remedy for Disputes and Claims shall be the procedures of this Article 9.

9.4.4 In any dispute resolution proceeding arising from the Contract Documents, including formal or informal proceedings for resolution of Disputes and/or Claims, the disputes shall be resolved by looking first to the terms of the Contract Documents. Only when the answer to the Dispute and/or Claim is not found in the Contract Documents, may the dispute be answered by reference to the more general prevailing laws. It is the intent of this provision to formalize the right of the parties, at all times, to rely on the terms of the Contract Documents.

9.4.5 Contractor shall consult with its own legal counsel regarding the requirements of the California Government Code and the California Public Contract Code and shall not request or purport to rely on legal interpretations from the Owner regarding these codes.

9.4.6 The time requirements set forth in this Document are subject to extension, in Owner’s sole discretion. No other feature or requirement of the Disputes and Claims procedures herein (and its Disputes and Claims waiver feature), may be waived or altered absent a written Change Order signed by both parties and approved as to form and legality by the Office of the County Counsel and as to form by legal counsel for the Contractor.
1. All Contractor requests for an extension of time shall be made in advance of time periods expiring. If Contractor requests an extension of the time period to file the Notice of Dispute, then Contractor's written request must include Contractor's certification that Contractor has complied with all notification procedures under the contract that may apply (e.g., differing site conditions, time extension, change order requests), pursuant to which Contractor will provide Owner with contemporaneous notification of the work and cost that is equivalent to or exceeds the information required under this Document 00 73 83. Owner may not grant an extension without this certification.

9.5 SETTLEMENT EFFORTS AND MEDIATION

9.5.1 Mediation hereunder shall be subject to all confidentiality requirements of the California Evidence Code and mediation and settlement efforts shall be and remain confidential.

9.5.2 Any mediators appointed hereunder to mediate a Claim shall be limited in their scope to the Claim for which mediation is demanded.

9.5.3 Owner shall not be deemed to waive or alter any provision under this Document 00 73 83, if at Owner's sole discretion, a Claim is administered in a manner not in accord with this Document 00 73 83. Under no circumstance may settlement negotiations or actions taken towards settlement of disputes or claims by either party be asserted as a waiver or impairment of rights, duties or obligations under the Contract Documents, including without limitation, the requirements of this Document 00 73 83. Owner may at all times assert and enforce all terms of this Document 00 73 83.

9.6 RESOLUTION OF CONTRACT CLAIMS

9.6.1 Upon failure of mediation under Public Contract Code Section 9204 or other statutory authority, in the Owner’s sole discretion, the parties shall use the Judicial Reference procedure as set forth b

9.6.2 The referee shall be a retired California state court judge. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of both parties.

9.6.3 If the Parties are unable to agree to a referee within ten (10) calendar days, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

9.6.4 The referee shall conduct the proceedings in accordance with the California Code of Civil Procedure, the State of California and Santa Clara County Rules of Court, and California Evidence Code, except as specifically agreed to by the Parties and approved by the referee.

9.6.5 The referee’s decision shall be decided under and in accordance with the law of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

9.6.6 The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of the California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

9.6.7 Costs of conducting Judicial Reference Proceeding.

.1 The cost of conducting a judicial reference proceeding shall be borne equally by the parties. The filing fee, witness fees, costs of discovery, or any other cost necessarily incurred by one party shall not be shared by any other party, except that the referee may allow the prevailing party to recover its costs and necessary disbursements, except attorneys’ fees, on the same basis as is allowed in civil actions. These costs
shall be taxed as in civil actions.

9.6.8 No party to this Agreement may recover its attorneys’ fees from the other.

9.7 ADDITIONAL PUBLIC CONTRACT CODE REQUIREMENTS

9.7.1 The provisions of Public Contract Code Section 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars ($375,000.00) or less which arise between a contractor and a local agency are incorporated here by this reference.

END ARTICLE 9
ARTICLE 10 — PROTECTION OF PERSONS AND PROPERTY

10.4 SAFETY PROVISIONS

10.4.1 Contractor is solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of work. This requirement applies continuously and is not limited to Normal Hours Of Work. No act, service, drawing or construction review, acceptance or other act by Owner, Inspector, Consultant or any other representative of Owner is intended to include review of the adequacy of Contractor’s safety measures at or near the Project Site, at any place of Fabrication, or anywhere else.

10.4.2 Contractor must take all necessary precautions on the Work for the safety of its workers, of Owner’s employees and the public, and must comply with all applicable Federal, State, and local safety laws and codes to prevent accidents or injury to persons on, about, or adjacent to where the Work is being performed.

10.4.3 Contractor must erect and properly maintain at all times, as required by the conditions and progress of the Work, all appropriate safeguards for the protection of workers and the public, and post danger signs warning against construction hazards, such as fire, toxics, pesticides, chemicals, odors, noise, vibration, equipment operations, obstructions, falling objects, falls and all other construction related hazards.

10.4.4 Contractor must designate a responsible member of its organization who will be present on the Project Site and who has the duty for prevention of accidents. Prior to starting Work, Contractor must submit a letter to the Owner providing the name and position of the person so designated.

10.5 CONFINED SPACE ENTRY PROGRAM

10.5.1 Contractor must comply with all State and Federal OSHA requirements, and all of Owner’s requirements regarding entry into confined spaces including but not limited to the following:

.1 Before starting any Work, submit for Owners review and acceptance four (4) copies of a Confined Space Entry Program applying to all existing permit-required confined spaces identified by Owner in the Contract Documents, or defined by regulations, and any confined spaces identified or created by Contractor or Owner during the Job Order Completion Time. Owner has the right to identify additional spaces to be treated as confined spaces by Contractor at any time during the Job Order Completion Time, without changing the Job Order Price or Job Order Completion Time if such additional spaces were created by Contractor.

.2 Maintain written records of all entries into confined spaces and all activities conducted in confined spaces.

.3 Coordinate all entry operations with Owner when both Contractor’s personnel and Owner’s personnel will be working in or near a confined space in the Project area. Owner will endeavor to give Contractor at least twenty-four (24) hours advance notice of such entry except in unforeseen situations and emergencies.

.4 Inform Owner in writing at the conclusion of entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces during entry operations.

10.6 PUBLIC SAFETY AND CONVENIENCE

10.6.1 Contractor must provide for the safety of the public during construction and conduct its operations to minimize the amount of work posing potential hazards to the public.

10.6.2 Contractor must pave pedestrian openings through falsework or Provide full width continuous wood walks, and keep all walkways clear. Contractor must protect pedestrians
from falling objects and water runoff. Overhead protection for pedestrians must extend not less than four (4) feet beyond the edge of a structure.

10.6.3 Contractor's equipment must enter and leave the Project area via access routes designated or accepted in writing by Owner, and move in the direction of public traffic at all times. All movements on or across public traveled ways must not endanger public traffic.

10.6.4 Contractor must immediately remove any spillage, debris, dirt, or mud resulting from hauling operations along or across any public traveled way.

10.6.5 Contractor must minimize inconvenience or obstruction to the public. When Contractor's operations create a condition hazardous to the public, Contractor must furnish, erect, and maintain such Temporary Fencing, barricades, lights, signs, and other devices as are necessary for direction of the public or to avoid accidents, damage, or injury to the public. Contractor must furnish such flagmen and guards as are necessary to direct the public or to give adequate warning of any hazardous conditions.

10.7 PROTECTION AND RESTORATION OF PROPERTY

10.7.1 California Civil Code §832 provides requirements relating to notification of adjacent property owners (30 Day notification required) and protection of adjacent property when performing excavation that may adversely impact the lateral and subjacent support to adjoining land or structures. In addition to these requirements and any other requirements imposed by law, Contractor must shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site of the Work which are in any way affected by the excavations or other operations connected with the Work pursuant to this Contract. Whenever any notice is required to be furnished by Owner or Contractor to any adjoining or adjacent landowner or other party before commencement of any Work pursuant to this Contract, Contractor must provide such notice. Contractor must indemnify and hold Owner harmless from any damages for which Owner may become liable in consequence of such injury or damage to adjoining or adjacent structures and premises.

10.7.2 Contractor must immediately repair any damage, arising from or in consequence of the performance of the Contract, to improvements or property, whether above or below the ground, private or public, within or adjacent to the Project. If, in Owner's opinion, Owner's best interests require such repair to be made before execution of any part of the Work included in this Contract, Owner will so notify Contractor who will delay or discontinue the performance of that part of the Work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of the Job Order Completion Time shall be allowed.

10.7.3 When Ordered by Owner to make any such repair, Contractor must start work thereon within four (4) hours and must prosecute the same with diligence to completion. Upon Contractor's failure to comply with such Order, or upon Contractor's failure to make immediate Emergency repairs which are necessary in the best interests of Owner or the public, Owner may cause such repairs to be made and deduct the costs thereof from any money due, or that may become due Contractor.

10.7.4 In an Emergency affecting the safety of life or property, including adjoining property, Contractor is authorized to act at its discretion, without special instructions or authorization from Owner, to prevent such threatened loss or injury, and Contractor must act whether or not instructed by Owner. Contractor must maintain adequate protection against damage to life and property involved in Project and on property adjacent thereto until Acceptance and must Provide all necessary guards, barricades, night lights, facilities, tools, equipment, materials and other needed or required protective devices.
10.7.5 Contractor will until Acceptance maintain adequate protection of all its Work and work performed by others pursuant to the Contract Documents from damage, loss, or defacement. Contractor must repair or replace any such damage and remove any damaged or defaced material or equipment from the premises at no extra cost to Owner except as may be due directly to errors in the Contract Documents or caused by Owner.

10.7.6 The Contractor must ensure the limits of Work to be free of graffiti or other similar defacements during the entire Job Order Completion Time; if such defacement occurs, the Contractor must promptly remove, repair, or correct the affected area(s). The Contractor must protect all exposed finished surfaces within the limits of Work (both temporary and final), with anti-graffiti coatings, and maintain such protection continuously during the entire Job Order Completion Time.

10.8 PRESERVATION OF CULTURAL RESOURCES

10.8.1 Pursuant to the National Historic Preservation Act of 1966, State laws and County ordinances, the following procedures are implemented to ensure historic preservation and fair compensation to Contractor for construction delays that may occur due to cultural resources discoveries.

10.8.2 In the event potentially historical, architectural, archaeological or cultural resources (hereinafter "resources") are discovered during subsurface excavations at the Project Site, the following procedures apply:

10.8.3 Owner will issue a "Cultural Resources – Suspend Work Order" Directing Contractor to temporarily suspend all operations at the location of such potential resources.

10.8.4 Such "Cultural Resources – Suspend Work Order" will be effective until such time as a qualified Consultant can assess the value of such resources and make recommendations. Any "Cultural Resources – Suspend Work Order" will contain the following:

.1 A description of the potential resource, its location, and the area where Contractor's Work is suspended;

.2 A description of what part or all of Contractor's Work is suspended;

.3 Instructions regarding suspension of orders by Contractor for materials and services;

.4 Guidance regarding action to be taken by Subcontractors;

.5 Estimated duration of the temporary suspension.

10.8.5 If the Consultant determines that the potential find is indeed a cultural resource, Owner will, as expeditiously as possible, advise Contractor in writing of the action to be taken regarding the find, and the anticipated time frame and extent of any Work suspension.

10.8.6 Adjustment of Contract Time and Contract Sum

.1 If, in the Notice to Bidders, the Work site was deemed "Archaeologically Sensitive", then the Job Order Completion Time(s) includes four (4) weeks of temporary suspension for cultural resources finds and there will be no payment for such suspension or any inefficiencies related thereto, up to a maximum cumulative duration of four (4) weeks delay to the Critical Path(s) of the Official Progress Schedule. If such suspension occurs, the first four (4) weeks of the Critical Path delay will be treated as an **excusable non-compensable delay** and the Job Order Completion Time will be extended in accordance with Document 00700.7.6, "Delay and Time Extensions."

.2 If a cultural discovery at an Archaeologically Sensitive site results in a cumulative Critical Path delay that exceeds four (4) weeks, then Contractor will be entitled to an adjustment for the Critical Path delay in excess of four (4) weeks by the issuance of a Supplemental Job Order. The Critical Path delay in excess of four (4) weeks will be treated as an **excusable compensable delay** and the Job Order Completion Time
will be extended in accordance with Document 00700.7.6, “Delay and Time Extensions.”

.3 If a cultural resource discovery was unforeseen (i.e. if the Work site was not deemed "Archaeologically Sensitive" in the Notice to Bidders), Contractor may be entitled to an adjustment by Supplemental Job Order in accordance with Document 00700.7.6, “Delay and Time Extensions.”

.4 If, as a result of a temporary suspension, Owner agrees that Contractor sustains a loss which could not have been avoided by judicious handling of its forces or equipment, or by redirection of forces or equipment to perform other Work on the Contract, Contractor will be paid for idle time of equipment and labor by Force Account as provided in Document 00700.6.8, “Force Account Work.”

10.8.7 Documentation

.1 Beginning with the first Day of suspension, and for each following Day, Contractor must maintain detailed hourly records of the labor and equipment idled by such suspension, plus substantiation as to why such labor and equipment could not be used on other parts of the Work if such were the case. Such records must be of a form acceptable to Owner, signed by Contractor, and are subject to verification by Owner.

.2 Failure by Contractor to furnish the aforesaid records constitutes a waiver of Contractor's right to an adjustment in the Job Order Price.

END ARTICLE 10
ARTICLE 11 — INDEMNIFICATION AND INSURANCE

11.1 EXHIBIT B-1

11.1.1 Indemnification and Insurance requirements are set forth in Exhibit B-1, “INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS.”

11.1.2 Exhibit B-1 is incorporated herein as though set forth in full.

11.1.3 Exhibit B-1 is located in Document 00850, “Indemnification and Insurance Requirements (Exhibit B-1)”

11.1.4 Contractor will be required to mail or fax all insurance documents evidencing coverage as required by 11.1.1 to the County of Santa Clara’s Insurance Tracking company.

Mail certificates to:
County of Santa Clara
Insurance Compliance
P.O. Box 100085-ZB
Duluth, GA 30096

Fax certificates to (517) 647-7900

END ARTICLE 11
ARTICLE 12 — UNCOVERING AND CORRECTION OF WORK

12.1 GENERAL

12.1.1 The Contractor must notify the Owner two (2) days prior to covering any Work.

12.1.2 If a portion of the Work is covered prior to Owner’s review, it must, if requested in writing by the Owner, be uncovered for Owner observation and replaced at the Contractor’s expense without change in the Job Order Completion Time.

12.2 CORRECTION OF WORK

12.2.1 The Contractor must promptly correct Work rejected by Owner or Work failing to conform to the requirements of the Contract Documents, whether or not Fabricated, Installed or completed. The Contractor bears the costs of correcting such rejected Work, including additional testing and inspections required and compensation for Owner services and expenses made necessary thereby. Contractor must submit three (3) copies of a Corrective Action Plan to the Owner by 10 a.m. of the third workday following receipt of a notice of non-conformance from the Owner.

12.2.2 Notwithstanding Document 00700 - Sub-Part 12.2.1, in the event of an Emergency constituting an immediate hazard to the health or safety of Owner’s employees, agents, representatives, property, or licensees, Owner may undertake, at the Contractor’s expense and without prior notice, all work necessary to correct such hazardous condition(s) when it was caused by work of the Contractor not being in accordance with requirements of the Contract Documents.

12.2.3 The Contractor must remove from the Project Site portions of the Work that are not in accordance with the requirements of the Contract Documents, and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 If the Contractor fails to correct nonconforming Work, as per Document 00700 - Sub-Part 12.2.1, or fails to remove nonconforming work, as per Document 00700 - Sub-Part 12.2.3, Owner may correct or remove the nonconforming Work per Document 00700 - Sub-Part 12.2.5.

12.2.5 If the Contractor does not submit a Corrective Action Plan or proceed with correction or removal of nonconforming Work, within such time fixed by the Contract Documents or written notice from Owner, Owner may remove and store the salvageable materials, articles and/or equipment at the Contractor's expense. If the Contractor does not pay all costs of such removal and storage within 14 Days after written notice, Owner may, upon 14 additional Days written notice, sell such materials articles and/or equipment at an auction or private sale, and shall account for the proceeds thereof, after deducting costs and damages that would have been borne by the Contractor, including compensation for Owner services and expenses made necessary thereby. If the proceeds of a sale do not cover all costs that the Contractor would have borne, the Job Order Price will be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor must pay the difference to Owner.

12.2.6 The Contractor bears the cost of correcting destroyed or damaged Work, which is caused by the Contractor's correction, or removal of Work that is not in accordance with requirements of the Contract Documents, including work performed by Owner or separate contractors that is damaged or destroyed by the Contractor during the Job Order Completion Time or Guarantee period.

12.2.7 Nothing contained in this Document 00700.12.2, “Correction of the Work”, establishes a period of limitation with respect to other obligations that the Contractor might have in the Contract Documents. Establishment of the Warranty/Guarantee period(s), as described in Document 00700.13.11, “Warranties & Guarantees”, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the
obligation to comply with requirements of the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3  ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If Owner prefers to accept any or all of the Work that is not in accordance with requirements of the Contract Documents, Owner may do so instead of requiring its correction and/or removal, in which case the Job Order Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not Final Payment to the Contractor has been made.

END ARTICLE 12
ARTICLE 13 — FINAL COMPLETION AND ACCEPTANCE

13.1 USE BEFORE ACCEPTANCE

13.1.1 Owner has the right to utilize or place into service any item of equipment or other usable portion of the Work before Acceptance of the entire Project. Whenever Owner plans to exercise said right, Owner will notify Contractor in writing, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service, hereinafter referred to as "Use Before Acceptance".

13.1.2 Until Owner issues such written notification, Contractor is responsible for all care and maintenance of all items or portions of the Work.

13.1.3 Upon Owner's issuance of written notice of Use Before Acceptance, Owner accepts responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice, excepting any injury or damage resulting from Contractor's actions or negligence.

13.1.4 If, by reason of Owner’s Use Before Acceptance, the premium for the Contractor’s bodily injury and property damage insurance is increased, Owner will reimburse the Contractor for the additional amount necessarily incurred, allocable to the area and the period of Owner’s occupancy, up to the Date of Acceptance of the Work.

13.1.5 Owner’s Use Before Acceptance does not constitute Acceptance of the Work, or any portion of the Work, by Owner, nor will it relieve the Contractor of responsibility for correcting defective and/or Deficient Work or materials found at any time before Acceptance of the Work or during the Guarantee period after Owner’s Acceptance. However, when the Project includes separate buildings, and one or more of the buildings is entirely occupied by Owner, then upon written request by the Contractor and by written consent from Owner, the Guarantee period on the building entirely occupied by Owner will commence to run from the date of Owner occupancy of such building or buildings.

13.1.6 Notwithstanding any Use Before Acceptance, Contractor retains full responsibility for fulfillment of all the requirements of the Contract Documents.

13.2 RESERVED

13.3 CONTRACTOR’S CERTIFICATION THAT ALL WORK OF THE PROJECT IS COMPLETE

13.3.1 When all Work is complete and after the Contractor has performed the final cleaning, Contractor must so certify to Owner’s Project Manager and request a Preliminary Walk-Through Inspection.

13.4 PRELIMINARY WALK-THROUGH INSPECTION

13.4.1 Within seven (7) Days of receipt of Contractor’s certification that all Work is complete, Owner's Project Inspector will make a Preliminary Walk-Through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.

13.4.2 If Owner’s Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner’s discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be charged to the Contractor.

13.5 FINAL INSPECTION

13.5.1 The Final Inspection will occur within seven (7) Days of the Contractor’s certification of final completion if the Owner’s Project Manager agrees with the Contractor’s certification.

13.5.2 If Owner’s Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work. After all deficiencies have been corrected, Contractor must initiate procedures for another
Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner’s discretion, any costs to Owner for additional Final Inspections may be changed to the Contractor.

13.5.3 Contractor’s Progress Schedule must include activities for Final Inspection.

13.6 RECOMMENDATION FOR ACCEPTANCE

13.6.1 After Final Inspection, the Owner’s Authorized Representative will recommend that the Owner formally Accept the Work if the Contractor has satisfactorily:

.1 Corrected all deficiencies observed during the Final Inspection and no new deficiencies have been observed

.2 Submitted Record Documents (As-Builts)

.3 Submitted copies of all documents required by Document 00700.3.14, “Disposal of Materials Outside Project Area” and Document 00700.3.15, “Hazardous Materials”

.4 Submitted two (2) copies of satisfactory evidence to Owner that all payrolls, material bills and other indebtedness connected with said Work have been paid

.5 Submitted all other required contract deliverables.

13.7 ACCEPTANCE OF THE WORK

13.7.1 After the Owner’s formal Acceptance of the Work, the Owner will record a Notice of Completion.

13.7.2 Owner’s Acceptance establishes conformity with the Contract except for delays in completion, latent defects, fraud, or such gross errors as amount to fraud, willful misconduct, or gross negligence, and subject to any Guarantee and Warranty, express or implied.

13.7.3 Determinations by Owner’s Authorized Representative that the Work is complete or Acceptance evidenced by a recorded Notice of Completion does not bar any action by the Owner against the Contractor pursuant to Document 00700.13.11, “Warranties & Guarantees”

13.8 FINAL PAYMENT

13.8.1 Provided that Owner has recorded a Notice of Completion, thirty-five (35) Days after the date of recording of the Notice of Completion by the County Recorder, Owner’s Project Manager will forward a request for Final Payment for the Work done pursuant to the Contract to the County Controller for payment. Owner will withhold from Final Payment such amounts that are in Dispute between Owner and Contractor, amounts subject to offset/setoff, and all other amounts that must be withheld by law (such as Stop Notice sums.)

13.8.2 All estimates and payments made, including the final estimate and payment, are subject to correction and adjustment for clerical errors in the calculations involved in the determination of quantities and payments. Contractor and Owner agree to pay to the other any sum hereby due.

13.9 CONTRACTOR’S DUTIES AND RESPONSIBILITIES AFTER ACCEPTANCE

13.9.1 After Acceptance of the Work by the Board of Supervisors, Contractor is relieved of the duty of maintaining and protecting the entire Work, and Contractor is not required to perform any further Work thereon, except as otherwise required by law or the Contract Documents.

13.9.2 Contractor is relieved of responsibility for injury to persons or property or damage to the Work that occurs after Owner’s Acceptance, provided that such injury/damage is not in any way caused by Contractor.
13.9.3 Owner's Acceptance does not relieve Contractor of responsibility for faulty materials or workmanship or of complying with the requirements of Warranties and Guarantees.

13.10 RETENTION PROCEEDS, WITHHOLDING AND DISBURSEMENT

13.10.1 Pursuant to California Public Contract Code §7107, within sixty (60) Days after the date of "completion" of a Job Order, the retention withheld by Owner shall be released, subject to all withholds required and authorized by law including Stop Notice claims and Liquidated Damages (pursuant to California Government Code §53069.85). In the event of a Dispute between Owner and Contractor, Owner may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of the Disputed amount.

13.10.2 For purposes of release of retention, "completion" means any of the following:

.1 The occupation, beneficial use, and enjoyment of the entire Work, accompanied by cessation of labor on the work of improvement.

.2 The Acceptance by Owner of the Work.

.3 After the commencement of Work, a cessation of labor on the Work for a continuous period of one-hundred (100) Days or more, due to factors beyond Contractor's control.

.4 After the commencement of Work, a cessation of labor on the Work for a continuous period of thirty (30) Days or more, if Owner records a Notice Of Cessation or a Notice Of Completion with the County Recorder.

13.10.3 Subject to Document 00700 - Sub-Part 13.10.4 below, within seven (7) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor must pay each of its Subcontractors from whom retention has been withheld, each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor, if the payment is consistent with the terms of the Subcontract. [public contract code §7107(d)]

13.10.4 Contractor may withhold from a Subcontractor its portion of the retention proceeds if a bona fide dispute exists between the Subcontractor and Contractor. The amount withheld from the retention payment shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

13.10.5 In the event that retention payments are not made within the time periods required by Public Contract Code §7107, Owner and Contractor withholding the unpaid amounts shall be subject to a charge of two percent (2%) per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

13.11 WARRANTIES & GUARANTEES

13.11.1 Neither the final Acceptance, nor payment, nor any provision in the Contract Documents relieves Contractor of responsibility for faulty materials or workmanship.

13.11.2 Contractor must Guarantee all workmanship and materials for a period of one year, or as specified in the Contract Documents, from and after the Date of Acceptance of the Work by Owner. Contractor may also be required to furnish a written Guarantee covering all or certain items of Work for varying periods of time from the Date of Acceptance of the Contract. The Work to be Guaranteed, the form, and the time limit of the Guarantee will be specified in the Contract Documents. Said Guarantee must be signed and submitted to Owner before Acceptance of the Work.

13.11.3 The Guarantee period begins at the Date of Acceptance. Contractor must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said Guarantee period without expense whatsoever to Owner.
13.11.4 The aforesaid one-year Warranty/Guarantee period does not in any way limit or waive Owner's rights to legal recourse for latent construction defects, pursuant to California Civil Code of Procedure §337.15 nor for patent construction defects pursuant to §337.1.

13.11.5 Approximately ninety (90) Days before completion of the entire Work of the Project, Contractor must meet with Owner regarding Warranty/Guarantee requirements. Owner will establish communication procedures for notifying Contractor of Warranty defects, priorities regarding the type of defect, time required for Contractor response, and other details deemed necessary by Owner for execution of the Warranty/Guarantee.

13.11.6 In the event of Contractor's failure to comply with the requirements of any Warranty/Guarantee required by the Contract Documents within three (3) calendar Days after being notified in writing, Owner may proceed to have the defects repaired and made good at the expense of Contractor who must pay all costs and charges immediately upon demand.

13.12 RESERVED

END ARTICLE 13
ARTICLE 14 — MISCELLANEOUS PROVISIONS

14.1 CONTRACTOR’S USE OF COMPUTER SOFTWARE

14.1.1 The Owner selected The Gordian Group’s Job Order Contracting (JOC) system for the execution of the JOC program. The Gordian JOC system includes The Gordian Group’s proprietary eGordian® JOC information management applications, construction cost data and Construction Task Catalog® (collectively “Proprietary Information”), which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified in the general conditions and as may be requested by the Owner. The Contractor shall be required to execute Gordian’s JOC System License and User Agreement, and shall pay a 1% JOC System License Fee on all work awarded to the JOC contractor by the Owner for access to the Gordian JOC system and Proprietary Information.

1 Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian’s Contract with the Owner, whichever is shorter, a non exclusive right, privilege, and license to Gordian’s proprietary JOC System and related proprietary materials (collectively referred to as “Proprietary Information”) to be used for the sole purpose of executing Contractor’s responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian’s JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian’s Contract with the Owner expires or terminates, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

2 Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party’s making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

3 The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

4 In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, this JOC System License shall take precedence.

14.2 RIGHTS IN LAND AND IMPROVEMENTS

14.2.1 Nothing in the Contract shall be construed as allowing Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the physical limits of the Project for any purpose whatsoever, either with or without compensation, nor act in conflict with any agreement between Owner and any owner, former owner, or tenant of such land, structure, or building.
14.2.2 Contractor must not occupy Owner’s property outside the Project limits as shown on the Plans or on maps available in Owner’s offices, unless Contractor enters into a written agreement with Owner.

END ARTICLE 14

END DOCUMENT 00700
SUPPLEMENTAL GENERAL CONDITIONS

Table of Articles

1. General........................................................................................................................... 2
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END OF TABLE OF ARTICLES
General
The following Supplemental General Conditions contain additions, changes, and deletions that supersede the General Conditions and apply only to the Job Order Contract.

ARTICLE 1 – GENERAL PROVISIONS

1.1 ABBREVIATIONS:
The following will be added to Section 1.1 ABBREVIATIONS:

1.1.1 JOC – Job Order Contract
1.1.2 JO – Job Order
1.1.3 DSW – Detailed Scope of Work
1.1.4 RFJP – Request for Job Order Proposal
1.1.5 CTC – Construction Task Catalog
1.1.6 NPP – Non-Prepriced

1.2 DEFINITIONS:
The Following Changes and Additions revise to Section 1.2 DEFINITIONS:

1.2.1 Adjustment Factor: The Contractor’s competitively bid price adjustment to the Unit Prices as published in the Construction Task Catalog. Contractors must bid four Adjustment Factors, one set for work to be accomplished during Normal Working and Other than Normal Working Hours for Non-Secured Facilities and one set for Normal Working and Other than Normal Working Hours for Secured Facilities. All Adjustment Factors are expressed as a multiplicative increase or decrease from the published prices in the Construction Task Catalog.

1.2.2 Award Criteria Figure: The composite Adjustment Factor, used to determine the low bid, as determined on the basis of the Award Criteria Figure Formula provided in the Bid Form.

1.2.3 Construction Task Catalog: A comprehensive listing of construction related specific repair or refurbishment tasks together with a specific unit of measurement and a Unit Price. (Also referred to as the ‘CTC’.)

1.2.4 Detention Facilities Adjustment Factors: Adjustment Factors that apply when Job Order Work is performed within a secured area of the Department of Corrections Main Jail North/South, Elmwood Correctional Facility, and Juvenile Probation and Juvenile Hall.

1.2.5 Detailed Scope of Work: The complete description of services to be provided by the Contractor pursuant to an individual Job Order. The Detailed Scope of Work will include documentation for a given project. Documentation may include a narrative description of the Work, partial design documents, or full design documents, depending on the complexity of the specific project. (Also referred to as ‘DSW’.)

1.2.6 General Facilities Adjustment Factors: Adjustment Factors that apply when Job Order Work is performed in all locations other than those defined by Detention Facilities Adjustment Factors.

1.2.7 Job Order: A document signed by the County that describes Work to be accomplished. The County has sole discretion to determine the number and scope of Job Orders issued. Each Job Order will include a Detailed Scope of Work, a firm fixed price, a time duration for the completion of the Work and any...
special conditions that might apply to that specific Job Order, such as Liquidated Damages. (Also referred to as 'Project').

1.2.8 **Job Order Price Proposal:** A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.

1.2.9 **Job Order Proposal:** The documents prepared by the Contractor stating a firm fixed price to perform a specific Detailed Scope of Work. The Job Order Proposal includes shop drawings and sketches, permits and submittals as necessary, a detailed Job Order Price Proposal comprised of line items from the Construction Task Catalog®, supporting documentation for any Non Pre-priced items, a construction schedule, a list of subcontractors, and other documentation as may be required by the County prior to the issuance of a Job Order. (Also referred to as Proposal).

1.2.10 **Job Order Plans:** The graphic and pictorial portions of the Job Order as defined in the Detailed Scope of Work, illustrating the design, character, location, and dimensions of the Work to be performed, generally including but not limited to, elevations, sections, details, schedules, General Notes, specific notes, and diagrams. Synonymous with “Drawings”, “Contract Drawings”, and “Plans”.

1.2.11 **Job Order (Task) Specifications:** Description of the manner of performing the Work, the quantities, qualities and types of materials to be furnished.

1.2.12 **Joint Scope Meeting:** Meeting at the project site attended by the County and the Contractor to jointly scope the Work before the Detailed Scope of Work is finalized.

1.2.13 **Non-Prepriced Tasks:** Units of Work that are not included in the Construction Task Catalog but which are within the general scope and intent of this Contract. (Also referred to as ‘NPP’).

1.2.14 **Normal Working Hours:** Standard Shift Work between the Hours of Work between 6:00 AM and 6:00 PM, Monday thru Friday.

1.2.15 **Other than Normal Working Hours:** Hours outside Normal Working Hours including all day Saturday, Sunday and County Holidays.

1.2.16 **Pre-priced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.

1.2.17 **Request for Job Order Proposal:** The County’s formal request for the Contractor to provide a Job Order Proposal for the Detailed Scope of Work referenced therein. (Also referred to as ‘RFJP’).

1.2.18 **Supplemental Job Order:** A written agreement entered into after the award of the initial Job Order that alters or amends the Job Order. Changes in the Work requested are accomplished by the issuance of a Supplemental Job Order. Changes involving extensions of Job Order Completion Time, and additive or deductive changes are accomplished by issuance of a Supplemental Job Order to the original Job Order.

1.2.19 **Task Specifications:** Description of the manner of performing the Work, the quantities, qualities and types of materials to be furnished.

1.2.20 **Unit Price:** The price published in the Construction Task Catalog® for a construction related specific repair or refurbishment task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and
1.3 CONFLICTS IN THE CONTRACT DOCUMENTS

The following paragraph replaces Section 1.6.1 CONFLICTS IN THE CONTRACT DOCUMENTS:

The Contract Documents are intended to be complementary, and to describe and provide for a complete Work. The following order of precedence governs the interpretation of the Contract Documents.

.1 Agreement
.2 Addenda (later takes precedence over earlier)
.3 Job Order (Including Detailed Scopes of Work and Requests for Proposal)
.4 Job Order plans
.5 Project Manual (IFB/RFP)
.6 Supplemental General Conditions
.7 Construction Task Catalog®
.8 The General Conditions and Requirements
.9 Technical Specifications
.10 Task Specifications

ARTICLE 2 — ADMINISTRATION OF THE CONTRACT

2.1 INFORMATION AND/OR SERVICES FURNISHED BY OWNER

The following paragraph is added as 2.2.3 to Section 2.2 INFORMATION AND/OR SERVICES FURNISHED BY OWNER:

County-furnished internet program will be provided to the Contractor for the posting of Job Order Scopes for subcontractors and the preparation of Job Order Price Proposals in response to County issued Request for Job Order Proposals. This program contains an electronic version (copy) of the Construction Task Catalog, which can be accessed on the Contractor’s computer system to locate and select desired items from the CTC. Once the desired items are selected, the software provides for selection of quantities and based on the selected quantities, extends and totals CTC costs for each Job Order price Proposal. The program permits introduction of Non-Prepriced Tasks and the application of the Adjustment Factors. The Program will also interface with the eGordian ‘Tools for Contractors and Subcontractors’ website. The installation and maintenance of the software is the responsibility of the County.
2.2 ADMINISTRATION OF THE CONTRACT

The following paragraphs are added to the end of Section 2.3 ADMINISTRATION OF THE CONTRACT:

2.3.1 All work is to be performed at Journeyman level for the trade required and as specified in the Job Order Contract Technical Specifications CSI 01 – 48 manuals found on the CD provided to the Contractor at the pre-bid meeting.

2.3.2 The scope of required Work will be determined by the Detailed Scopes of Work stated in each individual Job Order. All costs incurred with preparing Job Order Proposals are the sole responsibility of the Contractor.

2.3.3 Contractor will perform Work only as authorized by Job Orders issued by the County in accordance with the ‘Administration of Job Orders’. The Contractor must perform all Job Orders up to and including the Maximum Contract Value. The County must order at least the Minimum Contract Value.

2.3.4 The Contractor must provide all pricing, management, stamped or unstamped design drawings, shop drawings, documents, labor, materials, parts (to include system components), transportation, plant, supervision, and equipment needed to perform each Job Order. The Contractor must provide quality assurance as specified in strict accordance with the Contract.

2.3.5 In addition to the tasks and requirements stated in the Construction Task Catalog®, Technical Specifications CSI 01 through 48 and Task Specifications, the County may require Non Pre-priced Tasks incidental to work described in the Job Order. The parties will price these Non Pre-priced Tasks in accordance with the procedures set forth in the ‘Administration of Job Orders’.

2.3.6 Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

2.3.7 As Directed by the County the Contractor will provide incidental architectural or engineering design services in accordance with applicable State laws and the County’s insurance and indemnification requirements. All documents are subject to review and approval of the County. The County may require that design documents be prepared and provided in Computer Aided Design (CAD) format. Any cost for this work is included in the Contractor’s Adjustment Factor.

2.3.8 Each Job Order will be prepared under the direction of the County.

2.3.9 The Owner may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures and based on one or more of the following criteria:

1. Rotational selection among all Contractors, unless otherwise determined by the Owner.
2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
3. Balancing of work load (Job Order dollar volume and construction backlog) among Contractors.
5. Price, as it relates to the Owner’s independent cost estimate
6. Contractor’s responsiveness to the Owner on Job Orders.
7. Other appropriate criteria as deemed in the best interest of the Owner.

2.1.10 County staff will notify the Contractor in writing of a Joint Scope Meeting to discuss a potential Job Order.

2.3.11 Prior to the Joint Scope Meeting, the County will provide the Contractor with all appropriate information and documentation, if any, pertaining to the potential Job Order. The Contractor and their primary trade(s) will participate in the Joint Scope Meeting and visit the proposed site with County staff. At the Joint Scope Meeting the following items will be discussed:

.1 Job Order number and title
.2 Existing site conditions
.3 Presence of Hazardous Materials
.4 Methods and alternatives for accomplishing work and value engineering
.5 Definition and refinement of requirements
.6 General Scope of Work
.7 Requirements for stamped & unstamped design drawings, sketches, submittals, catalogue cuts, samples, shop drawings, etc.
.8 Tentative construction schedule (bar chart or critical path method schedule)
.9 **Liquidated damages if appropriate**
.10 Preliminary quantity estimates
.11 Staging areas, site access and protocol for admission
.12 Special conditions regarding unique facility operations and hours of operation
.13 Safety requirements
.14 Special insurance requirements
.15 Job Order Proposal due date

2.3.12 Making information available to Contractor is not to be construed in any way as a waiver of the aforesaid provisions, and **Contractor must satisfy themselves through their own investigations as to conditions to be encountered.**

2.3.13 Where investigation of subsurface conditions has been made by Owner in respect to foundation or other design, Contractor may inspect Owner's records of such investigation, including examination of samples and drill cores, if any.

2.3.14 When logs of test borings indicating a record of the data obtained by Owner's investigation of subsurface conditions are made available, **said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of bidders.**

2.3.15 Investigation of subsurface conditions is made for the purpose of design, and Owner assumes no responsibility, whatsoever, in respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. **There is no warranty or guarantee, express or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered.**

2.3.16 Upon completion of the joint scoping process, the County will issue a Request for
Job Order Proposal and a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. If Liquidated Damages will be applied to the Job Order, the County Representative will provide the appropriate information in the Request for Job Order Proposal or Detailed Scope of Work. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the Job Order Proposal. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

The Job Order Price Proposal shall be based on and the CTC line items associated with the Detailed Scope of Work, the unit of measure and the accurate quantities. Failure to provide accurate Job Order Proposals based on this criteria and/or Non Pre-priced as defined, shall be cause for Non-compliance with the contract requirements.

2.3.17 The Contractor is required to post from eGordian® a Detailed Scope of Work and associated subcontractor trade list on the eGordian® website, http://www.egordian.com/ ‘Tools for Contractors and Subcontractors’, within three working days of the issuance of the Request for Job Order Proposal and Detailed Scope of Work.

2.3.18 Job Order Proposal Development

The Contractor will prepare Proposals in accordance with the following:

.1 Pre-priced Tasks: The Contractor will identify the task and quantities required from the Construction Task Catalog® (CTC). The Unit Price set forth in the CTC serves as the base price. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

.2 Non Pre-priced Tasks (NPP): Non Pre-priced Tasks, if any, must be separately identified in the Proposal. These tasks are not set forth in the Construction Task Catalog®. Information submitted in support of Non Pre-priced Tasks includes, but is not be limited to, the following:

   .a Complete specifications and technical data, including task content, support drawings, task cost data, quality control and inspection requirements.

   .b Work schedule.

   .c Cost data will include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the task. Unless otherwise directed by the County, cost data will be submitted demonstrating that the Contractor sought and received three price quotes. The Owner may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable. The Contractor will provide an installed Unit Price (or demolition price if appropriate) which will include all costs required to accomplish the Non Pre-priced Task.

   .d The final price submitted for Non Pre-priced Tasks which are performed by the Contractor will be according to the following formula:
Contractor Performed Duties

A= The number of hours for each labor classification and hourly rates
B= Equipment costs (other than small tools)
C= Three independent quotes for all materials

Total Cost for self-performed work = (A+B+C) x 4% Adjustment Factor (Only if A & B cannot be priced out of the CTC)

For Work performed by Subcontractors:

If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the County’s approval as to why three quotes cannot be submitted.

D = Subcontractor Costs (supported by three quotes)

Total Costs of Non Pre-Priced Task = D x 4% Adjustment Factor

e Following approval by the County of a Non Pre-priced Task, the Non Pre-priced Task Unit Price will be entered into the computer data base and fixed as a permanent Pre-priced task which will no longer require price justification.

f The total extended price for the Non Pre-priced Task will be determined by multiplying the task Unit Price by the quantity required. The price offered in the Job Order Proposal will be determined by multiplying the total extended price by an Adjustment Factor of 1.00 (one).

g If a Pre-priced Task is present in the CTC, it must be used in the formulation of the Job Order Price Proposal. Immaterial differences between the proposed Work and description of a Pre-Priced Task are not a basis for classifying a Task as Non Pre-priced. Owner’s Project Manager’s determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task is final, binding and conclusive upon the Contractor.

h Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the Owner may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed $1,000.

3 The Contractor's Job Order Proposal must include support documentation to indicate that adequate engineering and planning for the Job Order has been done, and that the tasks proposed are reasonable for the Work to be performed. Documentation to be submitted with the Job Order Proposal must include, but not be limited to:

a. Job Order Price Proposal
b. Stamped & unstamped design drawings, calculations, specifications if required
c. Catalog cuts
d. Subcontractor and material supplier list
e. Construction schedule
f. Special Insurance
g. For special equipment a copy of the warranty document may be required.
h. Notification of Foreign Material (General Conditions 3.39.4)

Contractor's Job Order Proposal must be submitted by the date indicated on the RFJP. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, adequate time will be provided for preparation and submittal of the necessary documents and the Job Order Proposal. In urgent situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly.

2.2.19 Review of Job Order Proposal

.1 The County reserves the right to reject a Job Order Proposal for any reason. The County also reserves the right not to issue a Job Order if that is determined to be in the best interests of the County to do so or if the proposed cost exceeds the County's estimate. In these instances, the Contractor has no entitlement to reimbursement for Job Order Proposal preparation expenses including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the Owner. The County may pursue the performance of any Work by other means.

.2 By submitting a Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include all necessary Pre-priced and Non Pre-priced tasks and quantities in the Job Order Price Proposal prior to delivering it to the County.

.3 The County will evaluate the entire Job Order Proposal, including the correct tasks and quantities, and determine if the Contractor proposes to accomplish the Detailed Scope of Work in a manner acceptable to the County.

2.2.20 Issuance of the Job Order

1. A Job Order signed by the County will be provided to the Contractor. Each Job Order will include a Detailed Scope of Work, a firm fixed price, a time duration for the completion of the Work, and any special

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conditions that might apply to that specific Job Order, such as Liquidated Damages. After the County issues a Job Order the Contractor’s Detailed Job Order Price Proposal is of no significance. The Detailed Scope of Work becomes the Final Scope of Work. The Final Scope of Work defines the requirements of the Job Order. All provisions of this Contract are applicable to each Job Order. Job Orders will be written on an appropriate form.

2. The County may direct the Contractor to undertake and possibly complete urgent work prior to the issuance of a Job Order. The Contractor will be compensated in accordance with the provisions of this Contract. In such emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.

2.2.21 Unilateral Job Order.

If the Contractor has failed to submit a Job Order Proposal or the parties fail to reach an agreement, the County may issue a Unilateral Job Order. Compensation for the Work shall be in accordance with the CTC and terms and conditions of the Contract Documents. The Contractor must commence any work issued under a Unilateral Job Order in the time stated in the Job Order. Failure to commence Work may result in termination of this Contract for cause under 2.4.2. The issuance of a Unilateral Job Order will not prejudice any of the Contractor’s rights to make claims or appeal disputed matters.

2.2.22 Computer and Communications Equipment Requirements

The Contractor must maintain in an operational condition, a computer system capable of operating the software supplied by the County.
Using The Construction Task Catalog®

- Labor costs include time lost for normal work breaks, layout, measuring and cutting to fit, clean up of regular construction debris, inspection, per compliance, job meetings and start-up.

Equipment Costs:

- Equipment costs include all equipment required to accomplish the task including rigging and mobilization, except large equipment (e.g. crane, pile drivers, bulldozers, excavators, backhoes, bobcats etc.) which exclude mobilization.
- Equipment costs include all operating expenses such as fuel, electricity, lubricants, etc.

Material Costs:

- Material costs include the cost of the material be installed and all incidentals and accessories integral to the installation.
- Material costs include manufacturer's and fabricator's shop drawings.
- Material costs for roofing, drywall, VCT, carpet, covering, ceiling tile, pipe, conduit, concrete, etc. include an allowance for waste. This list is intended to be all inclusive, but descriptive of types of construction materials that are typically sold in standard lengths, sizes and weights.

Complete and In-Place Construction:

- Unit prices are for complete and in-place construction and include all labor, equipment and material required to complete the task as described in the CTC.
- Unit Prices include delivery, unloading and storages, materials, tools and equipment on site; moving materials, tools and equipment from storage area truck up to 2 ½ stories (2 stories with an attic) or within 125’ to reach the site.

CTC Information:

- This Construction Task Catalog® was developed and customized by The Gordian Group, Inc. specifically for County of Santa Clara, Facilities And Fleet, priced locally using current labor, material and equipment costs, and published in September 2013.
- The Gordian Group, Inc. licenses the use of this CTC and other proprietary information and software for the sole purpose of providing Job Order Contracting services to County of Santa Clara, Facilities And Fleet. Use of The Gordian Group's CTC and other proprietary information and software for any other purpose or by any other entity is expressly prohibited without the express written consent of The Gordian Group, Inc.

MasterFormat™

- The tasks in this Construction Task Catalog are organized using CSI's MasterFormat.

The Unit Prices Include:

Labor Costs:

- Labor costs include direct labor through the working foreperson level at straight-time prevailing wage rates including fringe benefits and an allowance for Social Security and Medicare taxes, worker's compensation, unemployment insurance and employee benefits.
- Labor costs are based on workers familiar with and skilled in the performance of the task following OSHA requirements.
Using The Construction Task Catalog®

☐ Unit prices exclude moving material and equipment greater than 2 ½ stories and handling material and equipment more than 125' (See 01661900).

☐ Unit prices for imported materials (aggregate, sand, soil, etc.) include delivery up to 15 miles from the closest approved source.

☐ Unit prices include all fasteners such as anchor bolts, lag bolts, screws, adhesive, wedge anchors, expansion bolts, roofing clips (excluding hurricane clips) that are required. Fasteners listed separately in the CTC are for use with Owner furnished material and equipment or relocating or reinstalling existing material and equipment.

☐ Unit prices exclude more substantial mounting material such as threaded rod or angle iron unless the task description states otherwise.

☐ Unit prices for doors and windows, duct work, plumbing fixtures, seamless floors, countertops, flashing, pitch pockets, skylights, curbs, roofing, etc. include sealant and caulking.

☐ Unit prices include testing, calibration, balancing and the like required to ensure proper installation, construction and performance (e.g. compaction test for backfill, balancing of heating ventilation and air conditioning, pneumatic or hydrostatic testing, soaking of joints, disinfection and flushing, others as required). Use of owner supplied materials, equipment or tying into existing equipment/piping may justify testing, balancing, etc.

Demolition:

☐ Unit prices for demolition include all labor, equipment and material required for the complete removal of the required items; clean-up of the area; and transferring down 2 ½ stories and within 125' of the site into a truck or dumpster for debris or to a designated area for owner requested items.

☐ Unit prices for demolition exclude costs for hauling (See 01741900), dump fees (See 01741900), dumpsters (See 01741900), trash chutes (See 01741900), and handling materials more than 2 ½ stories or more than 125' from the site (See 01661900), unless the task description states otherwise.

☐ If the item being demolished is attached to another item being removed and can be removed as one item, then that item shall not be priced as a separate demolition task, unless the component alone must be demolished to accomplish the task (e.g. demolition of pipe includes pipe fittings unless the fitting must be demolished separately to accomplish the task; demolition of a wood door includes hinges, hardware, closures, kick plates, etc.).

☐ The description "replace" includes the demolition of the existing item and the installation of the new item.

☐ The descriptions "remove and relocate" or "remove and reinstall" includes the removal, cleaning of item and installation of the existing item in either the same location or another location.

☐ The description "reinstall" includes the cleaning and installation of the existing item.

☐ Salvageable materials remain the property of the Owner and shall be turned over as directed when specified in the Job Order.

The Adjustment Factors Include:

BUSINESS COSTS:

☐ Overhead costs, including, unless specifically excluded in the Contract Documents, but not limited to:
  • home office overhead
  • insurance, bonds, and indemnification
  • project meetings, training, management and supervision
  • mobilization and close-out for the contract and each Job Order and
  • project office staff and equipment.

☐ Profit.
CONSTRUCTION RELATED COSTS:

☑ Subcontractor’s overhead and profit.
☑ All taxes for which a waiver is not available including material sales tax and equipment rental.
☑ Employee or Subcontractor’s wage rates that exceed the prevailing wage rates.
☑ Fringe benefits, payroll taxes, worker’s compensation, insurance costs and any other payment mandated by law in connection with labor that exceeds the labor rate allowances.
☑ Cost of financing the work.
☑ Business risks such as the risk of a lower than expected volume of work, smaller than anticipated Job Orders, poor Subcontractor performance, and inflation or material cost fluctuations.

PRICE VARIATIONS:

☑ Contractors may find differences in labor and material costs due to certain economic factors. Variations in labor cost can result from labor efficiency, labor restrictive working conditions and local work rules. Variations in material costs can also result from the quantity material purchased, the existing relationship with suppliers, and because the materials have been discontinued or have become obsolete.

☑ While diligent effort is made to provide accurate and reliable up-to-date pricing, it is the responsibility of the Contractor to review and analyze the unit price and to calculate their Adjustment Fact accordingly, prior to bidding.

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☑ Removing and returning Owner's furniture; furnishings (chairs, tables, pictures, etc. excluding modular furniture, wall or ceiling attach or fastened devices or furnishings, safes or of furniture requiring disassembly).
☑ Protection of all surfaces including those not in scope of work from construction dust, debris damage during construction up until final acceptance. The methods of protection include plastic, paper, sealing doors or windows, etc. the Contractor's responsibility.
☑ Daily clean-up.
☑ Final professional project clean-up.
☑ Costs resulting from inadequate supply of building materials, fuel, electricity, or skilled labor.
☑ Costs resulting from productivity loss.
☑ Working in extreme temperatures (below or above normal) or adverse conditions such as excess rain, wind, sleet or snow.
☑ Differences in project size; complexity and locat
☑ All costs for other than discreet items of specifically required to complete a particular Order.
GENERAL COSTS:

☐ This list is not exhaustive and is intended to provide general examples of cost items to be included in the Contractor’s Adjustment Factor as defined in the Contract.

☐ The only compensation to be paid to a Contractor for the unit price tasks will be:

<table>
<thead>
<tr>
<th>Published Unit Price</th>
<th>X</th>
<th>Installation (or Demolition)</th>
<th>X</th>
<th>Appropriate Adjustment Factor</th>
</tr>
</thead>
</table>

☐ No additional payments of any kind whatsoever will be made. All costs not included in the unit prices must be part of the Adjustment Factors.

ASSEMBLIES:

☐ Assembly unit prices take precedence over individual component pricing.

TESTING:

☐ Contractor will be paid for testing existing material, as required by the technical specifications and as directed by the Owner (record tests) at the unit price for the appropriate task. The cost of process quality control testing routinely performed by the Contractor is included in the unit prices for the individual tasks.

MISCELLANEOUS:

☐ For the purpose of quantity discounts, quantities are calculated on a per project basis. The quantity discount applies to the total quantity so determined.

☐ Whenever there are alternative tasks that may be selected to complete work, the Contractor shall select the most practical and economical tasks available (e.g., rental of equipment by weeks or months rather than days or painting by roller or spray rather than brush).

☐ Restricted Working Space is defined as any area with less than 3’ vertical or horizontal clearance and includes areas such as crawl spaces, ceiling plenums where the grid is not removed, narrow piping tunnels, and equipment rooms where the space to install the new work is congested as a result of equipment and piping placement that meet these dimensional restrictions. A Restricted Working Space modifier is available for certain mechanical piping and piping accessories tasks and for certain electrical conduit and conduit accessories tasks. Only those tasks with a modifier for Restricted Working Space are eligible for a price adjustment, and then only if the modifier applies to the contemplated tasks. A non pre-priced task will not be allowed because of Restricted Working Space for any CTC task.

☐ Confined Working Space is defined according to the OSHA definition 29 CFR 1926.21(b)(6)(i): “Any space having limited means of egress, which is
subject to accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere, including, but not limited to, storage tanks, process vessels, bins, boilers, ventilation and exhaust duct, sewers, underground vaults, tunnels, pipelines and open top spaces more than 4 feet in depth such as pits and tubes. The Contractor shall conform to all OSHA and Owner requirements for working in Confined Working Spaces. Required ventilation and air monitoring equipment tasks shall be priced from the CTC.

Whenever a material, article or piece of equipment is identified in the CTC or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, or make, the identification is intended to establish a standard. Any material, article or equipment of another manufacturer or vendor which performs satisfactorily the duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the Owner, the material, article or equipment so proposed is of equal quality, substance and function. The Contractor shall not provide, furnish or install any proposed material, article or equipment without the prior written approval of the Owner. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Contractor.

**SPECIFICATIONS:**

Specifications for tasks shall be interpreted as follows: All labor, material, equipment, spare parts, services, and work required by a specification shall be considered part of the unit price, unless the task description or technical specifications state otherwise.
MATERIAL WEIGHTS:

EARTHEAN MATERIAL

The following engineering values for establishing shrink/swell factors shall be used unless otherwise directed by the Owner.

<table>
<thead>
<tr>
<th>Material</th>
<th>In-place (Bank)</th>
<th>Loose (Excavated Materials)</th>
<th>Compacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth, Common (Average)</td>
<td>3170</td>
<td>2536</td>
<td>3520</td>
</tr>
<tr>
<td>Sand</td>
<td>2880</td>
<td>2590</td>
<td>3240</td>
</tr>
<tr>
<td>Earth, Rock Mix. (75% E/ 25% R)</td>
<td>3380</td>
<td>2370</td>
<td>3720</td>
</tr>
<tr>
<td>Earth, Rock Mix. (50% E/50% R)</td>
<td>3750</td>
<td>2710</td>
<td>4000</td>
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<tr>
<td>Earth, Rock Mix. (25% E/ 75% R)</td>
<td>4120</td>
<td>3140</td>
<td>3680</td>
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<tr>
<td>Gravel (Average)</td>
<td>3280</td>
<td>2730</td>
<td>3570</td>
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<tr>
<td>Limestone</td>
<td>4380</td>
<td>2690</td>
<td>3220</td>
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<tr>
<td>Riprap Rock (Average)</td>
<td>4500</td>
<td>2610</td>
<td>3150</td>
</tr>
<tr>
<td>Granite</td>
<td>4540</td>
<td>2640</td>
<td>3170</td>
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<tr>
<td>Basalt</td>
<td>4950</td>
<td>3020</td>
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<tr>
<td>Clay</td>
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</tr>
<tr>
<td>Gneiss</td>
<td>4550</td>
<td>2720</td>
<td>3180</td>
</tr>
</tbody>
</table>

1 Cubic Meter = 1.3080 Cubic Yards = 35.3147 Cubic Feet

1 Cubic Yard = 27 Cubic Feet = 0.7646 Cubic Meters

1 Foot = 12 Inches = 0.3048 Meters

1 Inch = 2.54 Centimeters = 0.0254 Meters

1 Kilogram = 2.2046 Pounds

1 Kilometer = 0.6214 Miles = 3280 Feet

1 Meter = 100 Centimeters = 3.2808 Feet

1 Mile = 5280 Feet = 1.6093 Kilometers

1 Pound = 0.4536 Kilograms

1 Square Foot = 144 Square Inches = .0929 Square Meters

1 Square Meter = 1.1960 Square Yards = 10.7639 Square Feet

1 Square Yard = 9 Square Feet = 0.8361 Square Meters

1 Ton = 2000 Pounds = 907.185 Kilograms

1 Yard = 3 Feet = 0.9144 Meters

BULK FACTORS FOR DEMOLITION:

The following bulk factors shall be used to calculate the volume of demolished material to be transported from the site, unless otherwise directed by the Owner.

- Asphalt = 1.25
- Concrete = 1.40

CONVERSIONS:

1 Acre = 43,560 Square Feet = 4046.8 Square Meters

1 Board Foot = 12" x 12" x 1" = 144 Cubic Inches

1 Centimeter = 0.3937 Inches = 0.0328 Feet

1 Cubic Foot = 0.03704 Cubic Yards = 0.02832 Cubic Meters

Sheet Metal Thickness (inches)

<table>
<thead>
<tr>
<th>Gage No.</th>
<th>Steel Sheet</th>
<th>Galvanized Steel Sheet</th>
<th>Stainless Steel Sheet</th>
<th>Aluminum Sheet</th>
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<tbody>
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<td>.018</td>
<td>.022</td>
<td>.019</td>
<td>.017</td>
</tr>
</tbody>
</table>
**STANDARD GEOMETRY:**

**Circle**
- Circumference = \(2 \pi r\) radius = \(\pi\) diameter
- Area = \(\pi r^2\) = \(\pi \left(\frac{\text{diameter}^2}{4}\right)\)

**Cylinder**
- Volume = \((\pi r^2)\) height
- Surface Area = \(2 \pi r^2 + (2 \pi r)\) height

**Sphere**
- Volume = \(\frac{4}{3} \pi r^3\)
- Surface Area = \(4 \pi r^2\)

\(\pi = 3.14159\)

**United Inch**
- The industry standard for measuring windows is the United Inch or UI. The UI is determined by adding the width and the height in inches

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**TRADEMARKS**

- Gordian JOC Solution, JOC Complete Solution Plus, PROGEN, eGord, ezIQC, Construction Task Catalog, Catalog Construction Tasks, DMAP, The Standard for Order Contracting and 6 Phase Development Implementation Process are either registered trademarks or trademarks of The Gordian Group Inc. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.
SEE ATTACHED EXHIBIT B-1

END DOCUMENT 00850
INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS

Indemnity

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier must accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

1. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.
2. When surety bonds are required, they shall be issued by companies that meet the following minimum requirements:

a. For projects in excess of $250,000:
   1. A California admitted surety with either a current A.M. Best rating of A IV or a current Standard and Poors (S&P) rating of A.

   OR

   2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

   OR

   3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

b. For projects under $250,000:
   1. A California admitted surety with either a current A.M. Best rating of B or a current Standard and Poors (S&P) rating of BB.

   OR

   2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

   OR

   3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

*C California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide: 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so, within 10 calendar days of receipt of a request to submit the instrument; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, within 10 calendar days of receipt of a request to submit the copy; 3) a certificate from County Clerk of Santa Clara County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended, within 10 calendar days of receipt of the certificate; 4) copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10, within 10 calendar days of receipt of a request to submit the statements.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.
D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Products/Completed Operations aggregate ** - $2,000,000
   d. Personal Injury - $1,000,000

   A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:
   a. Premises and Operations
   b. **Products/Completed Operations with limits of two million dollars ($2,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the County. For contracts whose maximum value is less than $80,000, Products/Completed Operations limits shall be one million dollars ($1,000,000) and two (2) years.
   c. Contractual Liability expressly including liability assumed under this Agreement. If the Contractor is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.
   d. Personal Injury liability
   e. Owners' and Contractors' Protective liability
   f. Severability of interest
   g. Explosion, Collapse, and Underground Hazards (X, C and U)
   h. Broad Form Property Damage liability

3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:
   a. Additional Insured Endorsement, which shall read:
“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

b. **Contractual Liability Endorsement:**

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

c. **X C & U (Explosion, Collapse and Underground) Endorsement:**

Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. **Claims Made Coverage**

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).

b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.

c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.

d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
5. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. **Workers’ Compensation and Employer’s Liability Insurance**

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

7. **Contractors’ Equipment Insurance**

On an “all risk” basis covering equipment owned, leased, or used by the Contractor. If the total value of equipment is less than $100,000 Contractor may self-insure this exposure. If total equipment value is $100,000 or more, insurance is required. Such insurance shall include an insurer’s waiver of subrogation in favor of the County. Contractor shall hold harmless the County for any loss or damage to the Contractor’s equipment. This coverage may be waived by the Insurance Manager, but the Contractor hereby releases and holds harmless the County for any loss or damages to its equipment.

8. **Builder’s Risk Insurance**

The County shall provide Builder’s Risk insurance (first party property insurance) on an all risk basis including flood with a limit of no less than the full replacement value of the work, and covering the work and all materials incorporated therein, and insuring the interests of the County, Contractor, and subcontractors. Insurance shall contain insurer's waiver of subrogation in favor of the Contractor and subcontractors. The Contractor shall be responsible for the first $50,000 of any loss. The County’s provision of Builder’s risk insurance is an economic convenience to the County, and does not change or revise the Contractor’s responsibility for the Work until County Acceptance, including but not limited to, losses that may exceed the insurance limits. Contractor may secure additional insurance, in Contractor’s sole and absolute discretion, and Contractor must include the cost of such insurance in Contractor’s bid.
E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Bond Requirements

1. Contract Bonds - Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both Contractor and the sureties.

a) The "payment bond for public works" shall be in an amount of one hundred percent (100%) of the Contract price, as determined from the prices in the bid form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.

b) The "performance bond" shall be in an amount of one hundred percent (100%) of the Contract price as determined from the prices in the bid form, and shall insure the faithful performance by Contractor of all work under
the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

Should any surety or sureties be deemed unsatisfactory at any time by the County notice will be given Contractor to that effect and Contractor shall forthwith substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

All alterations, time extensions, extra and additional work, and other changes authorized by the Specifications, or any part of the Contract, may be made without securing consent of the surety or sureties on the contract bonds.

2. Fidelity Bonds – Required only if contractor will be receiving advanced funds or payments. Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

CERTIFICATION HOLDER TO READ:
County of Santa Clara
Insurance Compliance
P.O. Box 100085-ZB
Duluth, GA 30096
**ABBREVIATIONS**

In addition to abbreviations indicated on the Drawings, references in the Project Manual to codes, regulations, trade associations, technical societies, recognized authorities, and other institutions may include the following organizations, which are sometimes referred to only by corresponding abbreviation. Not all abbreviations are listed and not all listed abbreviations are used. Unless otherwise specifically defined in the Contract Documents, when the following abbreviations are used, the intent and meaning will be interpreted as follows:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Organization</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association</td>
</tr>
<tr>
<td>AABC</td>
<td>Associated Air Balance Council</td>
</tr>
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**END OF SECTION 01090**
PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 - General
      a. 1.01 - Summary
      b. 1.02 - Related Documents And Sections
      c. 1.03 – Definitions
      d. 1.04 – Cost Breakdown
      e. 1.05 – Payment for Materials On-hand
      f. 1.06 – Applications for Payment
      g. 1.07 - Payment Application Form and Submission
      h. 1.08 – Administrative Submittals Required With Payment Applications
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms
      a. Cost Breakdown Form 01290F-1

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.8, “Payments”
B. Section 01450, “Contractor’s Quality Control (QC) System”
C. Section 01320, “Contractor Progress Documentation”

1.03 DEFINITIONS
A. Materials On Hand - Acceptable materials procured and delivered to the Project Site and suitably protected but not yet used in the Project, and at sole discretion of the Owner’s Authorized Representative, acceptable materials stored at off-site locations. All off-site storage must be in secured facilities with insurance coverages acceptable to Owner. Contractor’s surety must consent in writing to Contractor’s request for payment for materials stored off-site.

1.04 COST BREAKDOWN
A. Coordinate preparation of the Cost Breakdown with preparation of the Contractor’s Baseline Schedule.
   1. Correlate line items in the Cost Breakdown with other required administrative forms and schedules including payment request forms.
   2. Submit the Cost Breakdown to the Owner as required in Section 01320, “Contractor Progress Documentation.”
B. The Cost Breakdown must differentiate costs of labor, materials, equipment, supplies, overhead (including general conditions costs), and profit. The Cost Breakdown must cover and be cross-referenced to the activities on the Official Progress Schedule. The Cost Breakdown will be used in coordination with the Official Progress Schedule and as a basis for progress payments.
C. Mobilization cost and payment thereof is governed by Document 00700.8.2.3, “Mobilization Costs.” Separate mobilization costs must not be shown on the Cost Breakdown.
D. Except as Directed by the Owner, Submittal activities, Shop Drawing activities, and other similar general conditions administrative or engineering activities must not be cost loaded.

01290-1
E. Submit Cost Breakdown information, as appropriate, for each activity on the Official Progress Schedule. Costs must be broken down, organized and formatted as shown on Cost Breakdown Form 01290F-1 at the end of Section 01290, “Payment Procedures.”

F. Each Subcontractor’s activities must be separately identified on Cost Breakdown Form 01290F-1. The sum of the labor, materials, equipment, overhead and profit values for the Work of each Subcontractor identified on the Cost Breakdown Form must equal the value of the Subcontract between the Contractor and the Subcontractor indicated.

G. The sum of the values of the Contractor’s activities on Cost Breakdown Form plus the sum of the values of the Subcontractors activities on the Cost Breakdown Form 01290F-1 must equal the Contract Sum for the Project.

H. Overhead (including general requirements costs), and profit must be proportionally prorated over all cost loaded activities as a fixed percentage of the value of each activity.

I. A Cost Breakdown may be rejected if in Owner's opinion any item is unbalanced.

1.05 PAYMENT FOR MATERIALS ON HAND

A. Materials On Hand must be collected together and separated from other materials and clearly identified as property of Owner and must be accessible to Owner at all reasonable times for examination or other legal purposes.

B. For Materials On Hand to be considered for payment Contractor must request payment for them on Owner furnished or Owner Approved forms including accompanying documentation as required by Owner. Contractor must submit an original and two (2) copies to Owner not later than two weeks prior to the end of the payment application period. All accompanying documentation required by the Owner including evidence of purchase (and warehouse receipt when required) must be attached to the original. The Contractor must certify in writing that the subject materials meet the requirements of the Contract Documents.

C. The Contractor must submit and the Owner must have accepted all shop drawings and submittals for the Materials On Hand prior to the Contractor’s request for payment for said Materials On Hand.

D. The provisions allowing payment for Materials On Hand are intended to be applied to large items of equipment and construction materials of special manufacture or order for the Project.

1.06 APPLICATIONS FOR PAYMENT

A. The cut-off date (last day) for each progress payment is the last day of the month or as otherwise Directed by the Owner.

B. The period of construction Work covered by each application for payment is the period beginning the first day of the payment application period and ending with the last day of the payment application period.

C. Before the end of each payment application period, Contractor and Owner's Project Manager will jointly review Contractor's estimate of items of Work completed and acceptable Materials On Hand for which Contractor is requesting a progress payment. The joint review (job walk) will occur at the Project site.

D. Prior to the joint review, Contractor must provide Owner with two (2) copies of a progress estimate worksheet showing each activity on the Official Progress Schedule that has been started but is not yet complete. The worksheet will be used during the joint review to document the actual physical percentage complete of each started but uncompleted activity.

E. After the joint review, Contractor must prepare on Owner furnished or Owner Approved forms, a formal request for payment. Two (2) copies the formal request for payment must be submitted to the Owner no later than one day after the end of the payment period.

F. With the submission of the formal request for payment, Contractor must provide two (2)
copies of an updated Cost Breakdown, showing the total value, percentage completed, and earned value of each item. The updated Cost Breakdown must be submitted to Owner on Owner-furnished or Owner Approved forms.

G. Payment will be due to Contractor thirty (30) Days after receipt by Owner of a properly prepared progress payment request from the Contractor. Returned and resubmitted progress payment requests must state resubmission date.

1.07 PAYMENT APPLICATION FORM AND SUBMISSION

A. Use forms as furnished or Approved by the Owner.

B. Complete every entry on form.

C. All amounts billed must be submitted as whole dollar amounts.

D. A person authorized to sign legal documents for Contractor must sign the formal payment application.

E. The Owner will return incomplete applications “Returned Without Action.”

F. Entries must match data on the Approved Cost Breakdown

G. Include amounts of executed Change Orders as separate line items in the Cost Breakdown

H. Submit the signed original and one (1) copy of each application for payment to the Owner by a method ensuring receipt by Owner within 24 hours.

I. Owner will release retention in accordance with article 8.3; Contractor should not invoice Owner for retention.

1.08 ADMINISTRATIVE SUBMITTALS COINCIDING WITH PAYMENT APPLICATIONS

A. Administrative actions and submittals that must coincide with submittal of each application for payment include the following:
   1. Certified Payroll (Must be submitted within 10 Days from payment period end date.)
   2. Updated (As-Built) Record Documents (Must be updated prior to payment period end date)
   3. Updated Official Progress Schedule (Must be submitted with request for Progress Payment)
   4. Earned Value statement based on Updated Official Progress Schedule and approved Cost Breakdown (Must be submitted with request for Progress Payment)
   5. Updated Procurement Status Log (Must be submitted with request for Progress Payment)
   6. Updated Submittal Log (Must be submitted with request for Progress Payment)
   7. Monthly Report (Must be submitted within 3 days from payment period end date.)

B. Final payment application
   1. Submit, on forms furnished or Approved by the Owner, two (2) copies of a final application for payment with supporting documentation not previously submitted and accepted, including, but not limited, to the following:
      a. Evidence of completion of Project closeout requirements.
      b. Evidence that claims have been settled.
      c. Other documents as required by the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS
COST BREAKDOWN FORM 01290F-1

CONTRACTOR:  
ADDRESS:  
BID PACKAGE:  
CONTRACT NUMBER: 

<table>
<thead>
<tr>
<th>CONTRACTOR/ SUBCONTRACTOR</th>
<th>*ACTIVITY NUMBER</th>
<th>ACTIVITY DESCRIPTION</th>
<th>LABOR $</th>
<th>MATERIAL $</th>
<th>EQUIPMENT $</th>
<th>**SUBCONTRACTOR OVERHEAD &amp; PROFIT @ FIXED %</th>
<th>**CONTRACTOR OVERHEAD &amp; PROFIT @ FIXED %</th>
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*Activity Number from Official Progress Schedule  
**Overhead (including general requirements costs), and profit must be proportionally prorated over all cost loaded activities as a fixed percentage of the value of each activity.

END OF SECTION 01290
SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 – Project Manager / Superintendent Safety Training
      d. 1.04 – Coordination
      e. 1.05 – Pre-work Verification
      f. 1.06 – Administrative Actions
      g. 1.07 – Conservation
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3, “Contractor’s Responsibilities”
B. Section 01725, “Survey & Field Engineering” Section 01315, “Project Meetings”
C. Section 01320, “Contractor Progress Documentation”
D. Section 01450, “Contractor’s Quality Control (QC)”

1.03 PROJECT MANAGER / SUPERINTENDENT SAFETY TRAINING
All Contractor Project Managers and on site Superintendents shall possess an OSHA 30 hr. Construction Safety, Outreach Training certificate that is not over 5 years old. Certificate shall be presented to the County before said Project Manager or Superintendent will be permitted to perform on this contract.

1.04 COORDINATION
A. Contractor must not delegate Contractor’s responsibility for coordination of the Work to any Subcontractor.
B. Contractor must provide a General Superintendent whose sole responsibility is administration of the Contractor’s Work and the coordination of the Work of the Contractor’s Subcontractors and suppliers.
C. Contractor must provide administrative and supervisory personnel as needed or required for timely compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
D. Contractor must ensure that each Subcontractor provides personnel as reasonably required for management and coordination of the Subcontractor’s Work and for coordination of the Subcontractor’s Work with the Work of the entire Project.
E. Contractor must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire Project including but not limited to:
   1. Coordinating all aspects of the Work as required to provide the Owner with a complete and operable facility.
   2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire Project.
3. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.

4. Coordinating the Work included in different Sections of the Project Manual that depend on each other for proper installation, connection, and operation.

5. Coordinating the Work of all Subcontractors and suppliers.

6. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.

7. Coordinating electrical/mechanical Work, particularly between general trades and mechanical/electrical trades, including the work of Owner and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly Provided and Installed as Work progresses.

8. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown or as reasonably implied by the Contract Documents.

9. Coordinating for future installation of work by others that is not included in the Contractor’s Work but is shown or specified in the Contract Documents.

10. Coordinating delivery of materials in accordance with the Official Progress Schedule.

11. Coordinating and cooperating in the timing and sequencing of Contractor’s Work with the work of other contractors or the Owner.

12. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installation.

13. Making adequate provisions to accommodate items scheduled for later installation by Contractor, Owner, or other contractors.

14. Checking the drawings of the Owner or other contractors for interferences with Contractor’s Work and promptly reporting to Owner, in writing, any potential interferences between the Contractor’s Work and the work of Owner or the work of other contractors.

15. Utilizing the Contract Documents and Owner accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.

16. Furnishing to other contractors, whose work is fitted to Contractor’s Work, Record Documents, Coordination Drawings, details, and erection drawings giving full information regarding the Fabrication, assembly, and installation of Contractor’s Work.

17. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.

18. Resolving disputes between Subcontractors.

1.05 PRE-WORK VERIFICATION

A. Prior to starting a particular type or kind of Work:

1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed;

2. Check Owner accepted Submittals and verify dimensions at Project Site;

3. Review manufacturers instructions applicable to conditions under which Work is to be installed;

4. Inspect areas, surfaces or construction receiving the Work.
5. Report to Owner in writing and concerns, issues, or problems observed during Contractor’s Pre-Work verification.

B. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory condition to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Owner shall constitute an acceptance of the previously placed construction or substrates.

1.06 ADMINISTRATIVE ACTIONS
A. Administrative actions include, but are not limited to, the following:
   1. Preparation, update, and revision of Contractor’s Official Progress Schedule (See Section 01320, “Construction Progress Documentation”.)
   2. Delivery and review of Submittals. (See Section 01330, “Submittal Procedures”)
   3. Project Meetings. (See Section 01315, “Project Meetings”)
   4. Project closeout activities. (See Section 01770, “Closeout Procedures”)
B. Coordinate timing of required administrative actions with construction activities and activities of Owner and other contractors to avoid conflicts and ensure orderly progress of the Work.

1.07 CONSERVATION
A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01310
SECTION 01315
PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY
   A. This Section includes:
      1. Part 1 – General
         a. 1.01 – Summary
         b. 1.02 - Related Documents
         c. 1.03 – Definitions
         d. 1.04 – Project Meetings
      2. Part 2 – Products (Not Used)
      3. Part 3 – Execution (Not Used)
      4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS
   A. Section 01320, “Construction Progress Documentation”
   B. Section 01450, “Contractor’s Quality Control (QC) System”
   C. Section 01500, “Temporary Facilities and Controls”
   D. Section 01515, “Solid Waste Management and Recycling Plan”
   E. Section 01770, “Closeout Procedures”
   F. Section 01810, “General Commissioning Requirements”

1.03 DEFINITIONS
   A. Decision/Action Tracking Report – A report prepared by the Contractor recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the item, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Copies of the Decision/Action tracking report must be provided to all attendees and two (2) copies must be submitted to the Owner within twenty-four (24) hours of the meetings.

1.04 PROJECT MEETINGS
   A. General
      1. Contractor must inform participants of date and time of each meeting and preside at all required meetings throughout progress the Work unless otherwise Directed by Owner.
      2. Contractor must prepare agenda for all meetings and provide to all attendees prior to the meetings.
      3. Contractor must attend all meetings as required by the Contract Documents.
      4. Contractor must attend and/or conduct additional meetings as Directed by the Owner’s Project Manager.
      5. Contractor must conduct meetings and conferences at the Project Site in the Contractor’s on-site temporary job trailer, unless otherwise indicated or required by Owner.
      6. Contractor’s job trailer must contain a conference table and sufficient seating to accommodate eight (8) meeting participants.
      7. Contractor must prepare and distribute meeting minutes as required in individual sections of
the Project Manual.

8. Whether or not Contractor is responsible for the meeting minutes, Contractor must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking Report.

B. Preconstruction Conference

1. The Owner will schedule and conduct a Preconstruction Conference before starting construction but no later than 21 Days after execution of the Agreement.

2. Conference will be held at Project Site or another convenient location designated by Owner.

3. Participants:
   a. Owner’s Project Manager (Mandatory Attendance Required)
   b. Designer of Record (Mandatory Attendance Required)
   c. Contractor’s Authorized Representative (Mandatory Attendance Required)
   d. Contractor’s QC Manager (Mandatory Attendance Required) (See Section 01450.1.08.A.2.r)
   e. Major Subcontractors (Mandatory Attendance Required)
   f. Testing Laboratory Representative (See Section 01430.1.08.G)
   g. Appropriate Manufacturers
   h. Appropriate Suppliers
   i. Other interested parties

4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.

5. Agenda: Items of significance to be discussed at the meeting include:
   a. Introductions
   b. Notice To Proceed (NTP)
   c. Direction From The Owner
   d. Emergencies
   e. Required Notifications
   f. Contractor Quality Control (QC) System
   g. Testing and Inspection Laboratory
   h. Coordination
   i. Normal Hours Of Work
   j. Workplace Environment
   k. Use of Project Site
   l. Security
   m. Disruption of Owner’s Normal Operations
   n. Use Of Owner’s Facilities
   o. Temporary Facilities and Controls
   p. Accepting Material Deliveries
   q. General Correspondence
   r. Additional Detailed Instructions
s. Field Modifications
t. Requests For Information (RFI)
u. Change Orders
v. Progress Payments
w. Submittals (List of Owner’s Submittal reviewers) (Ref 01332.1.08.A)
x. Record Documents
y. Owner Furnished Contractor Installed (OFCI) Equipment
z. Procurement Issues
aa. Project Meetings
bb. Permits
c. Final Draw
cc. Fire Marshal Issues
dd. Subcontractor Issues
e. Waste Management and Recycling Requirements
ff. Permanent Utilities
gg. Progress Cleaning
hh. Environmental Issues
ii. Schedule
jj. Liquidated Damages

6. The Owner will prepare meeting minutes of the Preconstruction Conference and distribute minutes to the attendees.

C. Schedule Orientation Meeting (See Section 01320.3.03, “Schedule Orientation Meeting”)

D. Solid Waste Management Plan Meeting (See Section 01515.1.05, “Solid Waste Management and Recycling Plan”)

E. Quality Control Meetings
   1. Contractor must conduct and take minutes of all meetings required by Section 01450, “Contractor’s Quality Control (QC) System”, including but not limited to:
      a. Coordination and Mutual Understanding Meeting (See Section 01450.1.10, “Coordination and Mutual Understanding Meeting”)
      b. Recurring QC Meetings (See Section 01450.1.11, “QC Meetings”)
      c. Preparatory Phase Meetings (See Section 01450.1.12, “Three Phases of Control”)
      d. Work Phase Meetings ((See Section 01450.1.14, “QC Documentation”)

F. Progress Meetings
   1. Owner’s Project Manager will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the discretion of Owner’s Project Manager, and shall be no more often than once each week. Contractor must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Contractor’s on-site field office unless the Owner’s Project Manager approves an alternate location.

   2. Attendees:
      a. Owner’s Project Manager
      b. Designer of Record
      c. Contractor Authorized Representative
d. QC Manager (See Section 01450.1.08.A.2.r)
e. Appropriate Subcontractor(s)
f. Appropriate Suppliers
g. Testing Laboratory Representative (See Section 01430.1.08.G)
h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.

3. Agenda:
   a. Review and update Contractor’s Decision/Action Tracking Report from previous Progress Meeting
   b. Schedule Review
      (1) Review progress since the last meeting
      (2) Compare current progress against Official Progress Schedule
      (3) Determine how construction behind schedule will be expedited
      (4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
   c. Review present and future needs of each entity present, including the following:
      (1) Interface requirements
      (2) Sequence of operations
      (3) Status of Submittals
      (4) Status of key deliveries
      (5) Status of off-site fabrication
      (6) Site access issues
      (7) Site utilization
      (8) Temporary facilities and controls
      (9) Normal Hours of Work
   d. Progress cleaning
   e. Change Orders.

4. At a minimum, the Contractor must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report. Copies of the Decision/Action tracking report must be provided to all attendees and two (2) copies must be submitted to the Owner within twenty-four (24) hours of the meetings.

5. Closeout Conference (See Section 01770.1.04, “Closeout Conference”)

G. Commissioning Meetings (See Section 01810, “General Commissioning Requirements”)
H. Demonstration and Training Meetings (See Section 01820, “Demonstration and Training”)

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01315
SECTION 01325
RECORD DOCUMENTS (As-builts)

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - Record Documents
      e. 1.05 - Concealed Work
      f. 1.06 – Maintenance of documents and samples
      g. 1.07 – Record Set
      h. 1.08 - Progress Payments
      i. 1.09 - Closeout and Acceptance of the Work
      j. 1.10 - Submittals
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.3, “Documents & Samples at the Project Site”
B. Document 00700.8.2, “Progress Payments”
C. Document 00700.13.6, “Recommendation for Acceptance”
D. Section 01290, “Payment Procedures”

1.03 DEFINITIONS
A. As-Builts - A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. As-Builts include any change or clarification to the Contract Documents and dimensional information showing the actual locations of installed components of the Work. (Also known as “Record Documents” or “As-Built Documents”)

B. Record Set – Project Manual, Drawings, Addenda, Change Orders, Field Modifications, Requests for Information (RFI), Submittals, Product Data, Samples, Shop Drawings, Field Test and inspection records, and Coordination Drawings located at the Project Site.

1.04 RECORD DOCUMENTS
A. As-Builts Drawings
   1. Contractor must maintain at the Project Site at least one set of As-Built Drawings indicating the actual configuration of the Project as it is constructed.
   2. The Contractor must maintain the As-Built Drawings in good and current condition and post all changes and clarifications to the As-Built Documents on a daily basis.
   3. Contractor must handle the As-Built Drawings with great care, must not use the As-Built Drawings for any other purpose, and must keep them clean and readable.
   4. The As-Built Drawings must provide sufficient detail to make it possible to correctly and easily locate, identify, and establish sizes and routing of all piping and the like, as well
as other features of concealed Work.

5. The As-Built Drawings must indicate, by appropriate notations in the As-Built Drawings, all modifications or changes made to the Drawings by Addenda, Change Order, RFI, or Field Modification.

6. If Work is installed differently from, or in a location other than that shown on the Drawings, or if Contractor finds existing conditions to be different than indicated on the Drawings, Contractor must accurately note such variations on the As-Builts Drawings in red pencil on a daily basis as the Work progresses.

7. Label each page of the field set of the As-Built Drawings, "As Built Record Drawings" in neat large printed letters in the lower right hand corner.

8. Contractor must post to the As-Built Drawings on a daily basis all:
   a. Addenda
   b. Changer Orders
   c. Field Modifications
   d. Requests for Information
   e. Approved Product Substitutions
   f. All other details and dimensions not on the Bid Documents

B. As-Built Project Manual

1. Contractor must post to the As-Built Project Manual on a daily basis:
   a. All modifications or changes made to the Project Manual by:
      (1) Addenda
      (2) Change Order
      (3) Field Modification
      (4) Request for Information (RFI)
      (5) Approved Product Substitutions
      (6) All other information not in the Bid Documents
   b. The Products selected and used in the Work of the Project
      (1) For each Product actually Provided and/or Installed, legibly mark each section of the Project Manual to record:
         a. Manufacturer
         b. Trade name
         c. Catalog number
         d. Supplier

1.05 CONCEALED WORK

A. The As-Built Documents must indicate the locations of underground Work and Work concealed inside any construction.

B. Do not conceal any Work until required information is recorded in the As-Built Documents.

C. The specific location of all turns, centerline, invert elevations and rates of fall in underground and concealed Work must be indicated.

D. Dimensions to column lines, walls or other prominent features must be used for proper
E. Legibly mark to record actual construction:
   1. Depths of various elements of foundation in relation to finish first floor datum.
   2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
      a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
      b. Accurately locate each capped, plugged or stubbed line.
   3. Location of internal utilities and appurtenances concealed in the Work, referenced to visible and accessible features of the structure.
      a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
      b. Accurately locate each capped, plugged or stubbed line.

1.06 MAINTENANCE OF DOCUMENTS AND SAMPLES
   A. Store As-Built Documents in Contractor's field office apart from documents used for construction.
   B. Provide files and racks for storage of As-Built Documents.
   C. File Record Set documents in accordance with CSI format.
   D. Maintain all documents in a clean, dry, legible condition and in good order.
   E. Do not use As-Built Documents for construction purposes.
   F. Make As-Built and Record Set documents available at all times for inspection by Owner's Project Manager.

1.07 RECORD SET
   A. Contractor must maintain at the Project Site at least one (1) copy of the Record Set including but not limited to:
      1. Project Manual (Bid Documents)
      2. Drawings (Bid Documents)
      3. Addenda
      4. Change Orders
      5. Field Modifications
      6. Requests for Information (RFI)
      7. Submittals
      8. Product Data
      9. Samples
      10. Shop Drawings
      11. Test and inspection records
      12. Coordination Drawings
      13. Approvals from Government Agencies and regulatory authorities
      14. All Correspondence
B. Record Product Data:
   1. Maintain one copy of each Owner accepted Product Data Submittal at the Project Site.
   2. Mark-up changes in actual Work in comparison with submitted information.
      a. Include both variations in product as delivered to Project Site and variations from
         manufacturer's instructions and recommendations for installation.
      b. Give particular attention to concealed products and portions of the Work which
         cannot otherwise be readily discerned at a later date by direct observation.
   3. Note Related Change Orders, if any.

1.08 PROGRESS PAYMENTS
A. The Inspector shall review the As-Built Documents prior to and as a condition of approving
   each progress payment.

1.09 CLOSEOUT AND ACCEPTANCE OF THE WORK
A. Contractor must transfer all entries from the As-Built Documents that were maintained at the
   Project Site to a complete set of Record Documents consisting of reproducible copies of the As-
   Built Drawings and hard copies of the As-Built Project Manual.
B. Contractor must mark the drawings "As-Built Record Drawings" and mark the As-Built Project
C. Contractor must sign each drawing in the final set of As-Built Drawings and sign the cover of the
   final As-Built Project Manual.
D. In accordance with Document 00700.13.6, "Recommendation for Acceptance", the Work
   shall not be recommended for Acceptance until Owner's Project Manager receives
   satisfactory Record Documents from Contractor.

1.10 SUBMITTALS
A. Submit four (4) copies of all Record Documents (As-Builts)
B. Accompany submittal with a transmittal letter, in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document (As-Built)
   5. Signature of QC Manager or Contractor’s Authorized Representative
C. Samples
   1. Within fourteen (14) Days of Contractors certification of completion and request for Final
      Inspection, Owner’s Project Manager will meet with Contractor at Project Site to
      determine which, if any, of submitted samples maintained by Contractor during progress
      of the Work shall be transmitted to Owner for record purposes.
   2. Comply with Owner's instructions for packaging, identification marking, and delivery to
      Owner's sample storage space.
D. Submit evidence of compliance with the requirements of Governing Agencies and regulatory
   authorities:
   1. Certificates of Inspection:
      a. Elevators
b. Fire Marshal

2. Other Certificates:
   a. Occupancy Certificate from local building department

3. SWPPP Notice of Termination (NOT)

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01325
SECTION 01330
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 – Related Documents and Sections
   a. 1.03 - Definitions
   b. 1.04 - Scheduling
   c. 1.05 - Deviations
   d. 1.06 - Action Submittals
   e. 1.07 - Informational Submittals
   f. 1.08 - Identification
   g. 1.09 - Certification
   h. 1.10 - Packaging, Transmittal and Distribution
   i. 1.11 - Owner or Designer of Record’s Action

2. Part 2 – Products (Not Used)

3. Part 3 – Execution (Not Used)

4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.26, “Submittals”
B. Section 01310, “Project Management and Coordination”
C. Section 01320, “Contractor Progress Documentation”
D. Section 01332, “Submittal Log”
E. Section 01450, “Contractor’s Quality Control (QC) System”
F. Section 01810, “General Commissioning Requirements”

1.03 DEFINITIONS

A. Action Submittals - Submittals requiring Owner or Designer of Record’s written response.
B. Informational Submittals - Submittals not requiring Owner or Designer of Record’s written response. (Survey notes, QC Manager’s Daily Report, Laboratory test reports, etc.)
C. Preconstruction Submittals - Action Submittals and Informational Submittals requiring Owner’s acceptance before Contractor may proceed with the installation of Work or the procurement of the materials and/or equipment covered by the Submittal.

1.04 SCHEDULING

A. Schedule preparation and processing of Submittals in accordance with other sections of the Contract Documents and the specific Submittal deadlines and timeframes stated below.

1. Unless otherwise specifically stated in the Contract Documents, or specifically Approved in writing by the Owner’s Project Manager, all Preconstruction Submittals are due no later than 45 Days from the Official Start Date stated in the Notice to Proceed. (See Document 00700.3.26.1.7) General acceptance of the Contractor’s Progress Schedule, Submittal Log, or other related submittals by the Owner does not constitute specific Approval by the Owner’s Project Manager for deviation from the 45 Day cut-off date for Preconstruction Submittals.
Contractor must make a specific request in writing for each proposed deviation and the Owner's Project Manager must grant specific written Approval for each proposed deviation to the cut-off date.

2. Unless a longer period is specifically stated in the Contract Documents, allow at least 21 Days for Owner's review and return of all Submittals and resubmittals. (See Document 00700.3.26.4, "Minimum Submittal Review Times" and Section 01320.3.13.B, “Submittal Log”)

1.05 DEVIATIONS

A. Specifically identify each proposed deviation from the requirements of the Contract Documents.

1. Only making notations on the Submittal is not sufficient to satisfy this requirement. (See also Document 00700.3.26.1.5)

2. Each proposed deviation must be clearly highlighted, encircled, noted, or otherwise clearly identified on the Submittal and individually explained in writing in the transmittal accompanying the Submittal.

3. Making notations on the Submittal without the attached written explanation will not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents.

4. Unless specific deviations have been noted in writing by the Contractor and specifically accepted in writing by the Owner or Designer of Record, no deviations from the requirements of the Contract Documents are permitted.

B. If a Submittal contains no proposed deviation(s) from the requirements of the Contract Documents, the Contractor must indicate on the transmittal accompanying the Submittal that the Submittal contains “No Deviations” from the requirements of the Contract Documents.

1.06 ACTION SUBMITTALS

A. Prepare and submit Action Submittals required by individual sections of the Project Manual.

B. Refer to Section 01332, “Submittal Log”, for the number of copies to be submitted.

C. Product Data

1. Collect information into a single Complete Submittal for each Definable Feature of Work and type of product or equipment.

2. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

3. Mark each copy of each Submittal to show which Products and options are applicable.

4. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Diagrams showing factory-installed wiring, controls and piping diagrams.
   g. Printed performance curves, performance characteristics and capacities.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operating and maintenance manuals.
k. Compliance with recognized trade association standards.

l. Compliance with recognized testing agency standards.

m. Application of testing agency labels and seals.

n. Notation of coordination requirements.

o. Show wiring, piping diagrams, controls.

D. Shop Drawings

1. Preparation: Include the following information, as applicable:
   a. Dimensions.
   b. Identification of Products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Identify details by reference to Drawing and detail, schedule, or room numbers shown and specified.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" (215 by 280 mm) but no larger than 36" x 48" (914 mm x 1219 mm).

4. Contractor must review and coordinate all Subcontractors’ Shop Drawings before submission to Owner. If required or needed, Contractor must prepare and submit Coordination Drawings.

5. Submittals must be complete for each item of Work and must not be submitted piecemeal.

6. Present Shop Drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, and room numbers shown on Drawings.

E. Samples

1. Refer to Section 01332, “Submittal Log” and the Technical Specifications for the number of Samples to be submitted.

2. Each Sample must clearly note the manufacturer, trade name, product, lot style, color, model, etc., locations of use, and Contract Document reference.

F. Coordination Drawings (See also Section 01335, “Coordination Drawings”)

01330-3
1. Contractor must prepare and submit drawings to demonstrate the coordination of methods, materials, equipment, plans, or sequence the Contractor proposes to use when:
   a. Coordination Drawings are specifically required by other sections of the Project Manual
   b. Limited space is available for installation of different components
   c. Coordination is required for installation of Products and materials Fabricated by separate entities
   d. The relationship of components is shown on separate Shop Drawings or Submittals.

2. Coordination Drawings must be submitted in the format required for Shop Drawings.

1.07 INFORMATIONAL SUBMITTALS

A. Prepare and submit Informational Submittals required by other section of the Project Manual.
   1. Number of Copies
      a. Refer to Section 01332, “Submittal Log”, for the number of copies to be submitted.
      b. Owner will not return copies.

B. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with the requirements of the Contract Documents. An officer or other individual authorized to sign documents on behalf of that entity must sign certificates and certifications.

C. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with the requirements of the Contract Documents.

D. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

E. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with the requirements of the Contract Documents.

F. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of Products and equipment.
   1. Comply with requirements in Section 01770, “Closeout Procedures.”
   2. Comply with the requirements of Section 01782, "Operation and Maintenance Data"
   3. Comply with the requirements of the Technical Specifications.

G. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment.
   1. Include name of product and name, address, and telephone number of manufacturer.
   2. Include the following, as applicable:
      a. Preparation of substrates.
      b. Required substrate tolerances.
      c. Sequence of installation or erection.
d. Required installation tolerances.
e. Required adjustments.
f. Recommendations for cleaning and protection.

H. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that Products at Project Site comply with the requirements of the Contract Documents.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, Products, and installation will affect Warranty/Guarantee.
7. Other required items indicated in individual sections of the Contract Documents.

1.08 IDENTIFICATION

A. Place a permanent label, or title block on each Submittal for identification.

1. The label or title block must include:
   a. Project name and number
   b. Date
   c. Name of Contractor
   d. Unique Submittal identifier, including revision number
   e. As appropriate:
      (1) Name of Subcontractor
      (2) Name of Supplier
      (3) Name of Manufacturer
      (4) Name of Fabricator
   f. Number and title of appropriate section of the Project Manual
   g. Drawing number and detail references, as appropriate
   h. Name of firm or entity that prepared each Submittal.

B. Contractor must provide a space approximately 3” x 3” on label or beside title block of each page of each Submittal to record review markings and action taken by Owner or Designer of Record.

C. Contractor must number all Submittals serially and continue in sequence. Resubmittals must have suffix letter A, B, C, etc. following the original Submittal number.

1.09 CERTIFICATION (See also Section 01450.1.15.C, “Submittal Certification”)

A. After Contractor’s review of each Submittal for compliance with the requirements of the Contract Documents: (See also Document 00700.3.26.2, “Contractor’s Responsibilities”)

1. Mark with certification stamp before submitting to Owner or Designer of Record.
2. Include Project name, Specification section, Contractor’s signature, and date of certification.
3. The Contractor’s Authorized Representative or QC Manager must wet sign and date the certification.

1.10 PACKAGING, TRANSMITTAL AND DISTRIBUTION

A. Packaging:
1. Collect individual Submittals into a Complete Submittal for each Definable Feature of Work.
2. Individual Submittals and Complete Submittal must be adequately wrapped or packaged to prevent damage during delivery.
3. All reproducible drawings must be rolled and not folded.

B. Transmittal:
1. Transmit each Complete Submittal using Contractor’s transmittal form.
   a. Owner and Designer of Record may discard Submittals received from sources other than Contractor.
   b. Owner and Designer of Record will not review Submittals that are not accompanied by Contractor’s transmittal and will return them “Returned Without Action.”
2. On the transmittal, or a separate sheet attached to the transmittal prepared on Contractor’s letterhead, record relevant information, requests for data, revisions, and each deviation from requirements of the Contract Documents, including minor variations and limitations.
3. Transmittal Form: Provide the following information:
   a. Project name and location.
   b. Date.
   c. Destination (To:).
   d. Source (From:).
   e. Subcontractor’s, Supplier’s and/or manufacturer’s name, address, and telephone number.
   f. Submittal Distribution Group
   g. Submittal Type (Type 1 or Type 2)
   h. Reference to applicable sections or parts of the Contract Documents.
   i. Reference to the appropriate Definable Feature of Work
   j. Unique Submittal identifier, including revision number. Contractor must number all Submittals serially and continue in sequence. Resubmittals must have suffix letter A, B, C, etc. following the Submittal
   k. Product identification or Shop Drawing title, number, revision and date as applicable.
   l. Submittal and transmittal distribution record.
   m. Itemize each proposed deviation from the requirements of the Contract Documents. If a Submittal contains no proposed deviation(s), indicate that the Submittal contains “No Deviations.” Owner and Designer of Record may return Submittals “Returned Without Action” that do not list proposed deviations or state that Submittal contains “No Deviations” from the Contract Documents.
   n. Remarks.
C. Parallel Distribution of Submittals

1. Contractor is required to make parallel distribution of Submittals to multiple Submittal reviewers.
2. Refer to Section 01332, “Submittal Log”, for distribution of Submittals.
3. Contractor must, at its own expense, make parallel distribution of all Submittals.
4. Submittals must be concurrently transmitted to all parallel reviewers.

1.11 OWNER OR DESIGNER OF RECORD’S ACTION (See also Document 00700.3.26.5, “Action and Distribution”)

A. General

1. Owner will not review Submittals that do not bear the Contractor’s certification stamp and will return them “Returned Without Action.”

B. Action Submittals: Owner or Designer of Record will review each Submittal, make marks to indicate corrections or modifications required, and return it.

1. Owner or Designer of Record will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

a. Final Unrestricted Release: When “No Exceptions Taken” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents. Final acceptance will depend on that compliance.

b. Final-but-Restricted-Release: When “Make Corrections Noted” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents and the corrections noted. Final acceptance will depend on that compliance.

c. When stamped “No Exceptions Taken” or “Make Corrections Noted” the Submittal is considered “acceptable.”

d. Returned for Resubmittal: Where the Submittal is marked “Revise and Resubmit,” do not proceed with the Work covered by the Submittal, including purchasing, Fabrication, delivery, or other activity for the product Submitted. Revise or prepare a new submittal according to the Owner’s or Designer of Record’s notations and corrections.

e. Rejected: Where the submittal is marked “Rejected,” do not proceed with the Work covered by the submittal, including purchasing, Fabrication, delivery, or other activity for the product Submitted. Prepare a new Submittal for a product that complies with the requirements of the Contract Documents.

f. Incomplete: Where the submittal is marked “Submit Additional Information,” do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance.

g. Returned Without Action: Where the submittal is marked “Returned Without Action,” it was not reviewed and Contractor must not proceed with the Work covered by the Submittal. Prepare a new Submittal that complies with the requirements of the Contract Documents.

C. Resubmittals: Contractor must make all required corrections and submit corrected resubmittals until achieving final acceptance.

D. Information Submittals: Information Submittals, on which Owner is not required to take action, will not be returned to the Contractor.
E. Submittals received from sources other than through Contractor's office will be “Returned Without Action” or may be discarded.

PART 2 - PRODUCTS (Not used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01330
SECTION 01335
COORDINATION DRAWINGS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - Intent
      e. 1.05 - Scheduling
      f. 1.06 - Coordination Drawings
      g. 1.07 - Contractor Responsibilities
      h. 1.08 - Coordination Drawing Requirements
      i. 1.09 - Non-conforming Work
      j. 1.10 - Submittal Requirements
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.26, "Submittals"
B. Document 00700.3.28, "Coordination Drawings"
C. Section 01310, “Project Management and Coordination”
D. Section 01325, "Record Documents (As-Builts)"
E. Section 01330, "Submittal Procedures"
F. Section 01450, “Contractor’s Quality Control (QC) System”

1.03 DEFINITIONS
A. Coordination Drawing – Contractor prepared drawings submitted by Contractor to Owner to demonstrate the coordination of methods, materials, equipment, systems, plans, or sequence the Contractor proposes to use when limited space is available for installation of different components, coordination is required for installation of Products and materials Fabricated by separate entities, or the relationship of components is shown on separate Shop Drawings or Submittals. Coordination Drawings are not considered Contract Documents.

1.04 INTENT
A. It is the intent of this Section to require the Contractor to prepare Coordination Drawings as necessary or required to resolve potential installation and constructability problems prior to Installation so that construction cost and schedule are not impacted.

1.05 SCHEDULING
A. Schedule preparation and processing of Coordination Drawings in accordance with the specific Submittal deadlines and timeframes stated below.
   1. Unless otherwise specifically stated in the Contract Documents, or needed for proper coordination of the installation of early Work, all Coordination Drawing Submittals are due no later than 120 Days after the Start Date stated in the Notice to Proceed.

B. Unless a longer period is specifically stated elsewhere in the Contract Documents, allow at least 21

1.06 COORDINATION DRAWINGS
A. Contractor must prepare and submit one (1) reproducible and eleven (11) copies of Coordination Drawings to demonstrate the coordination of methods, materials, equipment, plans, or sequence of Contractor proposes use when:
   1. Coordination Drawings are specifically required
   2. Limited space is available for installation of different components
   3. Coordination is needed for installation of Products and materials Fabricated by separate entities
   4. The relationship of components is shown on separate Shop Drawings or Submittals.
B. Coordination Drawings must be prepared and submitted for the following systems, equipment, and spaces:
   a. HVAC
   b. Plumbing
   c. Electrical
   d. Fire Sprinkler
   e. All Work above ceilings performed by separate entities that must interface or for which space provided is limited.

1.07 CONTRACTOR RESPONSIBILITIES
A. Oversee preparation of Coordination Drawings
B. Assign space priorities
C. Notify Owner in writing of unresolved conflicts or interferences found during preparation of Coordination Drawings.

1.08 COORDINATION DRAWING REQUIREMENTS
A. Coordination Drawings must include but are not necessarily limited to the following:
   1. Submit combined, comprehensive mechanical and electrical systems Coordination Drawings.
   2. Include ductwork, mechanical pipe, plumbing, electrical, sprinkler systems, and ceiling systems overlaid on structural frame.
B. Criteria:
   1. Size ductwork, mechanical pipe, plumbing, electrical, and sprinkler system components as shown on Drawings. Downsizing of Mechanical/Electrical (M/E) systems is not permitted.
   2. Show seismic restraints where required on systems.
C. Indicate how:
   1. Work will fit in the available space
   2. Work of the various trades or systems will Interface
   3. Contractor intends to sequence the Installation
1.09 NON-CONFORMING WORK

A. Work not installed within designated coordination areas in compliance with the Owner accepted Coordination Drawings will be considered non-conforming Work subject to removal and replacement at no additional cost to Owner.

1.10 SUBMITTAL REQUIREMENTS

A. Submit one (1) reproducible and eleven (11) copies of each Coordination Drawing.

B. Comply with requirements of:
   1. Section 01330 – “Submittal Procedures”
   2. Section 01450, “Contractor’s Quality Control (QC) System”

C. Signatures required on each sheet of Coordination Drawings:
   1. Coordination Drawing(s) must be signed and dated by Contractor and individual Subcontractors.
   2. By act of signature and submittal of the single combined Coordination Drawing(s), Contractor and each Subcontractor acknowledge that Work for which Contractor or said Subcontractor is responsible has been coordinated with the Work of Contractor and all other Subcontractors.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01335
SECTION 01430
TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Sections
      c. 1.03 – Definitions (Not Used)
      d. 1.04 - Qualifications
      e. 1.05 - Testing Equipment
      f. 1.06 - Inspection and Testing Personnel and Facilities
      g. 1.07 - Laboratory Reports
      h. 1.08 - Laboratory Responsibilities
      i. 1.09 - Contractor’s Responsibilities
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED SECTIONS
A. Section 01450, "Contractor’s Quality Control (QC) System"
B. Section 01320.3.09, "Short Interval Schedule"

1.03 DEFINITIONS (Not Used)

1.04 QUALIFICATIONS
A. Testing and inspection agency must have a minimum 5 years continuing experience preceding date of these Contract Documents.
B. Testing and inspection agency must and be qualified in accordance Section 01450, "Contractor’s Quality Control (QC) System."

1.05 TESTING EQUIPMENT
A. Testing equipment must be calibrated at intervals with devices of an accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

1.06 INSPECTION AND TESTING PERSONNEL AND FACILITIES
A. Testing and Inspection Agency
   1. The Contractor must employ and pay for the services of an independent testing and inspection agency to perform the tests and inspections required herein except where noted otherwise.
   2. Employment of the testing and inspection agency shall in no way relieve the Contractor’s obligation to perform the Work as required in the Contract Documents.
B. Limitations of authority of the Testing and Inspection Agency
   1. Testing and Inspection Agency is not authorized to:
      a. Release, revoke, alter, or enlarge on the requirements of the Contract Documents
      b. Approve or accept any portion of the Work, or;
c. Perform any duties of the Contractor.

C. All Work must conform to the requirements of all applicable laws, codes, ordinances, and regulations.

D. Testing and Inspection Agency must perform tests and inspections as required by the Contract Documents.

E. Testing and Inspection Agency must prepare, cure, store, and transport Project samples to the Laboratory.

1.07 LABORATORY REPORTS

A. Within two (2) workdays after each inspection and test, submit twelve (12) copies of Laboratory report that include:
   1. Date issued
   2. Project title and number
   3. Name of Inspector from Testing and Inspection Agency
   4. Date and time of sampling or inspection
   5. Identification of product and Project Manual section
   6. Location in the Project
   7. Type of inspection or test
   8. Date of test
   9. Results of tests
   10. Conformance with Contract Documents
   11. Whether original test or re-test
   12. State/local permit number

B. Reports must be distributed to the following:
   1. Owner's Design Consultant (2 copies)
   2. Construction Manager (1 copy)
   3. General Contractor (2 copies)
   4. Owner's Project Manager (1 copy)
   5. Additional Owner's Consultant(s) (2 copy)

1.08 LABORATORY RESPONSIBILITIES

A. Provide qualified personnel at site.

B. Cooperate with Quality Control Manager in performance of services.

C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Owner and Contractor of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspection and testing required by Quality Control Manager.

G. Attend Preconstruction Meeting and progress meetings when requested.
1.09 CONTRACTOR'S RESPONSIBILITIES

A. Provide all Testing and Inspection Services required by the Contract Documents and additional tests as required by the Quality Control Manager.

B. Provide access to Work, including off-site manufacturer or fabricator's operations.

C. Provide required quantities of material samples to be tested.

D. Samples will be selected and taken by representative of Testing and Inspection Agency.

E. Furnish copies of product data and test reports as required.

F. Furnish incidental labor and facilities:
   1. To provide access to work to be tested;
   2. To obtain and handle samples at the Project Site, or at the source of the Product to be tested or inspected;
   3. To facilitate inspections and tests, and;
   4. For storage and curing of test samples at the Project Site.

G. Include in the weekly Short Interval Schedule (SIS) submission activities that identify upcoming testing and inspection requirements.

H. Schedule the tests and inspections required by the Contract Documents and applicable codes and regulations with the Quality Control Manager and the Testing and Inspection Agency, a minimum of 48 hours in advance.

I. Do not cover corrected Work until said Work has been re-tested and or re-inspected.

J. Contractor must pay costs for all Testing and Inspection required by the Contract Documents.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01430
SECTION 01450
CONTRACTOR'S QUALITY CONTROL (QC) SYSTEM

PART 1 - GENERAL [OWNER'S PROJECT MANAGER & A/E TO COMPLETE SECTION 01450]

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - References
      e. 1.05 - Contractor's Quality Control (QC) System
      f. 1.06 - QC System Requirements
      g. 1.07 - QC System
      h. 1.08 - QC Organization
      i. 1.09 - QC Plan
      j. 1.10 - Coordination and Mutual Understanding Meeting
      k. 1.11 - QC Meetings
      l. 1.12 - Three Phases of Control
      m. 1.13 - Testing
      n. 1.14 - QC Documentation
      o. 1.15 - Certifications
      p. 1.16 - Milestone Completion Inspections
      q. 1.17 - Project Completion Inspection
      r. 1.18 - Notification of Non-Compliance
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.1.7, “Requests for Information”
B. Document 00700.3.3, “Documents and Samples at the Project Site”
C. Document 00700.3.13, “Cleanup”
D. Document 00700.3.23, “Tests and Inspections”
E. Document 00700.3.26, “Submittals”
F. Document 00700.3.37, “Standards for Work and Materials”
G. Document 00700.3.38, “Conformity with Contract Documents and Allowable Deviations”
H. Document 00700.3.39, “Control of Materials”
I. Document 00700.7.5, “Milestone Inspections and Certification”
J. Document 00700.8, “Payments”
K. Document 00700.12, “Uncovering and Correction of Work”
L. Document 00700.13, “Final Completion and Acceptance”
M. Section 01725, “Survey & Field Engineering”
N. Section 01290, “Payment Procedures”
O. Section 01310, “Project Management and Coordination”
P. Section 01315, “Project Meetings”
Q. Section 01320, “Construction Progress Documentation”
R. Section 01330, “Submittal Procedures”
S. Section 01430, “Testing and Inspection Services”
T. Section 01740, “Cleaning”
U. Section 01770, “Closeout Procedures”
V. Section 01810, “General Commissioning Requirements”

1.03 DEFINITIONS

A. The following definitions as used in this Section mean:

1. Alternate QC Manager – The Owner accepted alternate QC Manager that performs the duties, responsibilities, and functions of the QC Manager when the QC Manager is absence from the Project Site.

2. Contractor’s Daily Report – See Document 00700.3.3.6 and Section 01320.3.14, “Project Reports.”

3. Coordination and Mutual Understanding Meeting – A meeting occurring after Contractor’s submission of the QC Plan and before starting Work, at which the QC Manager presents the QC Program to the Owner.

4. Corrective Action Plan – A written document submitted by the QC Manager to the Owner stating the Contractor’s plan to correct an item of Work that fails to conform to the requirements of the Contract Documents. Three (3) copies of the Corrective Action Plans must be submitted with the Report of Test Results, inspection report, or Owner’s non-conformance notice no later than 10 a.m. the third workday after each failed test, inspection, or receipt by Contractor of a non-conformance notice from the Owner.

5. Phase I – The first (Preparatory) phase of the Three Phases of Control consisting of the actions required before beginning any work involving a Definable Feature of Work. (Also sometimes referred to as Preparatory Phase.)

6. Phase 2 - The second (work) phase of the Three Phases of Control consisting of the actions required to perform the work of a Definable Feature of Work. (Also sometimes referred to as Work Phase.)

7. Phase 3 - The third (follow-up) phase of the Three Phases of Control consisting of the actions required to follow-up on the Work performed. (Also sometimes referred to as Follow-up Phase.)

8. Preparatory Phase Checklist – A checklist prepared by the QC Manager, in a format furnished or accepted by the Owner, for each Definable Feature of Work in the Preparatory Phase.

9. Preparatory Phase Meeting – A meeting called by the QC Manager at least two (2) workdays before beginning Work on any Definable Feature of Work. The Owner’s Inspector, the QC Specialist and the Contractor’s supervisor responsible for the Definable Feature of Work must attend this meeting.

10. QC Documentation - The special QC Documentation requirements summarized in “Table 01450-1 - QC Documentation”

11. QC Meetings - Recurring QC meetings held at least once every two weeks at the Work site with Owner’s Project Manager, Contractor’s Project superintendent, QC Manager (if different from Contractor’s Project superintendent), and QC Specialist(s).

12. QC Manager – Contractor’s employee accepted by the Owner and responsible for managing Contractor’s QC System.
13. QC Manager’s Daily QC Report – A written document prepared, certified, and submitted by the QC Manager in the format, containing the information, covering the period(s), and at the frequency required by Section 01450.1.14, “QC Documentation”.

14. QC Plan – Contractor’s written plan identifying all QC personnel, procedures, inspections, tests, instructions, reports, records, and schedules.

15. QC Program – Contractor’s Quality Management requirements for all on-site and off-site Work, including documentation, administration, and coordination of Contractor’s management, production and QC personnel.

16. QC Specialist – The Quality specialist at the Project Site, in addition to other specialized testing and inspection personnel, responsible for Quality Management of a specific or specialized area of Work.

17. QC Specialist’s Daily QC Report - A written document, in the same format as the QC Manager’s Daily QC Report, prepared and signed by the QC Specialist for each day the Work is performed in his/her area of responsibility.

18. QC System - The means by which Contractor ensures Quality.

19. Quality - Conformance to the requirements established by the Contract Documents

20. Quality Control (QC) - The Contractor’s system in place during execution of the Work, to manage and control its own, and its Supplier’s and Subcontractor’s activities to comply with the requirements of the Contract Documents.


22. Quality Management - Quality Control and assurance activities instituted to achieve the Quality Levels established by the Contract Documents.

23. Rework Items List - A written list of Work that does not comply with the requirements of the Contract Documents, maintained by the QC Manager, identifying the items of Work requiring correction, the date the item was originally discovered, the anticipated date for correction of the item, and the actual date of correction.


25. Submittal Log - A written list in a format furnished by or accepted by the Owner, indicating the status of all Submittals required by the Contract Documents, grouped by Definable Feature of Work (DFOW), and prepared and maintained by the QC Manager. (See Section 01320.3.13, “Submittal Log”, and Section 01332, “Submittal Log” for additional requirements)

26. Testing Plan and Log – A written document, prepared and maintained by the QC Manager, indicating all tests required by the Contract Documents, the entity responsible for performing the test, the date each test was conducted, the date test results were submitted to Owner, remarks, and containing the QC Managers certification that an accredited testing Laboratory was used.

27. Three Phases of Control - Phase I – Prepatory Phase; Phase 2 – Work Phase; and Phase III – Follow-up Phase.

28. Work Phase – Phase 1, Phase 2, or Phase 3.

29. Work Phase Checklist - The checklist prepared by the QC Manager, in a format furnished by or accepted by the Owner, for each Definable Feature of Work in the Work Phase.

1.04 REFERENCES
A. The publications listed below are part of the requirements of the Contract Documents to the extent referenced:

4. ASTM D 3740(1999; Rev C.) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
5. ASTM E 329(2000; Rev. A) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.05 CONTRACTOR’S QUALITY CONTROL (QC) SYSTEM

A. Contractor's QC System is the means by which Contractor ensures Quality.

B. Contractor must establish and maintain a QC System, performing sufficient inspections and tests of all items of Work, including Work of its Subcontractors and Suppliers, to ensure conformance with the requirements of the Contract Documents. Contractor's Quality Control measures must be adequate to cover all construction operations and must be correlated with the Official Progress Schedule.

C. Contractor's QC System must include the inspections and tests required by the Contract Documents in addition to Contractor's own inspections and tests necessary to control Quality. Contractor must maintain and submit to Owner adequate records of all inspections and tests, and must submit all test results on forms furnished or accepted by Owner.

D. Contractor must closely inspect all materials upon delivery, and all Work in progress for compliance with the requirements of the Contract Documents. Contractor must promptly reject and return all defective materials and rework any substandard Work without waiting for rejection by Owner.

E. Contractor must submit and Owner must accept Contractor's Quality Control Plan (QC Plan) before starting any Work at the Project Site. Work will be permitted to start only after Owner reviews and accepts Contractor's QC Plan. The QC Plan must identify all QC personnel, procedures, inspections, tests, instructions, reports, records, schedules, etc.

1.06 QC SYSTEM REQUIREMENTS

A. The QC System, as defined herein, establishes specific minimum staffing, documentation, reporting, and procedural requirements that Contractor must implement and maintain throughout the Contract Time.

B. The following points are fundamental to the QC System:

1. Owner is not responsible for controlling the Quality of Contractor's Work.
2. Contractor is responsible for implementing and maintaining specific minimum processes and measures for controlling the Quality of the Work.
3. The requirements of the Contract Documents establish the Quality Level.
4. Owner has the right to inspect the Work; Contractor has the obligation to inspect the Work.
5. Owner will review Contractor’s QC System for compliance with the requirements of the Contract Documents.

6. The objective of Contractor’s QC System is to prevent deficiencies in the Work.

7. Contractor must staff the Project with a QC Manager who is responsible for managing Contractor’s QC System.

8. Contractor must employ specialized inspectors (QC Specialists) to assist the QC Manager. Contractor may obtain QC Specialists from outside testing and inspection firms. Their qualifications and duties are detailed in Section 01450.1.08, “QC Organization.” QC Specialists must report directly to the QC Manager and must be independent of Contractor’s production organization.

9. Contractor must develop and submit twelve (12) copies of a QC Plan that complies with the requirements of Section 01450.1.09, “QC Plan.” The QC Plan must be submitted to, and be accepted by Owner before Contractor performs any Work on the Project Site.

1.07 QC SYSTEM

A. Contractor must establish and maintain a QC System as described herein. At a minimum, the QC System must consist of:

1. QC Organization
2. QC Plan
3. Initial Coordination and Mutual Understanding Meeting
4. Recurring QC Meetings
5. Three Phases of Control
6. Testing
7. QC Documentation
8. QC Manager’s Certifications
9. Completion Inspections

B. The QC System must cover on-site and off-site Work and must be correlated with the Official Progress Schedule and Short Interval Schedules.

C. No on-site Work or testing shall be performed unless the QC Manager or Alternate QC Manager is at the Work site.

D. Owner reserves the right to require changes in the QC Plan and operations as necessary, including removal of personnel, to ensure the specified Quality of Work. Owner reserves the right to interview any member of Contractor’s QC organization at any time to verify their submitted qualifications.

E. Contractor must notify Owner, in writing, of any proposed change to the QC Plan, including changes to QC Organization or personnel, a minimum of seven (7) Days prior to a proposed change. Proposed changes are subject to acceptance by Owner.

1.08 QC ORGANIZATION

A. QC Manager:

1. Provide a QC Manager at the Work site to implement and manage the QC program. Contractor’s Project superintendent or Contractor’s Authorized Representative may function as the QC Manager in addition to their other duties.
2. Within seven (7) days after Award, Contractor must submit for acceptance by the Owner, three (3) copies of an Appointment letter for the QC Manager. The Appointment letter must be accompanied by a detailed resume for the candidates documenting their relevant experience and providing at least three current references. The submittal may be certified by the Owner’s Authorized Representative for compliance with the Requirements of the Contract Documents. Copies of the Owner accepted Authorization letter for the QC Manager and supporting information must be included in the Contractor’s CQ Plan submittal.

3. Duties:
   a. Be on the Work site at all times during performance of Work, with complete authority to take any action necessary to ensure conformance with the requirements of the Contract Documents. In the event of the QC Manager's absence, the Alternate QC Manager must be present and have the same authority as the QC Manager.
   b. Implement and manage the Three Phases of Control for each Definable Feature of Work.
   c. Immediately stop any work that does not comply with requirements of the Contract Documents, and direct removal and replacement of any defective Work.
   d. Conduct daily inspections of Work performed to ensure compliance with requirements of the Contract Documents.
   e. Certify daily that all Work performed, on and off the construction site, conforms to requirements of the Contract Documents. Certify daily that all materials and equipment delivered or installed in the Work comply with the requirements of the Contract Documents. Report any deficiencies and corrective action planned and taken.
   f. Ensure that Contractor's QC Organization is adequately staffed with qualified personnel to perform all required inspections and tests.
   g. Supervise and coordinate the inspections and tests made by the QC Organization, including the tests and inspections of the Work of Subcontractors and Suppliers.
   h. Ensure that all required tests are performed and results are reported. Indicate whether test results do or do not conform to requirements of the Contract Documents. Submit Corrective Action Plan(s) for nonconforming items.
   i. Recommend removal of any person from the Project that consistently fails to perform Work properly.
   j. Report to Contractor’s senior management the identity of any Subcontractor or Supplier who’s Work consistently fails to meet the requirements of the Contract Documents.
   k. Attend the Coordination and Mutual Understanding Meeting and conduct all recurring QC Meetings.
   l. Submit one (1) copy of certified QC Manager’s Daily QC Reports in the specified format.
   m. Certify all Submittals for conformance with the requirements of the Contract Documents.
   n. Certify each payment invoice.
   o. Certify completion prior to requesting Milestone Completion inspection
   p. Certify completion prior to requesting Final Inspection.
q. At the Work site, perform daily maintenance and updating of the following:

(1) Submittal Log
(2) Testing Plan and Log
(3) Rework Items List
(4) Record Documents (as-builts Drawings and Project Manual), marked to show any deviations made from the requirements of the Contract Documents and to indicate the actual materials and equipment incorporated into the Work.
(5) Records Binder containing all Quality Control records.

r. Attend all key Project Meetings including Preconstruction Conference, Schedule Orientation Meeting, Progress Meetings, Commissioning Meetings, Demonstration and Training Meetings, and Closeout Conference.

4. Qualifications:

a. A minimum of 5 years experience as a superintendent, construction QC manager, construction project manager, construction project engineer, or construction manager on similar size and type of construction projects that included the major trades involved with this Project.

B. Alternate QC Manager Duties and Qualifications:

1. Designate an Alternate QC Manager to serve at the Project Site in the absence of the designated QC Manager. The qualification requirements for the Alternate QC Manager are the same as for the QC Manager.

2. Within seven (7) days after Award, Contactor must submit for acceptance by the Owner, three (3) copies of an Appointment letter for the Alternate QC Manager. Appointment letter must be accompanied by a detailed resumes for the candidate documenting their relevant experience and providing at least three current references. The submittal may be certified by the Owner's Authorized Representative for compliance with the Requirements of the Contract Documents. Copies of the Owner accepted Authorization letter for the Alternate QC Manager and supporting information must be included in the Contractor's CQ Plan submittal."

3. The designated QC Manager must not be absent from the Project Site for more two consecutive weeks at a time.

C. QC Specialist Duties and Qualifications:

1. As a minimum, provide a separate QC Specialist at the Project Site for the area of responsibility specified below.

2. The QC Specialist will assist and report directly to the QC Manager and must have no Project duties other than assigned Quality Control duties.

3. The QC Specialist must attend the Coordination and Mutual Understanding Meeting, be physically present at the construction site to perform the Three Phases of Control for Work in the assigned area of responsibility, at the frequency specified below and prepare required documentation.

4. The QC Specialist must submit a certified and dated QC Specialist’s Daily QC Report, for each day the Work is performed in his/her area of responsibility, in the same format as the QC Manager’s Daily QC Report. QC Specialist’s Daily QC Report must be submitted to the Owner on the next workday.

5. The QC Specialist position is in addition to other specialized testing and inspection personnel to be provided by Contractor, as identified in the Contract Documents, such as manufacturer's representatives, Testing Laboratory personnel, etc.
1.09 QC PLAN

A. Requirements:

1. Within fourteen (14) Days of the official Contract start date stated in the Notice to Proceed, submit twelve (12) copies of a draft QC Plan covering both on-site and off-site Work. The draft QC Plan must be bound in a 3-ring binder, the pages must be numbered sequentially, and the following information must be included:

   a. Table of Contents listing the major sections identified with tabs in the following order:
      (1) QC ORGANIZATION
      (2) NAMES AND QUALIFICATIONS (Resumes)
      (3) DUTIES, RESPONSIBILITIES AND AUTHORITY OF QC PERSONNEL
      (4) APPOINTMENT LETTERS
      (5) CONTRACTED ORGANIZATIONS
      (6) INITIAL SUBMITTAL LOG INFORMATION
      (7) TESTING LABORATORY INFORMATION
      (8) TESTING PLAN AND LOG
      (9) REWORK TRACKING PLAN
      (10) LIST OF DEFINABLE FEATURES OF WORK
   
   b. QC organizational chart, showing the relationship of the QC Manager to Contractor's organization and officers, the Contractor's Project superintendent, Project and QC staff, Subcontractors, testing firms, consultants, etc.
   
   c. Names and qualifications, in resume format, for each person in the QC organization.
   
   d. Description of duties, responsibilities and authorities of each person in the QC organization.
   
   e. Appointment letters for the QC Manager and Alternate QC Manager signed by a company officer of Contractor.
   
   f. Copy of letter of direction to QC Specialist from QC Manager outlining duties, authorities, and responsibilities.
   
   g. List of subcontracted organizations such as testing firms, architects and engineers that will be employed by Contractor, and a description of the services they will provide.
   
   h. Initial Submittal Log in a format furnished or accepted by Owner.
   
   i. Testing Plan and Log in the format accepted by Owner, including all tests required by the Contract Documents, applicable Codes, and other tests deemed necessary by Contractor, identified by the document requiring the test, the frequency, and the person responsible for performing each test.
   
   j. Testing Laboratory accreditation and capability information required by Section 01450.1.13, “Testing.”
   
   k. Rework Tracking Plan and Rework Items List in the format accepted by the Owner, to identify, record, track and complete Rework items.
   
   l. List of Definable Features of Work.
      (1) A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has common control requirements and work crews. Each
technical Specification Section could be considered a DFOW, but often there is more that one DFOW per Section and there may be more than one section per DFOW.

(2) This List of DFOW’s must be cross-referenced to the activities on the Official Progress Schedule and the section references from the Project Manual. This DFOW list must include, but is not limited to, all Critical Path activities.

(3) DFOW’s are used in the Three Phases of Control and for grouping Submittals in the Submittal Log.

2. Within twenty-eight (28) Days of the official Contract start date stated in the Notice to Proceed, submit twelve (12) copies of a final draft of the QC Plan covering both on-site and off-site Work for Owner's acceptance.

1.10 COORDINATION AND MUTUAL UNDERSTANDING MEETING

A. After submission of the final draft of the QC Plan and before starting Work, meet with Owner’s Project Manager to present the QC Program.

B. Meeting attendees will be, as a minimum, Owner’s Project Manager, Contractor’s Authorized Representative, Contractor’s superintendent, QC Manager (if different from Contractor’s Authorized Representative or superintendent), Alternate QC Manager, and QC Specialist(s).

C. This Meeting is to develop a mutual understanding of QC Program requirements for all on-site and off-site Work, including documentation, administration, and coordination of Contractor’s management, production and QC personnel.

D. At this meeting, Contractor must explain in detail how the Three Phases of Control will be implemented for each Definable Feature of Work.

E. The QC Manager must conduct the Coordination and Mutual Understanding Meeting, prepare and sign the meeting minutes, and provide copies to each attendee within 2 workdays after each Meeting.

F. If a new QC Manager is appointed at any time during the Contract Time, the Coordination and Mutual Understanding Meeting must be repeated.

1.11 QC MEETINGS

A. After Work begins, recurring QC Meetings will be held at least once every two weeks at the Work site with Owner’s Project Manager, Contractor’s Authorized Representative, Contractor’s Project superintendent, QC Manager (if different from Project superintendent of Contractor’s Authorized Representative), and QC Specialist(s).

1. QC meetings may coincide with other project meetings.

2. The QC Manager must conduct the QC Meetings, prepare and sign the meeting minutes, and provide copies of the minutes to each attendee and submit two (2) copies to the Owner within 2 workdays after each Meeting.

B. As a minimum, the following will be accomplished at each QC Meeting

1. Review status of problems recorded in the minutes of previous meeting.

2. Review Official Progress Schedule and status of Work
   a. Work or testing accomplished since last meeting
   b. Rework items identified since last meeting
   c. Rework items completed since last meeting

3. Review Submittal Log and status of Submittals
   a. Submittals reviewed and returned since last meeting
b. Submittals required in near future

4. Review Work to be done in next 2 weeks and documentation required

5. Establish completion dates for Rework items

6. Update or revise the Official Progress Schedule and Short Interval Schedules to indicate the planned and actual dates of Preparatory Phase, Work Phase, and Follow-up Phase, including testing and inspections.

7. Discuss proposed construction and the approach to be used to ensure Quality Work.

8. Identify potential problems for each Definable Feature of Work.

9. Discuss status of off-site Work and testing.


11. Verify that each Checklist includes a breakdown of Quality checks that will be used when performing QC functions, inspections, and tests required by the Contract Documents.

12. Resolve QC and production problems
   a. Problems relating to correction of deficiencies.
   b. Problems relating to Requests for Information (RFI's)

13. Address items that may require revising the QC Plan:
   a. Changes in procedures
   b. Changes in QC organization or personnel

1.12 THREE PHASES OF CONTROL

A. The QC Manager must implement and manage the following Three Phases of Control for each Definable Feature of on-site and off-site Work:

1. Phase I - Preparatory
   a. The Preparatory Phase consists of the actions required before beginning any Definable Feature of Work.
   b. The QC Manager must call a Preparatory Phase Meeting at least two (2) workdays before beginning Work on any Definable Feature of Work. The Owner's Inspector, the QC Specialist and the Contractor's supervisor responsible for the Definable Feature of Work must attend this meeting.
   c. Perform the following before beginning Work on each Definable Feature of Work:
      (1) Review and fill out the Preparatory Phase Checklist
      (2) Review applicable Project Manual section(s)
      (3) Review the Drawings
      (4) Verify that appropriate Submittals for materials and equipment have been certified by the QC Manager, submitted, and accepted by the Owner.
      (5) Verify receipt of factory test results, when required
      (6) Review the Testing Plan and Log, and ensure that provisions have been made to perform the required QC testing
(7) Examine the Work area to ensure that required preliminary Work has been completed.

(8) Examine the required materials, equipment and Sample Work to ensure that they are on hand and conform to Submittals accepted by Owner or Designer of Record.

(9) Discuss proposed construction, workmanship standards, tolerances, and the approach to be used to provide Quality construction by planning ahead and identifying potential problems for each Definable Feature of Work.

(10) Document the results of the Preparatory Phase actions in the QC Manager’s Daily QC Report and in the Preparatory Phase Checklist.

2. Phase 2 - The Work on each Definable Feature of Work
   a. The QC Manager must notify Owner’s Inspector at least 2 workdays before starting Work.
   b. Before starting work on a DFOW, the QC Manager must meet with the Project superintendent, the supervisor responsible for constructing the DFOW, and the QC Specialist if applicable, to perform the following:
      (1) Review and fill in the Work Phase Checklist.
      (2) Establish the Quality of workmanship required.
      (3) Identify and resolve potential conflicts with other Work.
      (4) Ensure that testing is performed.
   c. The QC Manager must observe the Work to ensure that it complies with the requirements of the Contract Documents.
   d. The QC Manager must document the results in the QC Manager’s Daily QC Report and submit the completed Work Phase Checklist to the Owner on the next workday.
   e. Repeat Phase 2 for each DFOW, for each new crew to Work on site, or when specified Quality Levels are not being met.

3. Phase 3 - Follow-Up (Performed Daily)
   a. The QC manager must perform the Follow-up Phase daily for each DFOW, or more frequently as necessary until completion, and must document the results in the QC Manager’s Daily QC Report, to:
      (1) Ensure that Work is in compliance with the requirements of the Contract Documents.
      (2) Maintain the Quality of workmanship required.
      (3) Ensure that the Approved Laboratory performs testing.
      (4) Ensure that rework items are being corrected.

B. Additional Preparatory and Work Phases
   1. The QC manager must conduct additional Preparatory and Work Phases for Definable Features of Work, if the Quality of on-going Work is unacceptable, if there are changes in the QC organization, if there are changes in on-site supervision or workers, if Work on a Definable Feature of Work is resumed after substantial period of inactivity, or if problems develop.

C. Notification Requirements for Three Phases of Control for Off-Site Work
1. Notify Owner's Inspector at least two weeks prior to the start of the Preparatory and Work Phases for off-site Work.

1.13 TESTING

A. Contractor must perform all sampling and testing required by the Contract Documents and set forth in the Testing Plan and Log.

B. Construction Materials Testing Laboratory Requirements:

1. Provide and pay for an independent construction materials testing Laboratory (or laboratories, as necessary) accredited by one of the laboratory accreditation authorities listed in below to perform sampling and testing required by the Contract Documents. The Laboratory's scope of accreditation must include the ASTM standards that apply to the specific testing fields listed below. This requirement applies to the specific Laboratory performing the actual testing, not just the "Corporate Office".

2. For testing laboratories that have obtained accreditation by an acceptable laboratory accreditation authority listed below, Contractor must submit to Owner eight (8) copies of the Certificate of Accreditation and Scope of Accreditation within seven (7) Days after the start date for the Work as stated in the Notice to Proceed. The scope of the Laboratory's accreditation must include the test methods required by the Contract Documents.

3. Testing laboratories that have not yet obtained accreditation by an acceptable laboratory accreditation authority listed below must:
   a. Within seven (7) Days after the start date for the Work as stated in the Notice to Proceed, submit for Owner's acceptance an acknowledgment letter from one of the acceptable laboratory accreditation authorities stating that the application for accreditation has been received and the accreditation process has started.
   b. Within seven (7) Days after the start date for the Work as stated in the Notice to Proceed, submit for Owner's acceptance, certified statements, signed by an official of the laboratory, attesting that the proposed laboratory meets or conforms to the ASTM standards appropriate to the testing field as listed below.

4. Acceptable Laboratory Accreditation Authorities are:
   a. National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology
   b. American Association of State Highway and Transportation Officials (AASHTO)
   c. ICBO Evaluation Service, Inc. (ICBO ES)
   d. American Association for Laboratory Accreditation (ASLA) program.

5. The ASTM Standards for specific testing fields are as follows:
   a. Construction materials: ASTM E 329
   b. Concrete and concrete aggregates: ASTM C 1077
   c. Steel, stainless steel, and related alloys: ASTM A 880

6. Within seven (7) Days after the start date for the Work as stated in the Notice to Proceed, submit eight (8) copies of the following capability information for each proposed laboratory:
   a. Organizational description
   b. List and resume(s) of personnel
c. List of equipment corresponding to each test noted in the Testing Log, and calibration certifications.

7. Include the above accreditation and capability information in the QC Plan.

C. Capability Verification by Owner:

1. Owner has the right to verify the adequacy of the proposed laboratory’s personnel, equipment, procedures, techniques, and other items pertinent to testing with the requirements of the Contract Documents.

D. Reports of Test Results:

1. Action by testing individual or organization:
   a. Submit actual test results.
   b. Cite applicable requirements of the Contract Documents and the tests or analytical procedures that were used.
   c. State whether the item tested or analyzed conforms or fails to conform to specified requirements.
   d. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the requirements of the Contract Documents, whichever is applicable.
   e. A testing Laboratory representative, licensed as a Professional Engineer in the State of California and authorized to sign certified test reports, must sign all Reports of Test Results.
   f. Submit test results directly to the Owner and Contractor by 10 a.m. of the second workday after performing each test.

E. Action by QC Manager

1. As tests are performed, record the results on the "Testing Plan and Log." Include the date each test was conducted, date the test results were submitted to Owner, remarks, and certification that an accredited testing Laboratory was used.
2. If an item fails to conform, notify Owner’s Inspector immediately and submit a Corrective Action Plan for the item with a copy of the Report of Test Results.
3. Submit Corrective Action Plan by 10 a.m. of the third workday after each failed test.
4. Submit an updated copy of the "Testing Plan and Log" at each QC Meeting.

1.14 QC DOCUMENTATION

A. This section lists and describes the special QC Documentation required to show that materials, equipment, workmanship, fabrication, construction and operations comply with the requirements of the Contract Documents.


C. QC Manager’s Daily QC Report:

1. The QC Manager must submit a certified QC Manager’s Daily QC Report in the specified format. One (1) copy of each QC Manager’s Daily Report must be submitted to Owner the following workday.
2. Reports are required for each day that Work is performed and for every seven consecutive calendar Days of no Work and on the last day of a no-work period. Account for each calendar day throughout the entire Contract Time.

3. Manager must prepare, sign and date each QC Manager’s Daily QC Report, which must contain the following information:
   a. Date of report, report number, Contract Number and Title.
   b. For each of the Three Phases of Control:
      (1) Describe each item of Work performed each day, including on-site and off-site Work.
      (2) Reference Official Progress Schedule Activity number for each item of Work
      (3) Reference the Definable Feature of Work
      (4) Reference the Project Manual section(s).
      (5) Report results of Follow-up Phase inspections.
   c. Certify that Work for each Definable Feature of Work complies with the requirements of the Contract Documents and that required testing has been performed.
   d. Identify who performed the testing.
      (1) List each Rework item identified, but not corrected by close of business, along with its Official Progress Schedule Activity number.
      (2) List each Rework item corrected from the Rework Items List along with the corrective action taken and its Official Progress Schedule Activity Number.
   e. Include a “Remarks” section containing pertinent information including construction deficiencies encountered, QC problem areas, deviations from the QC Plan, QC meetings held, acknowledgement that Record Documents have been updated, directions received, corrective direction provided by the QC organization, and corrective actions taken by Contractor. For each remark provided, identify it by its corresponding Official Progress Schedule Activity Number.
   f. QC Manager’s Daily QC Report certification, signature and date.

4. QC Manager’s Daily QC Report Continuation Sheet: This sheet includes space for additional daily information. Continuation Sheets may be added as necessary and attached to the QC Manager’s Daily QC Report.

D. Preparatory Phase Checklist:
1. The QC Manager must prepare this Checklist for each Definable Feature of Work in the Preparatory Phase. Identify this Checklist by terminology consistent with the Official Progress Schedule. Attach this Checklist to the QC Manager’s Daily QC Report of the same date.
   a. Enter Project Manual section, date of report, and Contract number
   b. Each Definable Feature of Work, Official Progress Schedule Activity number and format must match its entry in the Preparatory Phase section of the QC Manager’s Daily QC Report
   c. Personnel Present: Report whether or not Owner’s Inspector was notified. Report the names of attendees at Preparatory Phase Meeting, their position and company/organization
d. Submittals: Indicate if Submittals have been submitted (Yes/No checkboxes) and if not, indicate what has not been submitted. Are materials on hand (Yes/No checkboxes) and if not, report any missing items. Check delivered material and equipment against Submittals accepted by the Owner or Designer of Record and report the status.

e. Material Storage: Report if materials and equipment are stored properly (Yes/No checkboxes), and if not, the action taken.

f. Project Manual: Review and comment on the requirements of the Project Manual that describe the material, equipment, and procedures for accomplishing the Work, and clarify any differences.

g. Preliminary Work & Permits: Assure that Preliminary Work is in accordance with the requirements of the Contract Documents, and that all necessary permits are on file, and if not, report the action taken.

h. Testing: Identify who performs tests, the test location and frequency. Review the Testing Plan, report abnormalities, and if the test facilities have been Approved.

i. Meeting Comments: Respond to comments and remarks made during the Preliminary Phase Meeting that were not addressed in previous sections of this Checklist.

j. Other Items or Remarks: Note any other remarks or items that were a result of the Preliminary Phase.

k. The QC Manager must sign and date this Checklist.

E. Work Phase Checklist:

1. The QC Manager must prepare this Checklist for each Definable Feature of Work in the Work Phase. Identify this Checklist by Activity numbers from the Official Progress Schedule. Attach this Checklist to the QC Manager’s Daily QC Report of the same date.

   a. Enter Project Manual section, date of report, and Contract number.

   b. Each Definable Feature of Work, Official Progress Schedule Activity Number, and index number, entry and format must match its entry in the Work Phase section of the QC Manager’s Daily QC Report.

   c. Personnel Present: Report whether or not Owner’s Inspector was notified. Report the names of attendees at Work Phase meeting, their position and company/organization.

   d. Procedure Compliance: Comment on compliance with procedures identified at Preliminary Phase and actions taken to assure that Work is in accordance with the requirements of the Contract Documents and accepted Submittals.

   e. Preliminary Work: Assure preliminary Work is in compliance with the requirements of the Contract Documents and if not, what action is/was taken.

   f. Workmanship: Identify where initial Work is located; if a sample panel is required (Yes/No checkboxes); is the initial Work the sample (Yes/No checkboxes); and if Yes, describe the panel location and precautions taken to preserve the sample.

   g. Resolution: Comment on any differences and resolutions reached.

   h. Other: Note any other remarks or items resulting from the Work Phase.

   i. The QC Manager must sign and date this Checklist.

F. Rework Items List:
1. The QC Manager must maintain a list of Work that does not comply with the requirements of the Contract Documents (the Rework Items List), identifying what items need to be reworked, the date the item was originally discovered, the anticipated date for correction of the item, and the actual date of correction. There is no requirement to report a Rework item that is corrected the same day it is discovered.

2. Attach a copy of the "Rework Items List" to the last QC Manager’s Daily QC Report of each month and submit to the Owner. Contractor is responsible for including on this list all items needing rework including those identified by Owner’s Inspector.

G. QC Records Binders: Establish and maintain the following in a series of 3 ring binders. Binders must be divided and tabbed as indicated below. These binders must be readily available to Owner during all Normal Hours Of Work.

1. QC Plan
2. List of all Definable Features of Work
3. Initial Submittal Log and all updates
4. Testing Plan and Log and all updates
5. QC Meeting Minutes
6. Manufacturer's Certificates and Certificates of Compliance
7. Contractor's Daily Reports
8. QC Manager’s Daily QC Reports
9. QC Specialist’s Daily Reports
10. All reports of test results
11. All summaries of test results
12. All completed Preparatory and Work Phase Checklists, arranged by Project Manual section.
13. Any interim Milestone inspections, arranged by Milestone number from the Official Progress Schedule.
14. Copies of all Approved Change Orders, Field Modifications, and RFI responses, arranged in numerical order. Also include documentation that changed Work was accomplished.
15. Copies of all Rework Items Lists.
16. Copies of all Deficiency Lists (Punch Lists) issued by QC Staff, Contractor, or Subcontractors, and all Deficiency Lists issued by Owner.

H. Record Documents (‘as-built’ Drawings and ‘as-built’ Project Manual):

1. In addition to the requirements of Document 00700.3.3, "Documents and Samples at the Project Site", the QC Manager must ensure that Record Documents are kept current on a daily basis and marked to show deviations from the requirements of the Contract Documents.
2. Ensure each deviation has been identified with the appropriate modifying documentation (e.g., Change Order #, Field Modification #, Request for Information #, etc.).
3. The QC Manager (or assigned QC Specialist) must initial each deviation and each revision.
4. Upon completion of the Work, the QC Manager must certify the accuracy of the Record Documents as required in Section 01450.1.15.G, “Record Document Certification.”
I. Records of Contractor’s Quality Control Plan and its implementation

1. Upon completion of the Work, submit three (3) copies of the records of Contractor’s Quality Control Plan and its Implementation must be Submitted to the Owner in a durable plastic binder approximately 9" x 12" in size with at least the following:
   a. Identification on, or readable through, the front cover stating the project name and nature of the document.
   b. Front index indicating the location of major categories of data in the binder.
   c. All test results (Code Compliance, Owner Specified and Contractor’s own).
   d. All inspection reports and records of required corrective measures.

1.15 CERTIFICATIONS

A. QC Manager’s Daily QC Report Certification

1. All signatures must be original and in “blue” ink. Stamped signatures are not acceptable.

2. QC Manager’s Daily QC Report Certification: Each QC Manager’s Daily QC Report must contain the following statement signed by the QC Manager:

   “On behalf of Contractor, / certify that this report is complete and correct, that equipment and material used, and Work performed during this reporting period are in compliance with the requirements of the Contract Documents to the best of my knowledge, except as noted in this Report.

Certified by QC Manager______________________, Date______ “
(Signature)

B. QC Specialist’s Certification

1. QC Specialist’s Daily QC Report Certification: Each QC Specialist’s Daily QC Report must contain the following statement signed by the QC Specialist:

   “On behalf of Contractor, / certify that this report is complete and correct, that equipment and material used, and Work performed during this reporting period are in compliance with the requirements of the Contract Documents to the best of my knowledge, except as noted in this Report.

Certified by QC Specialist______________________, Date______ “
(Signature)

C. Submittal Certification (GSA Procedure) (See Document 00700.3.26.2.3)

1. Except for the QC Manager and Alternate QC Manager Appointment letters which may be certified by the Contractor’s Authorized Representative, the QC Manager must stamp and sign each sheet of each Submittal with the following QC certifying statement (except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only):

   “The (equipment) (material) (article) shown and marked in this Submittal is that proposed to be incorporated with Project Name (_____), Contract Number (_____), Project Manual Section (______), has been checked and complies in all respects, except as specifically noted in writing on the Submittal and accompanying transmittal, with the requirements of the Contract Documents, is a Complete Submittal, has been coordinated with all other accepted Submittals, and can be properly installed in the allocated spaces.

Certified by QC Manager______________________, Date______ “
(Signature)
D. Invoice Certification

1. Furnish the following certification with each payment request, signed by the QC Manager:

   "The Work for which payment is requested, including Materials On Hand, is in compliance with the requirements of the Contract Documents. Record Documents ('as-built' Drawings and Project Manual) are current, accurate, and correctly show Work installed as of the date of the payment request.

   Certified by QC Manager________________________, Date_________ “

(Signature)

E. Milestone Completion Certification

1. Prior to requesting Milestone completion inspection, the QC Manager must furnish the following Milestone Completion Certification to Owner:

   "The Work of Milestone (#) has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents except for the minor deficiencies listed in the attached Deficiency List.

   Certified by QC Manager__________________________, Date_________ “

(Signature)

2. The Deficiency List attached to the Milestone Completion Certification must list all known deficiencies in the Work of the Milestone. Unless specifically exempted in writing by Owner’s Project Manager, the Deficiency List must not include incomplete items of Work. Unless specifically exempted in writing by Owner’s Project Manager, the Milestone Completion Certification will be rejected if incomplete items of Work appear on the Deficiency List.

F. Project Completion Certification

1. Prior to requesting Final Inspection of the entire Work of the Project, the QC Manager must furnish the following Project Completion Certification to Owner:

   "The entire Work of the Project has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents except for the minor deficiencies listed in the attached Deficiency List.

   Certified by QC Manager___________________________, Date_________ “

(Signature)

2. The Deficiency List attached to the Project Completion Certification must list all known deficiencies in the Work. Unless specifically exempted in writing by Owner’s Project Manager, the Deficiency List must not include incomplete items of Work. Unless specifically exempted in writing by Owner’s Project Manager, the Project Completion Certification will be rejected if incomplete items of Work appear on the Deficiency List.

G. Record Document Certification

1. Accompanying submission of the final Record Documents, and prior to requesting Final Payment, the QC Manager must furnish the following Certification to Owner:

   "The attached Record Documents ('as-built' Drawings and Project Manual) for (Contract Name and Number) were prepared in accordance with the requirements of the Contract Documents, are accurate and complete, and may be relied on by the Owner to locate completed Work.

   Certified by QC Manager__________________________, Date_________ “

(Signature)
H. **Pre-functional Checklist Certification** (See Section 01810, “General Commissioning Requirements”) The QC Manager must furnish the following Certification to Owner when the pre-functional checklist activities are ready to be commenced:

"On behalf of Contractor, / certify that the Systems, equipment, and Pre-functional Checklists meet the requirements of Section 01810 and the pre-functional checklist activities are ready to be commenced."

Certified by QC Manager__________________________, Date___ _________ "

I. **Functional Performance Testing Certification** (See Section 01810, “General Commissioning Requirements”)

1. The QC Manager must furnish the following Certification to Owner when the Systems and equipment are operational and ready for functional performance testing:

"On behalf of Contractor, / certify that the Systems and equipment are operational and are ready for functional performance testing."

Certified by QC Manager__________________________, Date___ _________ "

1.16 **MILESTONE COMPLETION INSPECTIONS**

A. When Contractor believes the Work comprising a Milestone is complete, including final cleaning of the Work area associated with the Milestone, Contractor must submit to the Owner two (2) copies of a written certification that the Work of the Milestone is complete and request inspection by the Owner.

B. Within 7 Days of receipt of the Milestone Completion Certification, the Owner’s Project Manager will determine if the Work of the Milestone is sufficiently complete to be inspected. If the Owner’s Project Manager determines that Work of the Milestone is not sufficiently complete to be inspected, the Owner’s Project Manager will reject the Contractor’s Milestone Completion Certification and issue a notice to the Contractor so stating. Contract must then complete the Work of the Milestone and resubmit a new Milestone Completion Certification.

C. If the Owner’s Project Manager determines that the Work is sufficiently complete to be inspected, within 21 Days of the receipt of the Milestone Completion Certification, unless a longer period is specified elsewhere in the Contract Documents, Owner’s Project Manager will inspect the Work and prepare a list of deficiencies in the completed Work (Punch List.)

D. When all the deficiencies identified in the Owner’s Deficiency List are corrected, the Contractor must send a letter to the Owner requesting final verification of the correction of the items on the Deficiency List. If Owner’s Project Manager determines that the items on the Deficiency List have been satisfactorily corrected, Owner’s Authorized Representative will send a letter acknowledging Milestone Completion to the Contractor. The Milestone Completion letter will identify the actual date of Milestone Completion consistent with Owners final verification that the Work of the Milestone was complete and in full compliance with the requirements of the Contract Documents.

1.17 **PROJECT COMPLETION INSPECTION**

A. Contractor’s list of incomplete work.

1. Near the final completion of the entire Work of the Project, Contractor must conduct a detailed Project completion inspection of the Project, and submit a list of Incomplete Work with a schedule for final completion thereof to Owner’s Project Manager.

2. Within 60 Days after receipt of Contractor’s list of Incomplete Work and schedule for final completion, Owner’s Project Manager will determine appropriate dates for a Preliminary Walk-Through inspection and the Final Inspection. The Preliminary Walk-
Through and Final Inspection will not be conducted until the entire Work of the Project is complete.

B. Contractor's Certification that the entire Work of the Project is complete.
   1. When all Work is complete and after the Contractor has performed the final cleaning of the entire Project Site and Work area, Contractor must so certify to Owner's Project Manager and submit a request for a Preliminary Walk-Through Inspection.
   2. If the Contract Documents include a Milestone for the completion of the entire Work of the Project, the Milestone Completion Certification must be submitted concurrently with the Project Completion Certification.

C. Preliminary walk-through inspection.
   1. Within seven (7) Days of receipt of Contractor's certification that the entire Work of the Project is complete, Owner's Project Inspector will make a Preliminary Walk-Through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.
   2. If Owner's Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner's discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be changed to the Contractor.

D. Final Inspection.
   1. The Final Inspection will occur within twenty-one (21) Days of the Contractor's Project Completion Certification if the Owner's Project Manager agrees with the Contractor's certification.
   2. If Owner's Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work.
   3. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner's discretion, any costs to Owner for additional Final Inspections may be changed to the Contractor.

1.18 NOTIFICATION OF NONCOMPLIANCE

A. If Owner notifies Contractor of any observed noncompliance with the foregoing requirements, Contractor must take immediate corrective action upon receipt of such notice. Such notice, when delivered to Contractor at the Project Site, is sufficient for the purpose of notification.

B. If Contractor fails or refuses to promptly comply with any notice of noncompliance, Owner may, in addition to other remedies provided by law and/or the Contract Documents, issue an Order to the Contractor to suspend part or all of the Work until Contractor has taken satisfactory corrective action. No part of the cost or time expended by Contractor or its Subcontractors due to such Order to suspend Work shall be made the subject of a Dispute or Claim against Owner for extension of the Contract Time, Contract Sum, or for excess costs or damages of any kind.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

FORMS

END OF SECTION 01450
SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents, Codes, and Standards
      c. 1.03 - Definitions
      d. 1.04 - Temporary Facilities and Controls
      e. 1.05 - Utilities
      f. 1.06 - Temporary Construction Facilities
      g. 1.07 - Temporary Controls
      h. 1.08 - Fire Protection
      i. 1.09 - Submittals
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms - Table 01500-001, "Permit-required Confined Spaces"

1.02 RELATED DOCUMENTS, CODES AND STANDARDS
A. Document 00700.3.5, “Use of Site”
B. Document 00700.3.6, “Workplace Environment”
C. Document 00700.3.13, “Cleanup”
D. Document 00700.3.14, “Disposal of Material Outside Project Area”
E. Document 00700.3.15, “Hazardous Materials”
F. Document 00700.3.16, “Safe Use of Pesticides”
G. Document 00700.3.17, “Trenching and Excavation”
H. Document 00700.3.18, “Air Pollution Control”
I. Document 00700.3.19, “Water Pollution Control”
J. Document 00700.3.20, “Sound Control”
K. Document 00700.3.21, “Worker’s Sanitary Provisions & Use of Owner’s Facilities”
L. Document 00700.10, “Protection of Persons and Property”
M. Document 00700.10.2.1, “Confined Space Entry Program”
N. California Fire Code - Article 87
O. National Fire Protection Association - Standard #1
P. Fire Marshal Standard Details & Specifications - SI-7

1.03 DEFINITIONS
A. **Hot Work** - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.
B. **Fire Marshal** – Office of the Fire Marshal, Santa Clara County
C. **SD&S No. SI-7** – Fire Marshal Standard Details & Specifications Number SI-7 (Construction Site Fire Safety)
D. **Temporary Fencing** - Temporary fencing provided and installed by Contractor as needed by Contractor to protect equipment, field office, stored items, Project Site, and Work until final demobilization.

1.04 TEMPORARY FACILITIES AND CONTROLS

A. Provide and pay for all temporary utilities, utility usage and service charges, utility meters, controls, and support facilities required for construction of the Project.

1.05 UTILITIES

A. **Electricity**

1. Electrical service including metering devices needed by the Contractor to perform the Work must be provided and paid for by Contractor.
2. Arrange with utility company to provide service required for power and lighting, and pay all costs for service and for power used.
3. Install circuit and branch wiring with area distribution boxes located so that power and lighting is available throughout the construction by the use of construction-type power cords.
4. Provide adequate artificial lighting for all areas of Work in accordance with industry safety standards including OSHA requirements when natural light is not adequate for Work and for areas accessible to the public.
5. If additional temporary utility poles or electric extensions are deemed necessary by the Contractor to perform Contract Work, Contractor must submit three (3) copies of a plan showing the proposed temporary utility poles or electric extensions prior to installation. Contractor must pay for all additional temporary utility poles or electric extensions installed.

B. **Telephone Service**

1. Arrange with local telephone company to provide direct line telephone service at the construction site. (See Section 01500.1.08.A)
2. Minimum service required:
   a. One direct line instrument in Field Office.
3. Pay all costs for installation, maintenance and removal.
4. Prior to mobilization, Contractor must submit to Owner four (4) copies of a list containing all relevant personnel contact telephone numbers, including emergency contact numbers for nights, weekends, and holidays.

C. **Water Service**

1. Contractor must make arrangements and pay for all water and water metering devices required for construction purposes including landscape irrigation.
2. Contractor must not assume that water required for construction purposes will be available at the Project Site at the times and in the quantities required to support Contractor's construction activities.

D. **Sanitary Facilities**

1. Contractor must provide and pay for an appropriate number of sanitary facilities, in compliance with all laws and regulations, for use by Contractor and Owner's personnel.
2. Regular service of the sanitary facilities must be maintained by the Contractor to keep a clean, healthy, and hygienically acceptable work environment.
3. Contractor must not use Owner's Sanitary Facilities without prior written approval of Owner's Project Manager. (See Document 00700.3.21, "Worker's Sanitary Provisions and Use of Owner's Facilities").

E. **Waste Disposal**

1. Unless otherwise specifically stated in the Contract Documents, Contractor must
Provide and pay for all Waste Disposal.

2. Wastes must be properly handled, and stored in covered containers, and removed from the Project Site at least once each week.

3. Wood, cardboard, packing material, form lumber and similar combustible debris shall not be accumulated within buildings. Such debris, rubbish and waste material must be removed from buildings on a daily basis. (See SD&S No. SI-7)

1.06 TEMPORARY CONSTRUCTION FACILITIES

A. Field Office
   1. The Contractor must maintain an active Field Office on site.
   2. Contractor may bring a portable field office on site to support the Contractor’s Work.
   3. All project meetings will be held in the Contractor’s Field Office unless otherwise Directed by Owner’s Project Manager.

B. Advertising
   1. Advertising is not permitted, except that Contractor’s name may be placed on Contractor’s field office.

C. Temporary Fencing
   1. The Contractor must Install Temporary Fencing to protect equipment, field office, and stored items.
   2. Contractor must Provide and pay for Temporary Fencing to protect Project Site and Work areas as needed until final demobilization.

D. Storage Areas and Sheds
   1. Prior to mobilizing to the Project Site, Contractor must submit the intended location of the Contractor’s storage sheds and storage areas for Owner review and acceptance.
   2. Contractor must confine its apparatus, storage of materials, and construction operations to areas Approved by Owner’s Project Manager.
   3. Contractor must not unreasonably encumber the premises and roads with its materials and equipment.
   4. The Contractor must not store bulk quantities of fuel, oils, solvents or any other hazardous materials in storage tanks on-site.

E. Equipment Maintenance and Repair
   1. The Contractor must perform equipment maintenance activities in a designated area that is prepared to protect the ground surface from spills.
   2. The Contractor must collect, contain and properly dispose of all waste material (including waste oil, coolant, grease, and equipment parts) generated from these activities on a daily basis.
   3. Equipment service trucks must provide fuels and lubricants for construction equipment. Contractor must not store bulk quantities of fuel or oil in on-site storage tanks.

F. Vehicular Access
   1. All vehicles must be operated in a safe manner.
   2. Contractor’s equipment must enter and leave the Project area via access routes designated by Owner, and move in the direction of public traffic at all times. All movements on or across public traveled ways must not endanger public traffic.

G. Parking
   1. Parking for personal vehicles of Contractor’s personnel must be limited to designated areas specified or Approved by Owner’s Project Manager.
   2. Contractor must obtain and pay for GSA “parking permits” as needed or required.
   3. Personal vehicles must not be parked in the Work area.
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4. Parking of construction equipment must be limited to designated areas specified or Approved by Owner.

5. All vehicles must be parked a minimum of 20 feet from new buildings under construction except construction vehicles may be temporarily parked for loading/unloading or other construction related operations as long as such vehicles are not left unattended at any time. (See Santa Clara Fire Marshall SD&S No. SI-7)

H. Progress Cleaning
1. Contractor must maintain the Project Site in a clean and orderly condition at all times.
2. The Contractor must maintain all Project areas free of waste materials, debris, dust, mud and rubbish caused by Contractor's operations.
3. Work and storage areas must be kept clean and free of rubbish on a daily basis.
4. Contractor must immediately remove any spillage resulting from hauling operations along or across any public traveled way.
5. Contractor must perform daily inspection of Project Site, Work areas, and public traveled ways to enforce the above requirements.

I. Concrete Washout Areas
1. Concrete washout must be limited to designated areas specified or Approved by Owner.

J. Temporary Living Facilities
1. Contractor’s employees, or others subject to the Contractor’s control, are not permitted to reside on the Project Site in temporary living facilities.

K. On-site Fabrication areas
1. On-site Fabrication must be limited to designated areas specified or Approved by Owner.

L. Hoists, Temporary Elevators and Man-lifts
1. Provide facilities for hoisting materials and employees.
2. Do not permit employees to ride hoists that comply only with requirements for hoisting materials.
3. Selection of type, size and number of facilities is the Contractor's option.
4. Provide properly trained operating personnel for equipment.
5. Truck cranes and similar devices used for hoisting are considered equipment and not Temporary Construction Facilities.
6. Permanent Elevators
   a. Use permanent elevators only with the express written permission of the Owner’s Project Manager.
   b. Contractor must not assume Owner will grant permission to use Permanent Elevators.
   c. If Owner grants permission to use Permanent Elevators, Contractor must comply with all conditions and restrictions associated with Owner’s permission for Contractor's use of Permanent Elevators.

M. Scaffolding
1. Furnish, erect and maintain all required scaffolding for the Work of this Project.
2. Scaffolding and accessories must conform to all regulations governing such equipment.
3. Maintain scaffolding in conformance with all applicable safety requirements.
4. Immediately upon completion of use, remove all scaffolding and accessories from the Job Site.
5. At the Contractor's option, individual Subcontractors may provide scaffolding for their Work; however, all scaffolding remains the responsibility of the Contractor.
N. Temporary Enclosures
   1. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, as necessary to provide acceptable working conditions, to provide weather protection for materials, allow for effective temporary heating, and to prevent entry of unauthorized persons.
   2. Provide temporary exterior doors with self-closing hardware and padlocks.
   3. Temporary Enclosures must be removable as necessary for Work and for handling of materials.

1.07 TEMPORARY CONTROLS

A. Temporary Barriers
   1. Contractor must provide and maintain temporary barriers as needed to prevent unauthorized entry to Work areas.
   2. Contractor must provide and maintain temporary barriers as needed to protect existing facilities and adjacent properties from damage.
   3. Contractor must provide adequate measures to protect third party vehicular traffic from damage.
   4. Contractor must provide adequate measures to protect third party foot traffic from injury.
   5. Install Temporary Barriers in a neat and reasonable uniform appearance, structurally adequate for required purposes.
   7. Relocate Temporary Barriers as required by progress of Construction.
   8. Contractor must remove Temporary Barriers when no longer needed, or at completion.

B. Protection of Work
   1. Contractor must protect installed Work and provide special protection where needed or required by the Contract Documents.
   2. Contractor must provide suitable drainage to protect the Project Site and the Work.
   3. Contractor must erect such temporary structures as are necessary to protect the Work, materials, and equipment from damage.
   4. Contractor must maintain staking, flagging, Temporary Fencing, and barrier fencing throughout the Contract Time as required for protecting the Work.

C. Protection of Existing Property
   1. Contractor must protect all existing utilities, facilities, landscape, fencing, equipment, furniture and all other existing structures and improvements within the Project area not specifically scheduled for demolition.
   2. To the extent permitted by law, any damage caused by the Contractor to existing utilities, facilities, equipment, furniture, fencing, and all other existing structures and improvements must be fully and immediately restored at the Contractor’s expense.

D. Protection of Pedestrians
   1. Contractor must pave pedestrian openings through falsework or provide full width continuous wood walks, and keep all walkways clear.
   2. Contractor must protect pedestrians from falling objects and water runoff.
   3. Overhead protection for pedestrians must extend not less than four (4) feet beyond the edge of a structure.

E. Security
   1. The security of the Project Site, Work area, and stored materials is the Contractor’s responsibility during the entire Contract Time.
   2. Owner is not responsible for damage to or loss of Contractor’s materials and equipment.
left at the Project Site.

3. Contractor must repair, replace, or restore all existing facilities, equipment, furniture, and new Work damaged, destroyed, lost, stolen, or defaced due to vandalism or theft.

F. Traffic Control:
1. The Contractor must not stage vehicles or equipment on railroad tracks, private property, or on any public street unless expressly authorized in advance by the local jurisdiction or private property owners.
2. The Contractor must keep all surface areas (i.e., site roads, off-site streets, and parking areas) clear of dirt, mud, and debris and must clean such surfaces as needed, or as Directed by the Owner’s Project Manager.
3. Locate temporary roads, drives, walks and parking facilities to provide uninterrupted access to construction offices, Work and storage areas, and other areas as required for efficient execution of the Work.
4. Keep fire hydrants and water control valves free from obstruction and accessible for use.
5. Provide flagmen for traffic control as needed or required.
6. At completion of the Work, permanent roads and entranceways must be left in at least equal condition to that existing at the start of the Work, except as may be otherwise required by the Contract Documents.

G. Noise Control
1. Unless the Owner’s Authorized Representative grants a waiver in writing, Contractor must comply with all local noise ordinances, and must limit the Normal Hours Of Work accordingly. (See Document 00700.3.20, “Sound Control”)

H. Dust Control:
1. Contractor must minimize dust nuisances resulting from performance of the Work, both inside and outside the Project limits, by applying either water or dust palliative, or both. (See Document 00700.3.18, “Air Pollution Control”)

I. Surface Water Control:
1. Contractor must:
   a. Construct whatever temporary facilities are necessary to provide prevention, control and abatement of water pollution. (See Document 00700.3.19, “Water Pollution Control”)
   b. Control surface drainage water to prevent damage to the Work, Project Site or adjoining properties.
   c. Provide whatever temporary measures are needed or required including but not limited to berms, dikes, ditches, and drains to direct surface drainage away from excavations, trenches, pits, tunnels and other Work areas.
   d. Provide, operate and maintain equipment of adequate capacity to control surface water.
   e. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Work, Project Site or to adjoining areas.
   f. Plan and execute earthwork operations by methods which control surface drainage.
   g. Expose minimum amount of bare soil at any given time.
   h. Inspect earthwork daily for evidence of erosion and apply erosion control measures as needed or required.

2. Contractor must obtain and pay for any discharge permits required.

J. Trenching and Excavation
1. Before any excavation, Contractor must, pursuant to California Government Code
§4216 and Cal/OSHA 8CCR1540, outline the excavation in white paint (preferably chalk or water base), provide two workdays notice to Underground Service Alert (1-800-227-2600), obtain a locator number, and follow all necessary procedures to avoid underground facility damage.

2. Contractor must meet all regulatory requirements and Provide adequate temporary protection before, during, and after all Trenching and Excavation activities. (See Document 00700.3.17, “Trenching and Excavation”.)

K. Pesticide Use
1. Contractor must comply with Division B28 of the Santa Clara County Ordinance Code relating to integrated pest management and pesticide use. (See Document 00700.3.16, “Safe Use of Pesticides”)

L. Compliance with Owner’s Policies, Ordinances, and Regulations
1. Contractor must comply with Owner’s Policies, Ordinances, and Regulations regarding signs, advertising, barricades, danger signals, pesticide use, fires, smoking, security, noise, or other policies or regulations, and must require all persons employed on the Work to comply with all building or institutional regulations, and vehicle, street and highway codes while on the premises and roads relating to the Project Site.

M. Temporary Heat and Ventilation
1. Provide temporary heat and ventilation in interior spaces prior to and when work is being performed.
2. Maintain adequate environmental conditions to facilitate progress of the Work.
3. Meet specified minimum conditions for the installation of materials.
4. Protect materials and finishes from damage due to temperature or humidity.
5. Provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors or gases.
6. Portable heaters must be standard approved units complete with controls and meet the requirements of Section 01500.1.08.Q, “Temporary Heating Equipment.”
7. Pay all costs of installation, maintenance, operation and removal, and for fuel consumed.

N. Confined Spaces
1. Contractor must comply with all State and Federal OSHA requirements, and all of Owner’s requirements regarding entry into confined spaces including but not limited to the following:
   a. Before starting any Work, submit for Owners review and acceptance a confined space entry program applying to all existing permit-required confined spaces identified by Owner in the Contract Documents (see Table 01500-001, “Permit-required Confined Spaces”), or defined by regulations, and any confined spaces identified or created by Contractor or Owner during the Contract Time. Owner has the right to identify additional spaces to be treated as confined spaces by Contractor at any time during the Contract Time, without changing the Contract Sum or Contract Time if such additional spaces were created by Contractor.
   b. Maintain written records of all entries into confined spaces and all activities conducted in confined spaces.
   c. Coordinate all entry operations with Owner when both Contractor’s personnel and Owner’s personnel will be working in or near a confined space in the Project area. Owner will endeavor to give Contractor at least twenty-four (24) hours advance notice of such entry except in unforeseen situations and emergencies.
   d. Inform Owner in writing at the conclusion of entry operations regarding the permit space program followed and any hazards confronted or created in permit spaces.
1.08 FIRE PROTECTION (See SD&S No. SI-7)

A. Prior to performing any Work at the Project Site, Contractor must establish at the Project Site, methods, procedures, and equipment for emergency notification to the fire department via telephone. The street address of the construction site must be posted adjacent to the telephone, along with the public safety emergency telephone number(s).

B. Fire Department Access Roadways
1. The Project Site must be accessible by fire department apparatus by means of roadways having an all-weather driving surface of not less than 20 feet of unobstructed width.
2. The Fire Department Access Roadway must have the ability to withstand the live loads of fire apparatus, and have a minimum 15 feet of vertical clearance.
3. Dead-end Fire Department Access Roadway in excess of 150 feet in length must be Provided with turnarounds approved by the Fire Marshal.
4. If permanent Fire Department Access Roadways are not available during any part of the Contract Time, Contractor must Provide temporary Fire Department Access Roadways complying with the following requirements:
   a. The roadway must be approved by the Fire Marshal
   b. As a minimum, the roadway must consist of a compacted sub-base and six inches (6") of road base material (Class II aggregate base rock), both compacted to a minimum of ninety-five (95%).
   c. The perimeter edges of the roadway must be contained and delineated by curb and gutter or other method approved by the Fire Marshal.
   d. Surface drainage must be Provided.
   e. The integrity of the roadway must be maintained at all times.
   f. The Contractor must include activities in Contractor’s Progress Schedules for Fire Marshal approval and construction of the temporary Fire Department Access Roadway.

C. Fire Alarm Systems
1. Fire alarm systems must be maintained operational at all times during building alterations.
2. When an alteration requires modification to a portion of the fire alarm system, the portion of the system requiring Work must be isolated and the remainder of the system must be kept in service whenever practical.
3. When it is necessary to shut down an entire fire alarm system, Contractor must provide a fire watch or other mitigation approved by the Fire Marshal. The mitigation measures must remain active until the system is returned to full service.

D. Area Separation Walls
1. When area separation walls are required, the wall construction must be completed, with all openings protected, immediately after the building is sufficiently weather-protected at the location of the wall(s).
2. Contractor’s Progress Schedule must include specific activities showing the installation of area separation walls.

E. Fire Extinguishers
1. Portable fire extinguishers must be Provided and must be mounted on a wall or post at each usable stairway such that the travel distance to any extinguisher does not exceed 75 feet.
2. Mounting height to the top of the extinguisher must not exceed five feet (5’).
3. Extinguishers must have not less than a 2A1 OBC rating or as otherwise directed by the Fire Marshal.

4. The Contractor must ensure an adequate number of individuals are trained in the proper use of portable fire extinguishers.

F. Standpipes
1. Where standpipes are required, the standpipes must be installed when the progress of construction is not more than 35 feet in height above the lowest level of the fire department access.

2. The standpipe system must be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

3. Contractor’s Progress Schedule must include specific activities showing the installation of standpipes.

G. Fire Hydrants
1. If underground water mains and fire hydrants are required as part of the Work, they must be installed, completed, and in service prior to combustible construction materials accumulating on the Project Site.

2. Contractor’s Progress Schedule must include specific activities showing the installation of water mains and fire hydrants.

H. Fire Sprinkler Systems
1. If automatic fire sprinkler systems are required as part of the Work, the system must be placed in service as soon possible.

2. Immediately upon the completion of sprinkler pipe installation on each floor level, the piping must be hydrostatically tested and inspected.

3. After inspection and approval from the Fire Marshal, each floor level of sprinkler piping must be connected to the system supply riser and placed into service.

4. Prior to installation of the permanent monitoring system, an exterior alarm bell may be installed and connected to a sprinkler water flow device to provide notification when the system is activated.

5. For buildings equipped with fire sprinkler systems that are undergoing alterations, the sprinkler system(s) must remain in service at all times except when system modifications are necessary.

6. Fire sprinkler systems undergoing modifications must be returned to service at the end of each workday unless otherwise approved by the Fire Marshal.

7. The Contractor must check the sprinkler control valve(s) at the end of each workday to confirm the system has been restored to service.

8. Contractor’s Progress Schedule must include specific activities showing the installation of Fire Sprinkler Systems including all sequencing restrictions identified in the requirements of the Contract Documents.

I. Exiting Requirements
1. All new buildings under construction must have a least one unobstructed exit.

2. For new multi-story buildings, each level above the first story must be provided with at least two usable exit stairs after the floor decking is installed. The stairways must be continuous and discharge to grade level.

3. Stairways serving more than two floor levels must be enclosed (with openings adequately protected) after exterior walls/windows are in place.

4. Exit stairs in new and existing, occupied buildings, must be lighted and maintained clear of debris and construction materials at all times. (Exception: For new multi-story buildings, one of the required exit stairs may be obstructed on not more than two (2) contiguous floor levels for the purposes of stairway construction; i.e., installation of
5. Designated exterior assembly points must be established for all construction personnel to relocate to upon evacuation.

6. Contractor’s Progress Schedule must include specific activities showing the installation of exit stairs including all sequencing restrictions identified in the requirements of the Contract Documents.

J. Oily Rags
1. Oily rags and similar material must be stored in metal or other approved containers equipped with tight-fitting covers.

K. Smoking
1. Smoking is prohibited anywhere inside or on the roof of new buildings under construction or in the Work area of buildings undergoing alteration.

2. A suitable number of "NO SMOKING" signs must be posted to ensure smoking is controlled.

L. Asphalt and Tar Kettles
1. Asphalt kettles must not be located within 20 feet of any combustible material, combustible building surface or building opening.

2. With the exception of thermostatically controlled kettles, an attendant must be within 100 feet of a kettle when the heat source is operating.

3. Ladders or similar obstacles must not form a part of the route between the attendance and the kettle.

4. Kettles must be equipped with tight-fitting covers.

5. A minimum 20-B:C rated portable fire extinguisher must be located within 30 feet of each asphalt kettle when the heat source is operating.

6. Minimum 20-B:C rated portable fire extinguishers also must be located on roofs during asphalt coating operations.

M. Compressed Gases
1. Gas cylinders must be marked with the name of the contents.

2. Gas cylinders must be stored upright and secured to prevent falling.

3. When not in use, gas cylinder valve protective caps must be in place.

4. Gas cylinders must be protected against physical damage.

5. When stored, gas cylinders must be separated from each other based on their hazard classes.

6. Combustible materials must be kept a minimum of 10 feet from gas containers.

7. Gas cylinders must not be placed near elevators, unprotected platform edges or other areas where they would drop more than two feet (2').

8. Gas cylinders must not be placed in areas where they may be damaged by falling objects.

9. Ropes, chains or slings must not be used to suspend gas cylinders unless the cylinder was manufactured with appropriate lifting attachments.

N. Liquid Petroleum Gas Storage and Use
1. Liquid petroleum gas (LP-Gas) storage and use must comply with the following:
   a. If not prohibited by other sections of the Contract Documents, propane containers may be used in buildings under construction or undergoing major renovation as a fuel source for temporary heating for curing concrete, drying plaster and similar applications in accordance with the following:
      (1) Heating elements (other than integral heater-container units) must be located at least 6 feet from any LP-Gas container.
(2) Integral heater container units specifically designed for the attachment of the heater to the container, or to a supporting standard attached to the container, may be used provided they are designed and installed so as to prevent direct or radiant heat application to the LP-Gas container.

(3) Blower and radiant type units must not be directed toward any LP-Gas container within 20 feet.

(4) Heat producing equipment must be installed with clearance to the combustibles in accordance with the manufacturer's installation instructions.

(5) Cylinders must comply with DOT cylinder specifications and must be secured in an upright position.

(6) Regulators must be approved for use with LP-Gas. Fittings must be designed for at least 250-psig service pressure.

(7) Hoses must be designed for a working pressure of at least 350 psig (unless limited to 5 psig) and shall be a maximum of 6 feet in length.

(8) Portable heaters must be equipped with an approved automatic device to shut off the flow of gas to the main burner and to the pilot in the event of flame extinguishment or combustion failure.

(9) Portable heaters with an input of more than 50,000 Btu/hr must be equipped with either a pilot that must be "proved" before the main burner can be turned on, or provided with an approved electronic ignition system.

b. In addition to the above, for LP-Gas storage/use in buildings undergoing alteration and that are fully or partially occupied, the following shall also apply:

(1) Specific approval must be obtained from the Fire Marshal prior to bringing LP-Gas containers onto the Project Site.

(2) The maximum water capacity of individual containers shall be 5-gallon water capacity and the number of containers in the building shall not exceed the number of workers assigned to using the LP-Gas.

(3) Containers having a water capacity greater than 2 1/2 lb. [1 quart] must not be left unattended.

O. Hot Work

1. The use of Hot Work equipment must be in accordance with the following guidelines, including a pre-site inspection, fire watch and post inspection procedures.

   a. Pre-site Inspection: An inspection of the Hot Work site must be conducted by the Contractor or his/her designee prior to Hot Work operations to ensure:

      (1) the Hot Work site is clear of combustibles or that combustibles are protected;

      (2) exposed construction is of noncombustible materials or that combustible materials are protected;

      (3) openings are protected;

      (4) there are no exposed combustibles on the opposite side of partitions, walls, ceilings, floors, etc.;

      (5) fire extinguishers are available, fully charged and operable; and

      (6) fire watch personnel are assigned, equipped and trained.

   b. Fire Watch: The sole duty of fire watch personnel must be to watch for the occurrence of fire during and after Hot Work operations.

      (1) Individuals designated to fire watch duty must have fire-extinguishing equipment readily available and must be trained in the use of such equipment.

      (2) Personnel assigned to fire watch must be responsible for extinguishing spot fires and communicating an alarm.
(3) Hot Work conducted in areas with vertical and horizontal fire exposures that cannot be observed by a single individual must have additional personnel assigned to fire watches to ensure that all exposed areas are monitored.

c. Post Inspection: The fire watch must be maintained a minimum of 30 minutes after the conclusion of the Work to look out for leftover sparks, slag or smoldering combustibles.

P. Combustion Powered Equipment

1. Combustion powered equipment must be used in accordance with the following:
   a. Equipment must be located so that exhausts do not discharge against combustible materials.
   b. When possible, exhausts must be piped to the outside of the building.
   c. Equipment must not be refueled while in operation.
   d. Fuel for equipment must be stored in an approved area outside of the building.

Q. Temporary Heating Equipment (See Santa Clara Fire Marshall SD&S No. SI-7)

1. Temporary heaters, such as those that are liquid petroleum gas (LP-Gas) fueled, shall be listed and must be installed, used, and maintained in accordance with the manufacturers instructions.
2. Temporary heating devices must be secured properly and kept clear from combustible materials.
3. Refueling operations must be conducted in an approved manner.

R. Combustible Material Storage

1. Combustible construction materials must be stored a minimum of 20 feet from buildings under construction or undergoing remodel, except:
   a. Materials staged for installation on a floor level.
   b. When specifically approved by the Fire Marshal, materials may be stored in parking garages of Type I construction if the automatic fire sprinkler system is in service and vertical openings are protected.

S. Flammable and Combustible Liquids

1. Storage areas for flammable and combustible liquids must be kept free of weeds and extraneous combustible material. Open flames and smoking are prohibited in flammable or combustible liquid storage areas.
2. Tanks and containers must be marked with the name of the product and "FLAMMABLE KEEP FIRE AND FLAME AWAY." Tanks (containers in excess of 60 gallons) shall also be labeled, "KEEP 50 FEET FROM BUILDINGS."
3. Metal containers for Class I or II liquids must be in accordance with DOT requirements or must be of an approved design. Discharge devices must not cause an internal pressure on the container. Individual containers must not be interconnected and must be kept closed when not in use.
4. Secondary containment or a means of spill control, drainage control, and dike control is required for large containers (such as 55 gallon drums) and tanks as approved by the Fire Marshal.
5. Plans for the installation/use of any aboveground storage tank (containers greater than 60 gallons) must be submitted to the Owner and Fire Marshal for review and permit prior to procuring proposed tank.

T. Burning on the Project Site is prohibited.

1.09 SUBMITTALS

A. Contractor must submit the following items to the Owner for review and acceptance prior to mobilization:
1. Three (3) copies of a site map identifying the locations of:
   a. Contractor’s field office (See Section 01500.1.06.A)
   b. Storage sheds and storage areas (See Section 01500.1.06.D)
   c. Project Site access and egress points (See Document 00700.10.3.3)
   d. Fabrication areas (See. Section 01500.1.06.K)
   e. Equipment maintenance area (See Section 01500.1.06.E)
   f. Parking area for personal vehicles (See Section 01500.1.06.G)
   g. Parking and maintenance area(s) for construction equipment (See Section 01500.1.06.G)
   h. Temporary utility poles or electric extensions (See. Section 01500.1.05.A.5)
   i. Concrete washout area(s) (See. Section 01500.1.06.I)
   j. Temporary and/or Construction Fencing location(s)

2. Eight (8) copies of a written description of what types of materials will be used as temporary barriers and protection and how they will be utilized. (See Section 01500.1.07, “Temporary Controls”)

3. Three (3) copies of a letter designating an authorized representative for the Contractor who will have the authority to represent and act for Contractor at the Project Site. (See Document 00700.3.7.1). Include the telephone and/or pager numbers at which the Contractor’s Authorized Representative can be reached at all times. (See Document 00700.3.7.4)

4. Four (4) copies of a confined space entry program applying to all existing permit-required confined spaces identified by Owner in the Contract Documents, or defined by regulations, and any confined spaces identified or created by Contractor or Owner during the Contract Time.

B. Contractor must submit one reproducible and eleven (11) copies of the following items for Owner and Fire Marshal review and acceptance:

1. Plans for the installation/use of any aboveground storage tank (containers greater than 60 gallons).

2. Plans for temporary Fire Department Access Roadways, if needed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01500
SECTION 01515
SOLID WASTE MANAGEMENT AND RECYCLING PLAN

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Sections
      c. 1.03 - Definitions
      d. 1.04 - Intent
      e. 1.05 - Submittals
      f. 1.06 - Recycling Requirements
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms
      a. Form 01515-F1 “Summary of Solid Waste Disposal and Diversion”

1.02 RELATED SECTIONS
A. Division 1 Section 01330, “Submittal Procedures”
B. Division 1 Section 01500, “Temporary Facilities and Controls”
C. Division 1 Section 01740, “Cleaning”

1.03 DEFINITIONS
A. **Inert Fill** - A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
   1. Inert Solids/Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board and does not contain significant quantities of decomposable solid waste.

B. **Class III Landfill** - A landfill that accepts non-hazardous waste such as household, commercial and industrial waste, including construction, remodeling, repair and demolition operations.

C. **Construction and Demolition Waste** - Includes solid wastes, such as building materials, packaging, rubbish, debris and rubble resulting from construction, remodeling, repair and demolition operations.
   1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
   2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.

D. **Chemical Waste** - Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.

E. **Sanitary Wastes** – Includes:
   1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution or consumption of food.
   2. Sewage: Domestic sanitary sewage.

1.04 INTENT
A. Owner is committed to promoting efforts to have the Work performed in an environmentally sensitive manner.

B. To promote this effort the Contractor is required to:
   1. Make reasonable efforts to affect optimum control of solid wastes.
   2. Prepare and comply with a Project specific Solid Waste Management Plan.

1.05 SUBMITTALS

A. Submit the following according to the requirements of the Contract Documents:
   1. Solid Waste Management Plan
      a. No later than twenty-eight (28) Days after the start date for the Work stated in the Notice to Proceed, Contractor must schedule and conduct a meeting with Owner to discuss Contractor’s proposed Solid Waste Management Plan.
      b. No later than forty-five (45) Days after the start date for the Work stated in the Notice to Proceed, prepare and submit four (4) copies of a written and/or graphic Solid Waste Management Plan including, but not limited to, the following:
         (1) Permit or license and the location of the solid waste disposal area(s).
         (2) Procedures for Recycling/Re-Use Program.
      c. Revise and resubmit Solid Waste Management Plan as required by Owner.
   2. Review of the Contractor’s Solid Waste Management Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

B. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must submit four (4) copies of a summary of solid waste generated by the Contractor’s operations.
   1. Submit on Form 01515-F1 or other form acceptable to Owner.
   2. Include manifests, weight tickets, receipts, and invoices specifically identifying the Project and waste material from:
      a. Recycling Centers.
      b. Class III Landfills.
      c. Inert Fills.

1.06 RECYCLING REQUIREMENTS

A. Recycling: Implement a recycling program that includes separate collection of waste materials of the following types:
   1. Concrete.
   2. Metal:
      a. Ferrous.
      b. Non-ferrous.
   3. Wood.
   4. Debris.
   5. Glass.
   6. Fluorescent light tubes
   7. Paper:
      a. Bond.
      b. Newsprint.
c. Cardboard and paper packaging materials.

8. Others as appropriate.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

Form 01515-F1

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

<table>
<thead>
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<th>Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td></td>
</tr>
<tr>
<td>Contractor Name:</td>
<td></td>
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<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>License Number:</td>
<td></td>
</tr>
</tbody>
</table>

Enter the weight and cubic yardage of each Type of Material diverted or disposed of in the appropriate column.

<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Disposed in Class III Landfill</th>
<th>Disposed in Inert Fill</th>
<th>Diverted from Landfill by Recycling</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Concrete</td>
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<td></td>
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<tr>
<td>Porcelain</td>
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<td></td>
<td></td>
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<tr>
<td>Ferrous metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-ferrous metal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wood</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debris</td>
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<tr>
<td>Newsprint</td>
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<td></td>
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<tr>
<td>Cardboard</td>
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<td></td>
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<tr>
<td>Others</td>
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</tr>
</tbody>
</table>

END OF SECTION 01515
SECTION 01525
FIRE PROTECTION PLAN

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Sections And Standards
      c. 1.03 - Definitions
      d. 1.04 - Fire Protection Plan Requirements
      e. 1.05 - Implementation
      f. 1.06 - Submission
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED SECTIONS AND STANDARDS
A. Division 1 Section 01500, “Temporary Facilities and Controls”
B. California Fire Code - Article 87
C. National Fire Protection Association - Standard #1
D. Fire Marshal Standard Details & Specifications - SI-7

1.03 DEFINITIONS
A. **Hot Work** - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.
B. **Fire Marshal** – Office of the Fire Marshal, Santa Clara County
C. **SD&S No. SI-7** – Fire Marshal Standard Details & Specifications Number SI-7 (Construction Site Fire Safety)

1.04 FIRE PROTECTION PLAN REQUIREMENTS
A. Contractor must prepare and submit a written Fire Protection Plan.
B. The written Fire Protection Plan must meet the requirements of the Contract Documents and be consistent with the fire safety precautions specified in SD&S No. SI-7.
C. At a minimum, the fire protection plan must include:
   1. The name and contact phone number of the person(s) responsible for compliance with the Fire Protection Plan.
   2. Procedures for:
      a. Reporting emergencies to the fire department.
      b. Emergency notification, evacuation and/or relocation of all persons in the building under construction and on the Project Site.
      c. Hot Work operations
      d. Management of hazardous materials
e. Removal of combustible debris
f. Maintenance of emergency access roads.

3. Floor plans identifying the locations of:
   a. Exits
   b. Exit stairs
   c. Exit routes
   d. Portable fire extinguishers.

4. Site plans identifying:
   a. Designated exterior assembly areas for each evacuation route.
   b. Fire apparatus access roadways
   c. On-site fire hydrants

1.05 IMPLEMENTATION
   A. Contractor is responsible for implementation of the requirements and provisions of the
      approved Fire Protection Plan.
   B. Contractor is responsible for communicating the requirements of the Fire Protection Plan to all
      Subcontractors and other personnel working at the Project Site.

1.06 SUBMISSION
   A. Submit four (4) copies of a Fire Protection Plan.
   B. Fire Marshal must approve the Fire Protection Plan prior to Contractor performing Work at the
      Project Site.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS (Not Used)

END OF SECTION 01525
SECTION 01535
CONSTRUCTION FENCING

PART 1 - GENERAL
1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
   b. 1.02 – Related Sections
   c. 1.03 - Definitions
   d. 1.04 - Construction Fencing
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
      a. 3.01 Construction
   4. Part 4 – Forms (Not Used)

1.02 RELATED SECTIONS
A. Section 01500.1.09.A.1.J, Site Map Submittal
B. Section 01500.1.06.C, “Temporary Fencing”

1.03 DEFINITIONS
A. Temporary Fencing - Temporary fencing Provided and Installed by Contractor as required by other Sections of the Contract Documents.
B. Construction Fencing - Temporary fencing to be Provided and Installed by Contractor for the duration of construction as required by this Section.

1.04 CONSTRUCTION FENCING
A. Prior to start of Work at the Project Site, install site enclosure fence with suitable locked entrance gates.
B. Locate as shown on Drawings or as Approved by Owner’s Project Manager.
C. Locate vehicular entrance gates in suitable relation to construction facilities and to avoid interference with traffic on public thoroughfares.
D. Locate pedestrian entrance gates as required to provide controlled personnel entry, in suitable relation to construction parking facilities.
E. Fencing Materials:
   1. No. 11 gauge, 2-inch mesh, 72-inch high galvanized chain link fabric with extension arms and 3b strands of galvanized barbed wire.
   2. Galvanized steel posts; 1-1/2 inch O.D. line posts and 2 inch O.D. corner posts.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION
3.01 CONSTRUCTION
   A. Construct open-mesh fence in accordance with industry standards.

PART 4 - FORMS (Not Used)

END OF SECTION 01535
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 - Related Documents (Not Used)
   c. 1.03 - Definitions (Not Used)
   d. 1.04 – General
   e. 1.05 - Hostage Negotiation Policy
   f. 1.06 - Lockdown
   g. 1.07 - Restricted Materials
   h. 1.08 - Security Clearance
   i. 1.09 - Access To Secured Facility Work Area
   j. 1.10 - Work Area Security
   k. 1.11 - Facility Disruption
   l. 1.12 - Tool Control
   m. 1.13 – Vehicle Security
   n. 1.14 – Scheduling Work
   o. 1.15 – Security Escorts
   p. 1.16 – Normal Hours of Work
   q. 1.17 – Material Control

2. Part 2 – Products (Not Used)
3. Part 3 – Execution (Not Used)
4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS (Not Used)

1.03 DEFINITIONS (Not Used)

1.04 GENERAL

A. Contractor personnel are prohibited from communicating with inmates.

B. All County facilities are “No Smoking” facilities.

1.05 HOSTAGE NEGOTIATION POLICY

A. The facility is a "NO HOSTAGE" area.

B. If Contractor personnel are taken hostage, the DOC will NOT negotiate for the release of an inmate based on the status of any hostage.

C. The Contractor is responsible to inform all Contractors' personnel working within the facility of
this policy.

1.06 LOCKDOWN
A. On occasion, the facility must be "Locked Down" for security reasons.
B. If there is a security threat inside the facility, Contractor personnel may be ordered to leave the facility. In this eventuality, the all Contractor personnel must comply immediately.

1.07 RESTRICTED MATERIALS
A. No firearms, narcotics, drugs, intoxicants, or other similar materials are permitted on the Project Site.
B. Contractor personnel must not smoke inside the secure facility.
C. Contractor personnel must not to bring cigarettes or other tobacco products into the facility. Inmates often attempt to gain access to them.

1.08 SECURITY CLEARANCE
A. Prior to performing Work within secured facilities operated by Santa Clara County Department of Corrections (DOC), Contractor personnel are required to obtain Security Clearance.
B. Contractor personnel may be required to submit to fingerprinting.

1.09 ACCESS TO SECURED FACILITY WORK AREA
A. DOC staff will control all access to the Work area.
B. All vehicles, equipment, supplies and persons are subject to a security check before entering or leaving the site. The process to enter or exit the facility normally takes from one (1) to fifteen (15) minutes depending on the time of day. The cost of lost time checking in and out is the responsibility of the Contractor.
C. All Contractor personnel, equipment, supplies, and materials must use the East Gate entrance.
D. Contractor personnel must have their identification ready when they arrive.
E. The guard at the entry gate will issue a Contractor Badge in exchange for the individual's driver's license.
F. Contractor personnel must report to the DOC Operations Office and check in with the Operations Officer.

1.10 WORK AREA SECURITY
A. Almost anything is of value to an inmate. Items as simple as a nail or scrap of wire can be fashioned into a dangerous device that an inmate may use to damage property, attempt escape or even take a life. Contractor personnel must be aware of their surroundings at all times and be extra careful to keep all objects secured. Special precautions are required of the Contractor to prevent the contamination of the Work area with metal scraps and debris.
B. Contractor must clear, clean, and lock the Work area at the end of each day.
C. The Contractor must report to the DOC Operations Office immediately on discovery, of the loss of any tools, equipment, materials, or other items stored or used on the Project Site.
D. Contractor's equipment must be rendered temporarily inoperative when not in use, by locking or other means.

1.11 FACILITY DISRUPTION
A. Contractor must at all times conduct their operations so as not to interrupt or disrupt the functioning of the facility.
B. All Work that will or may affect the operation of the facility must be scheduled 72-hours in advance and be accepted in writing by the DOC Operations Office.

1.12 TOOL CONTROL

A. The quantity and type of tools taken by Contractor personnel into secured facilities is restricted.
B. The use of explosive powered tools, fasteners, and devices is prohibited unless Contractor obtains prior written permission from DOC Operations Office.
C. In addition to Contractor's general inventory and control procedures, DOC Operations Office may require Contractor to maintain special inventory and/or control procedures for:
   1. Sharp cutting instruments and tools, i.e.. hacksaw blades, and files, etc.
   2. Ropes
   3. Ladders
   4. Volatiles, quick evaporating liquids and alcohol base thinners.
D. Contractor personnel must only bring the tools they actually need to perform work into the facility.
E. Tool control is Contractor's responsibility. Contractor must ensure their tools are properly secured at all times.
F. Contractor personnel are required to account for all tools and materials taken into secured facilities. The DOC Staff may, at any time, inventory Contractor's tools.
G. Rolling, lockable tool cabinet(s) are required within the secure facility. Tools must be kept in the locked toolbox whenever possible.
H. If Contractor personnel leave the Work Area at any time during the day, their tools must be secured in the locked tool cabinet.
I. Contractor must inspect Work Area for forgotten tools or material at the end of each day.
J. All tools must be stored at the close of Normal Hours of Work and locked in a place of security provided by the Contractor, as approved by DOC Operations Office.
K. All tools transported in vehicles must be secured within the vehicles.
L. Tools hanging from tool belts are not permitted.
M. Contractor personnel are prohibited from leaving unsecured tools in vehicles or anyplace where inmates can access them.
N. If Contractor discovers that a tool is missing, the loss must be immediately reported to the DOC Operations Office.

1.13 VEHICLE SECURITY

A. All persons must remove ignition keys from their vehicles when they are out of the vehicles.
B. Unattended vehicles must be locked at all times.
C. Contractor parking outside and within the secured facility is restricted.
D. Vehicles must only be parked in areas designated by DOC Staff.

1.14 SCHEDULING WORK

A. Contractor must inform DOC Operations Office of their planned Work schedule.
B. If a Contractor is unable to be on site as scheduled, Contractor must notify the DOC Operations Office indicating that the Contractor will be delayed or that the scheduled work for that day is cancelled. This notice is required no later than 30 minutes before the scheduled beginning of work.
1.15 SECURITY ESCORTS

A. Contractors are not permitted on-site when unescorted by DOC Operations staff.

B. Escorts are required for all Contractor personnel entering or leaving a secured construction area. The DOC Operations Office will furnish escorts to the Contractor.

C. Escorts will be furnished based on the schedule that is agreed upon by the Owner's Project Manager, DOC Operations Office, and the Contractor.

D. Any changes to the agreed upon escort schedule must be approved by the Owner's Project Manager, and DOC prior to the change taking effect.

E. Contractor personnel must contact the DOC Operations Office (957-5440) at least thirty (30) minutes prior to arriving at the facility entrance. The notification is required to coordinate the availability of the security escort with the actual arrival of the Contractor personnel at the facility.

F. Contractor personnel must work and take breaks during the times that the escorts are available.

1.16 NORMAL HOURS OF WORK

A. The Normal Hours Of Work within all DOC Facilities are:

1. Monday through Friday
   a. 7:00 a.m. to 10:30 a.m.
   b. 10:30 a.m. to 11:30 a.m. - Lunch Break (no escort available)
   c. 11:30 a.m. to 4:30 p.m.

2. Any work performed on holidays, weekends, or between the hours of 4:30 p.m. and 7:00 a.m. is considered to be work performed outside Normal Hours Of Work.

B. Weekend access is normally not available

C. Whenever the Contractor intends to perform work outside the Normal Hours Of Work, Contractor must request permission by giving written notice to the Owner's Project Manager and DOC Building Operations Manager at least seventy-two (72) hours prior to performing the Work. Requests to work outside Normal Hours Of Work must be approved by both the Owner's Project Manager and the DOC Building Operations Manager.

1.17 MATERIAL CONTROL

A. Material may be delivered to DOC Operations Office during Normal Hours Of Work.

B. Materials will be stored in areas designated by DOC Operations.

C. At the end of each workday, Contractor must clear the Work area(s) of debris, trash, rubbish, tools, materials, supplies and any other object that could be used as a weapon.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01540
SECTION 01570
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - SWPPP Requirements
      e. 1.05 - Submittals
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.19, “Water Pollution Control”
B. Section 01330, “Submittal Procedures.”
C. Section 01450, “Contractor’s Quality Control (QC) System”

1.03 DEFINITIONS
A. NOI - Notice of Intent
B. SWPPP - Storm Water Pollution Prevention Plan
C. NOT - Notice of Termination

1.04 SWPPP REQUIREMENTS
A. The project will comply with the NPDES General Construction Activity Storm Water Permit administered by the Regional Water Quality Control Board.
B. Prior to construction grading for the proposed land uses, the Owner will file a “Notice of Intent” (NOI) to comply with the General Permit.
C. The Contractor must prepare and maintain for the entire construction period a Storm Water Pollution Prevention Plan (SWPPP) which addresses measures Contractor will implement to minimize and control construction and post-construction storm water runoff.
D. At a minimum, the following measures must be included in the SWPPP:
   1. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
   2. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
   3. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
   4. Stockpiles of soil or other materials that can be blown by the wind will be watered or covered.
   5. All trucks hauling soil, sand, and other loose materials will be covered and maintain at least two feet of freeboard.
   6. All paved access roads, parking areas, staging areas and residential streets adjacent to
the construction sites will be swept daily (with water sweepers).

E. Contractor must submit twelve (12) copies of the draft SWPPP to the Owner for review and acceptance prior to construction.

F. The certified SWPPP must be available at the Project Site and must be updated to reflect current site conditions.

G. When the construction phase is complete, Contractor must file a Notice of Termination (NOT) for the General Permit for Construction with the Regional Water Quality Control Board and applicable Governmental Agency. The NOT must document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described in the SWPPP for the site. Submit three (3) copies of the NOT to the Owner.

1.05 SUBMITTALS

A. Submit the Storm Water Pollution Prevention Plan (SWPPP) in accordance with Section 01300, "Submittal Procedures."

B. Submit required copies of the Notice of Termination (NOT) to the Owner

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01570
SECTION 01600
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents and Sections
      c. 1.03 - Definitions
      d. 1.04 - Product Delivery, Storage, and Handling
      e. 1.05 - Packaging
   2. Part 2 – Products
      a. 2.01 - Unauthorized Products
      b. 2.02 - Product Availability
      c. 2.03 - Product Requirements
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.25, “Certification by Contractor of Recycled Content”
B. Document 00700.3.26, “Submittals”
C. Document 00700.3.30, “Substitutions”
D. Division 1 Section 01330, “Submittal Procedures”
E. Division 1 Section 01630, “Product Substitution Procedures”

1.03 DEFINITIONS
A. Products - Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock.
   1. The term "Product" includes the terms "material," "equipment," "system," and terms of similar intent.
   2. Product means New Products including material, machinery, components, equipment, fixtures, and systems forming the Work.
      a. Product does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
      b. Products may also include existing materials or components required for reuse.
B. Named Products - Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.
C. New Products - Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered New Products.
D. Manufacturer's Warranty - Preprinted written Warranty published by individual Manufacturer for a particular Product and specifically endorsed by Manufacturer to Owner.
1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery
   1. Deliver Products using means and methods that will prevent damage, deterioration, and loss, including theft.
   2. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of Project or Work areas.
   3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   4. Deliver products to Project Site in an undamaged condition in Manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   5. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that Products are undamaged and properly protected.

B. Storage
   1. Store Products using means and methods that will prevent damage, deterioration, and loss, including theft.
   2. Comply with Manufacturer’s written instructions for storage.
   3. Store Products to allow for inspection and measurement of quantity or counting of units.
   4. Store materials in a manner that will not endanger Project premises or personnel.
   5. Store Products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
   6. Comply with product Manufacturer’s written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   7. Protect stored products from damage.
   8. For exterior storage of fabricated products, place on sloped supports above ground.
      a. Cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
      b. Store loose granular materials on solid surfaces in well-drained area; prevent mixing with foreign matter.

C. Handling
   1. Handle Products using means and methods that will prevent damage, deterioration, and loss, including theft.
   2. Comply with Manufacturer’s written instructions for handling.
   3. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

1.05 PACKAGING

A. Provide reusable or recyclable packaging for items delivered to the Project Site such as construction materials, operations and maintenance materials, furniture, equipment and other large objects.

B. For items over 75 pounds or larger than 120 cubic feet, polystyrene “peanuts” shall not be used with packaging.

C. Use products with natural or recycled content.
1. Plastic sheets or films will be allowed only if labeled with recycling symbol-indicating type of plastic.

2. Reusable Packaging: Items such as blankets, skids and crates must be returned to the manufacturer or transportation company for future reuse as packaging materials.

3. Recyclable Packaging: Items such as boxes, cardboard and paper that will be delivered to a recycling center after use.

   D. Properly dispose of packaging materials and clean surrounding areas of packaging debris immediately after unpacking of Products.

PART 2 - PRODUCTS

2.01 UNAUTHORIZED PRODUCTS

A. Products required for Work must not contain asbestos or polychlorinated biphenyls (PCB).

B. If the Contract Documents name a Product, Provide the Named Product unless the Owner’s Authorized Representative, through the Substitution process, accepts an equal Product. (See Section 01630, “Product Substitution Procedures”)

2.02 PRODUCT AVAILABILITY

A. Prior to Bid, Contractor must verify that Named Products, including sole source Products can be obtained, delivered, and installed within the Time Period(s) stated in the Bid Documents.

B. Owner does not warrant that Named Products including sole source Products are available within the Time Period(s) required by the Bid Documents. Contractor must verify availability of Named Products before submitting a Bid.

C. By submitting a Bid, Contractor represents to the Owner that Contractor has verified the availability of Named Products, the Named Products including sole source Products are currently available, and the Work or designated portion of the Work can be completed within the Contract Time(s).

2.03 PRODUCT REQUIREMENTS

A. Provide Products that:

   1. Comply with the requirements of the Contract Documents
   2. Have been accepted by the Owner for incorporation into the Work
   3. Are undamaged
   4. Are new at time of installation, unless otherwise indicated in the Contract Documents.

B. Provide products complete with:

   1. Accessories
   2. Trim
   3. Finish
   4. Fasteners
   5. Gauges
   6. All other items needed for a complete installation.

C. Standard Products

   1. If available, and unless custom products or nonstandard options are specified, Provide standard products of types that have been produced and used successfully in similar situations on other projects.

D. Owner has the right to reject Products with Manufacturer’s Warranties that are in conflict with requirements of the Contract Documents.

E. Products required to be supplied in quantity must be interchangeable.
END OF SECTION 01600
SECTION 01630
PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents
      c. 1.03 Definitions (Not Used)
      d. 1.04 - General
      e. 1.05 - Submission Requirements
      f. 1.06 - Owner’s Action
   2. Part 2 – Products
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)
      a. Form 01630-F1 (Substitution Request Form)

1.02 RELATED DOCUMENTS
A. Document 00200.16, “Substitution of Alternative Materials, Articles, or Equipment”
B. Document 00700.3.30, “Substitutions”

1.03 DEFINITIONS (Not Used)

1.04 GENERAL
A. Owner’s Authorized Representative will consider proposals for Substitution of a service, product, material, process or article only when such proposals are:
   1. Submitted within the time periods stated in the Contract Documents
   2. Accompanied by full and complete technical data
   3. All supporting information requested by Owner’s Authorized Representative to substantiate or prove quality, delivery time, and cost are submitted
   4. Substitution request is accompanied by Substitution Request Form (Form 01630-F1) at the end of this Section 01630, “Product Substitution Procedures”, properly completed by Contractor, and properly certified by the Contractor’s Authorized Representative. If the Substitution request is a pass through request from a Subcontractor, both Contractor’s Authorized Representative and an officer of the Subcontractor must certify the Substitution requests.
B. The burden of proof as to the equality of any service, product, material, process or article Contractor proposes for Substitution rests with Contractor.
C. The Contractor must not order substitute services, products, materials, or articles without prior written acceptance of the Substitution by Owner’s Authorized Representative.
D. The Owner has the right to reject proposals due to insufficient information.
E. Contractor must certify that proposed Substitution meets or exceed all the requirements of the Contract Documents.
F. Contractor must assume responsibility for Owner’s additional costs related to the redesign and/or modifications to any parts of the Work and/or Contract Documents caused by the Substitutions.

G. Contractor’s Substitution requests that do not comply with the requirements of the Contract Documents may be returned to Contractor without review.

H. If Contractor’s Substitution request is returned without review or returned rejected, Contractor must furnish the originally specified items.

1.05 SUBMISSION REQUIREMENTS

A. Limit each request to one proposed Product Substitution.

B. Submit three (3) copies of each request for Substitution.

C. Identify product or fabrication or installation method to be replaced including specification Section number and title and Drawing numbers and titles.

D. Include three (3) copies of completed and signed Substitution Request Form 01630-F1, furnished at the end of this Section 01630, “Product Substitution Procedures.”

E. Submit the following documentation:
   1. Statement indicating why specified material or product cannot be provided.
   2. Coordination information including:
      a. A list of changes or modifications needed to other parts of the Work that are necessary to accommodate proposed Substitution.
      b. A list of changes or modifications to work performed by Owner and/or separate contractors that are necessary to accommodate proposed Substitution.
   3. Detailed comparison including:
      a. Comparison of significant qualities of proposed Substitution with those of the Work specified. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   4. Drawings to same (or larger) scale as pertinent portions of Contract Documents, marked to show:
      a. How differences will be accommodated.
      b. Complete system/assembly as revised
      c. Difference(s) in size, configuration, connections, service, accessibility, or any other significant characteristics.
   5. Contractor must show complete layout of system unless it is identical to the layout shown in the Contract Documents. Show unchanged portion to indicate clearances, etc. relative to changed portion.
   6. Wherever applicable, include complete detail drawings of supports for all Substitute equipment and complete load calculations for adequacy of support prepared and signed by a California Registered Engineer.
   7. Product Data, including drawings and descriptions of Products and fabrication and installation procedures.
   8. Samples, where applicable or requested.
9. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.

10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

11. Research/evaluation reports evidencing compliance with building codes in effect for Project from a model code organization acceptable to authorities having jurisdiction.

12. Evidence that proposed product provides specified Warranty

13. Cost information, including a proposal of change, if any, in the Contract Sum.

F. Submit a detailed comparison of Contractor's Progress Schedule with and without using proposed Substitution showing effect on the Contract Time(s).

G. If specified product cannot be provided within the Contract Time(s), include letter from Manufacturer, on Manufacturer's letterhead, stating the reason(s) for the lack of availability or delays in delivery.

H. Provide Contractor's certification that proposed Substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

I. Provide Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed Substitution to produce indicated results.

1.06 OWNER'S ACTION

A. If necessary, Owner will request additional information or documentation within fourteen (14) Days of receipt of a request for Substitution.

B. Owner will notify Contractor of acceptance or rejection of proposed substitution within twenty-one (21) Days of receipt of request, or seven (7) Days of receipt of additional information or documentation, whichever is later.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)
PART 4 - FORMS

FORM 01630-F1
“SUBSTITUTION REQUEST FORM”

All Substitution requests must be accompanied by the following form, completed by the Contractor, and properly certified.

PROJECT: ____________________________________________
OWNER’S PROJECT NUMBER: __________________________
TO: _________________________________________________
FROM: ____________________________ DATE: __________
RE: ______________________________________________________________________________________________
________________________________________________________________________________________________
SPECIFICATION TITLE: __________________________________________________________________________
DESCRIPTION: ___________________________________________________________________________________
SECTION: ____________________ PAGE: _________________ DOCUMENT/PARAGRAPH: _______________________

PROPOSED SUBSTITUTION: ________________________________________________________________________
MANUFACTURER: ________________________________________________________________________________
ADDRESS: ______________________________________________________________________________________
PHONE: _________________________________________________________________________________________
TRADE NAME: _____________________________________ MODEL NUMBER: ______________________________
INSTALLER: ______________________________________________________________________________________
ADDRESS: ______________________________________________________________________________________
PHONE: _________________________________________________________________________________________

HISTORY: □ New Product □ 2-5 Years Old □ 5-10 Years Old □ More Than 10 Years Old

SIMILAR INSTALLATION:
Project: ____________________________ Architect: ____________________________________________
Address: ____________________________ Owner: _____________________________________________
Date Installed: ______________________
Differences between proposed substitution and specified product: _______________________________________

Required point-by-point comparative data attached. □ Yes □ No

The supporting data attached consists of □ Drawings □ Product Data □ Samples □ Tests □ Reports □ Other

01630-4
Proposed substitution affects other parts of Work: □ No □ Yes, please explain: ______________________________
_________________________________________________________________________________________________

Reason for not providing specified item: _________________________________________________________________

☐ Savings  ☐ Cost to Owner for accepting substitution: $_________________________

Proposed Substitution changes Contract Time. □ No □ Yes _____ Days

THE UNDERSIGNED CERTIFIES:

1. Proposed Substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. Same Warranty will be provided for proposed Substitution as for specified product.
3. Same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed Substitution will have no adverse effect on other trades and will not affect or delay progress as indicated on the current version of the Official Progress Schedule.
5. Cost and time data as stated above is complete and accurate
6. Contractor and, if applicable, Subcontractor waives right to Claim for additional costs and time related to accepted Substitution, which may subsequently become apparent.
7. Proposed Substitution does not affect dimensions and functional clearances.
8. Coordination, installation, and changes in the Work as necessary for accepted Substitution have been or will be performed in all respects.

Contractor’s Certification:

Submitted by:_____________________________ Signed by: _______________________________________________

Firm:____________________________________ Phone:  _________________________________________________

Address: _________________________________________________________________________________________

Subcontractor’s Certification:

Submitted by:_____________________________ Signed by: _______________________________________________

Firm:____________________________________ Phone:  _________________________________________________

Address: _________________________________________________________________________________________

List Attachments:
DESIGNER OF RECORD REVIEW AND ACTION

Substitution Recommended - Make Submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Recommended as Noted - Make submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: ____________________________ Date: __________________________

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect ______________

OWNER ACCEPTANCE

Substitution Accepted - Make submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Accepted as Noted - Make submittals in accordance with Section 01330, “Submittal Procedures”.

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: ____________________________ Date: __________________________

Owner’s Authorized Representative

END OF SECTION 01630
SECTION 01640
OWNER FURNISHED CONTRACTOR INSTALLED (OFCI) ITEMS

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - OFCI Manager
      e. 1.05 - Purchase Orders
      f. 1.06 - OFCI Delivery Schedule
      g. 1.07 - Shipment Delivery
      h. 1.08 - Equipment Receiving Log
      i. 1.09 - Storage
      j. 1.10 - Inspection of Records
      k. 1.11 - Damaged Merchandise
   2. Part 2 – Products
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)
      a. SAMPLE FORM 01640-F1, “OFCI DELIVERY SCHEDULE”

1.02 RELATED DOCUMENTS AND SECTIONS
B. Section 01320.3.05, “Baseline Schedule”

1.03 DEFINITIONS
A. OFCI – Owner Furnished Contractor Installed
B. OFCI Manager – Contractor’s employee accepted by the Owner and responsible for managing all OFCI items.
C. OFCI Delivery Schedule – The OFCI Delivery Schedule prepared by the Contractor and submitted to the Owner in the format indicated in SAMPLE FORM 01640-F1 at the end of Section 01640.

1.04 OFCI MANAGER
A. Prior to starting Work, submit a letter to the Owner identifying on-site individual that will act as the Contractor’s OFCI Manager.
   1. This OFCI Manager will be responsible for:
      a. Furnishing information to the Owner’s Project Manager on desired delivery dates.
      b. Proper receipt and reporting of all shipments received.
      c. Proper storage and handling of OFCI items at all times.
   2. If the originally designated OFCI Manager is replaced, designate a new OFCI Manager and immediately submit written notification thereof to the Owner.
1.05 PURCHASE ORDERS
   A. The Owner will furnish copies of purchase orders covering OFCI items.
      1. The nature of the procurement actions involved prevents the furnishing of a complete
         set of purchase orders immediately after the start of construction.
      2. Purchase Orders will be forwarded to Contractor at the time of issuance to the
         suppliers.
      3. Contractor must retain copies of Owner’s Purchase Order(s) for the Contractor’s control
         records.
      4. Purchase Orders for items subject to “phased” delivery will be accompanied by
         appropriate delivery lists.

1.06 OFCI DELIVERY SCHEDULE
   A. Develop an OFCI Delivery Schedule including description and required delivery dates (see
      sample Schedule at the end of this Section) for OFCI items and reference all related Activity
      Numbers from the Contractor’s Progress Schedule. Submit to Owner no later than thirty (30)
      Days after the start date for the Work identified in the Notice To Proceed (NTP). Submit three
      (3) paper copies and corresponding electronic data files on Compact Disks (CDs). The CDs
      must be permanently labeled to indicate the contents of the CD and include the submittal
      number and data date.
   B. This OFCI Delivery Schedule must include each piece of OFCI equipment.
      1. For each item, complete the two dates required from the Contractor:
         a. “Delivery No Earlier Than” date
         b. “Delivery No Later Than” date.
   C. Contractor must add PO #, date ordered information, and Activity Numbers from the Official
      Progress Schedule as the information is provided or becomes available.
   D. This OFCI Delivery Schedule must be coordinated with the Owner accepted Official Progress
      Schedule.
   E. Each month, coordinate the OFCI Delivery Schedule with the Updated Official Progress
      Schedule.
      1. Review the equipment delivery schedule not less than once each month to determine
         whether the construction progress dictates any revisions.
         a. Notify Owner in writing of any changes found necessary.
         b. If, at any time, a delivery date for and OFCI item is missed, notify Owner
            immediately.

1.07 SHIPMENT DELIVERY
   A. Upon receipt of a shipment of OFCI item(s), the Contractor’s OFCI Manager must:
      1. Count the number of cartons to verify the quantity received corresponds with the freight
         bill.
         a. Clearly note any discrepancies on the original freight bill or delivery ticket.
      2. Prior to signing for anything, carefully examine the merchandise for obvious damage
         a. If such damage is observed, refuse the shipment.
         b. Upon refusal, notify the Owner, and give complete details.
      3. Open cartons or uncrate equipment to permit examination prior to departure of the
carrier.
   a. If the size of the shipment makes this impossible, release the driver and inspect
      the shipment for concealed damage not later than 24 hours after receipt.
   b. If it is determined concealed damage does exist, contact Owner immediately.

1.08 EQUIPMENT RECEIVING LOG
   A. Keep an "Equipment Receiving Log," updated at all times, at the Job Site.
   B. The “Equipment Receiving Log” must be in a format furnished or Approved by the Owner.

1.09 STORAGE
   A. Store all OFCI items in a secure area either on-site or off-site.
      1. The area must be lockable and secure from vandalism or theft.
      2. It must be weatherproof and waterproof with adequate ventilation.
      3. Provide protection and security of OFCI items.
   B. Provide Certificates of Insurance for all off-site storage areas in accordance with the
      requirements of the Contract Documents.

1.10 INSPECTION OF RECORDS
   A. The Owner may inspect the Owner-furnished equipment records on a periodic basis during
      construction to assure that the data is maintained in an accurate and current condition.

1.11 DAMAGED MERCHANDISE
   A. Exterior or Visible Damage:
      1. If container received shows exterior or visible damage, make a notation to that effect on
         the delivery ticket and have it signed by the delivery carrier and by personnel
         responsible for receiving the merchandise.
      2. Refuse acceptance of damaged merchandise.
   B. Concealed Damage:
      1. If container received shows no evidence of damage, but upon examination of the
         contents thereof "concealed damage" is discovered, notify the Owner immediately and
         request an inspection.
   C. F.O.B. (Freight on Board) Shipping Point:
      1. If the merchandise is damaged Contractor must:
         a. Request an inspection by the delivery carrier’s inspector. Do not destroy the
            original carton, box, etc.
         b. Notify the Owner of damaged merchandise and request replacement shipment.
         c. Submit the following to Owner, Attention: Owner’s Project Manager:
            (1) Inspection Report
            (2) Bill of Lading
            (3) Invoice
            (4) Freight Bill or Delivery Ticket
         d. Hold the damaged merchandise until instructions for its disposition are received
            from the Owner.
2. F.O.B. (Freight on Board) Destination:
   a. If the merchandise is damaged and the F.O.B. is "Destination," then the complete and total liability is assumed by the Vendor from the point it is placed in the hands of the common carrier to the point of delivery. It is the Vendor's responsibility to file a claim with the carrier to recover the loss of merchandise damaged.
   b. The Contractor must:
      (1) Request an inspection by the delivery carrier's inspector. Do not destroy the original carton, box, etc.
      (2) Notify the Vendor of damaged merchandise and obtain authorization from Owner and replace shipment.
      (3) Hold damaged merchandise until instructions for disposition are received from the Vendor.
      (4) Send the following original documents to the Vendor to assist in filing claim with carrier, retaining a copy for Contractor's records:
         a) Inspection Report
         b) Bill of Lading
         c) Freight Bill or Delivery Ticket

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
PART 4 - FORMS

OFCI DELIVERY SCHEDULE
[SAMPLE FORM 01640-F1]

<table>
<thead>
<tr>
<th>ORDERED</th>
<th>DESCRIPTION</th>
<th>DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO #</td>
<td>Include the Activity Number from Official Progress Schedule</td>
<td>No Earlier Than</td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note #1: Requires Field Measurements

END OF SECTION 01640
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 – Related Documents And Sections
   c. 1.03 - Definitions
   d. 1.04 - Field Layout
   e. 1.05 - Locations and Elevations in the Contract Drawings
   f. 1.06 - Survey and Site Work
   g. 1.07 - Underground Infrastructure, Utilities & Other Facilities
   h. 1.08 - Penetrations
   i. 1.09 - Quality Assurance
   j. Submittals

2. Part 2 – Products
   a. 2.01 - Equipment

3. Part 3 – Execution
   a. 3.01 - Survey

4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.2, “Review of Contract Documents and Field Conditions by the Contractor”

B. Document 00700.3.26, “Submittals”

C. Section 01310, “Project Management and Coordination”

D. Section 01450, “Contractor’s Quality Control (QC) System”

1.03 DEFINITIONS

A. As used in this Section 01725, “Surveying and Field Engineering”, the following definitions apply:

1. Approximate Location of Subsurface Installations – A strip of land not more than 24 inches on either side of the exterior surface of an Existing Subsurface Installation.

2. Existing Subsurface Installation - Any existing underground pipeline, conduit, duct, wire, or other structure.

3. Rearranged - Rearrangement includes relocation, removal, alteration or installation.

1.04 FIELD LAYOUT

A. Contractor is responsible for all investigations, coordination, techniques and determinations as may be necessary to properly fit, install and complete the Work.

B. Data and information shown and indicated in the Contract Documents are as accurate as could be obtained but are not guaranteed.

C. Contractor must, before beginning any Work, compare actual Project Site conditions with the requirements of the Contract Documents, and verify all existing conditions and dimensions.
D. Verifications

1. As a minimum, Contractor must perform the following verifications:
   a. Field & Site Conditions
      (1) Contractor must carefully examine and compare all the Contract Documents relating to the Work with actual field conditions, so that all Work will be accommodated in the spaces provided. The general arrangement and location of the elements of the various systems are shown on the Drawings or specified. Final locations, levels, etc., are governed by actual material sizes used, by conditions encountered, and by the sequence in which the Work is performed.
      (2) Space conflicts and interferences must be resolved before any Work is installed.
   
   2. Dimensions
      a. Contractor, prior to performing any Work and as a part of the construction layout procedures, must check and verify all dimensions for accuracy, closing and clarity, and must immediately report any discrepancies to Owner for resolution before proceeding.
      b. No measurements shall be scaled from Drawings. Only dimensions appearing on Drawings will be used.
      c. Where manufacturer's diagrams, Shop Drawings, etc. give specific measurements of rough-in dimensions for materials or equipment and these dimensions are in conflict with dimensions indicated on Drawings, Contractor must immediately request clarifications from Owner.
      d. In case of apparent error, discrepancy, omission, conflict, or obscurity in the Contract Documents, or discrepant conditions encountered at the Project Site or between Submittals, Contractor must immediately refer the matter to Owner for interpretation and/or clarification.
   
E. Contractor must Provide necessary lines, levels, locations, measurements and markers for all on the Work and be responsible for their accuracy.

F. On building structures, Contractor must lay out on forms, walls, floors, and columns, the exact location of partitions as a guide to all trades.

1.05 LOCATIONS AND ELEVATIONS IN THE CONTRACT DRAWINGS

A. Property lines, location lines, and elevations of components of the Work are shown on the Contract Drawings.

B. Grade elevations shown for various parts of the Work are taken from a bench mark shown on the Contract Drawings, or if not shown, will be designated by the Owner in writing before starting Work.

1.06 SURVEY AND SITE WORK

A. Contractor must perform all survey and site Work necessary to locate and layout the construction in plan and elevation.

B. Contractor must set all stakes and marks necessary to establish the lines and grades required for the Project, and perform all survey work to layout all Work including batter boards, roads, parking lots, site utilities, and control lines.

C. Contractor must protect and maintain marks, lines, benchmarks, monuments, etc. which have previously been installed and/or are required for construction and inspection purposes. Monuments or stakes that are disturbed or destroyed due to Contractor's negligence or failure to pursue the Work diligently must be re-established at Contractor's expense.

1.07 UNDERGROUND INFRASTRUCTURE, UTILITIES & OTHER FACILITIES

01725-2
A. Attention is directed to California Government Code §4215 and §4216 concerning protection of underground infrastructure in public contracts.

B. Contractor must ascertain the exact location of all underground and concealed facilities in the Project area prior to doing any work that may damage such facilities or interfere with their service. As a minimum, at least forty-eight (48) hours before any such work is planned, Contractor must have a locating service survey the area. When shown on the Drawings, the locations of Existing Subsurface Installations are the Approximate Location of Subsurface Installations, and the accuracy or completeness of this information is not guaranteed. There may be Existing Subsurface Installations not known to Owner or located differently than indicated in the Contract Documents.

C. Contractor must protect from damage utilities and any other Existing Subsurface Installations that are to remain in place, be relocated, or otherwise Rearranged. As used herein, rearrangement includes relocation, removal, alteration or installation.

D. If Contractor discovers underground facilities not indicated in the Contract Documents, Contractor must immediately notify Owner in writing. Contractor must not disturb, disconnect or damage any existing facilities, unless specifically indicated in the Contract Documents to be relocated, removed, or otherwise revised. Should Contractor disturb, disconnect, or damage any existing facilities or utilities, Contractor will bear all expenses of whatever nature arising from such disturbance or the replacement or repair thereof.

E. The right is reserved to the owners of facilities or their authorized agents, to enter the Project with Owner’s approval to make such changes as are necessary to rearrange their facilities or to make necessary corrections or repairs to their properties. Contractor must cooperate with forces engaged in such work and must conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

F. Contractor must obtain authorization from the utility involved and notify Owner at least 72 hours in advance, when it is necessary to interrupt any existing utility service to make connections. Interruption in utility service must be of the shortest possible duration for the Work at hand and must be Approved in advance by Owner.

G. Where rearrangement of facilities is necessary, Contractor must coordinate its Work with such rearrangement, and Contractor must make all arrangements with the owner of such facilities for such coordination.

H. When ordered by Owner in writing, Contractor will rearrange any facility necessary to accomplish the Project and such work will be paid for as extra Work if it is not indicated in, or cannot reasonably be inferred from, the Contract Documents.

I. If Contractor desires to rearrange any utility or facility for its convenience in order to facilitate its construction operations, and if such rearrangement is in addition to, or different from any rearrangements indicated in the Contract Documents, Contractor must make all necessary arrangements with Owner and the owners of such utility or facility for such rearrangement and bear all expenses in connection therewith.

J. Where Owner determines that rearrangement of a utility or facility, the existence of which is not shown in the Contract Documents, is essential to accommodate the Project, Owner may rearrange such utility or facility by other forces.

K. Per Government Code §4215, Contractor will not be assessed Liquidated Damages for any delay in completing the Project when such delay is caused by the failure of a utility owner or the County to remove or relocate existing utilities that were the responsibility of the utility owner or County to remove or relocate.

1.08 PENETRATIONS

A. Contractor is responsible for all penetrations through walls, floors, beams, joists and other structural and non-structural elements of the Work for passage of pipes, conduits, ducts or other devices.
B. Contractor is responsible for coordinating all penetrations and securing Owner's approval for locations of all penetrations through structural floors, walls and supporting members.

C. Contractor must schedule and coordinate the Work of all trades to locate all required penetrations. Contractor must hire an independent testing agency at Contractor's expense, to locate reinforcing bars or imbedded items within concrete or masonry walls, floors, columns or beams, and to perform such other tests as may be necessary or Directed to attain required results.

1.09 QUALITY ASSURANCE

A. Surveys must be performed under the direction and with the review of a land surveyor licensed in the State of California.

B. All survey documentation must be signed and stamped by the licensed Land Surveyor in responsible charge of the work.

C. The Contractor must review all information to ensure it is technically accurate and complies with the requirements of this Section 01725, “Surveying and Field Engineering”, before providing to the Owner.

1.10 SUBMITTALS

A. Prior to performing any survey Work, submit eight (8) copies of the qualifications of the California Licensed land surveyor.

B. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must three (3) copies of Contractor’s survey records to the Owner.

PART 2 - PRODUCTS

2.01 EQUIPMENT

A. The Contractor must provide necessary survey equipment and materials to obtain the required locations and elevations to the precision specified.

PART 3 - EXECUTION

3.01 SURVEY

A. Elevation surveys must be referenced to the County of Santa Clara datum, and must be performed to within one one-hundredth (0.01) of a foot (ft.), unless otherwise specified.

B. Location surveys must be referenced to the baseline and survey control points shown on the Contract Drawings. Locations must be provided to within one one-hundredth (0.01) of a foot (ft.), unless otherwise specified.

C. The Contractor’s survey records must be made available and/or submitted to the Owner when requested by Owner.

PART 4 - FORMS (Not Used)

END OF SECTION 01725
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - General
      e. 1.05 - Interface with work of Others
      f. 1.06 - Submittals
      g. 1.07 - Quality Control
   2. Part 2 – Products
      a. 2.01 - Materials
   3. Part 3 – Execution
      a. 3.01 - Examination
      b. 3.02 - Preparation
      c. 3.03 - Cutting
      d. 3.04 - Patching
      e. 3.05 - Performance
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.22, “Cutting and Patching”
B. Section 01330, “Submittal Procedures.”
C. Section 01500.1.08.O, “Hot Work.”

1.03 DEFINITIONS

A. CUTTING-AND-PATCHING - Includes, but is not necessarily limited to, demolition and repair of nominally completed and previously existing work in order to accommodate coordination of Work, installation of Work, uncovering Work for access or inspection, and to obtain samples for testing or similar purposes. It also includes integral cutting and patching during manufacturing, fabricating, erecting, and installing processes for individual items of the Work.

B. HOT WORK - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.

1.04 GENERAL

A. Contractor is responsible for all cutting, fitting, or patching required to complete the Work and to make its parts fit together properly.

B. Contractor must rework and patch to match existing surfaces at removed or demolished items.

C. Patching must achieve security, strength, and weather protection, and must preserve continuity of existing fire ratings.
D. Patching must successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is disagreement as to whether duplication is successful or has been achieved to a reasonable degree, the Owner’s judgment shall be final.

1.05 INTERFACE WITH WORK OF OTHERS

A. The Contractor is responsible for any and all cutting, fitting and patching required to join its Work with the work of others, except as otherwise specifically stated in the Contract Documents.

B. Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor.

C. Contractor must include interface flags in their Progress Schedule indicating points of interface of its Work with the work of others.

1.06 SUBMITTALS

A. Comply with requirements of Section 01330, “Submittal Procedures.”

B. Submit written request to Owner in advance of cutting or alteration that affects:

   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   5. Work of Owner or separate contractor.
   6. Include in request:

      a. Identification of Project.
      b. Location and description of affected work.
      c. Necessity for cutting or alteration.
      d. Description of proposed Work and Products to be used.
      e. Method for keeping existing utilities in service.
      f. Alternatives to cutting and patching.
      g. Date and time the Work will be executed.
      h. Anticipated results in terms of variations from originally completed Work.
      i. Where applicable include a description of circumstances which led to need for cutting and patching.

C. Review by Owner or Design Professional prior to proceeding with proposed cutting-and-patching does not negate Owner’s right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

D. Where cutting and patching involves addition of reinforcement to structural elements, obtain details and engineering calculations prepared by California Registered Structural Engineer indicating how reinforcement is to be integrated with the original structure.

E. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out of service. Indicate how long utility service will be disrupted.

1.07 QUALITY CONTROL

A. Requirements for Structural Work:

   1. Do not cut and patch structural Work in manner resulting in reduction of load-carrying capacity or load/deflection ratio.
2. Obtain Owner’s written acceptance of Submittal before proceeding with cutting and patching of structural steel, structural concrete, foundation construction, basement or retaining walls, curtain walls, pressurized piping, vessels, and equipment.

B. Operational and Safety Limitations:
   1. Do not cut and patch operational elements or safety-related components in manner resulting in reduction of capacities to perform as intended or resulting in decreased operational life, increased maintenance, or decreased safety.
   2. Obtain Owner’s acceptance of Submittal before proceeding with cutting and patching primary operational systems and equipment; water, moisture, vapor, air, or smoke barriers; membranes and flashings; noise and vibration control elements and systems; control, communication, conveying, and electrical wiring systems; and similar categories.

PART 2 - PRODUCTS

2.01 MATERIALS
   A. For replacement of Work removed, use only materials that comply with the pertinent requirements of the Contract Documents. (Those required and accepted for original installation.)
   B. For any proposed change in materials, Submit request for Substitution as described in Section 01630, “Product Substitution Procedures.”

PART 3 - EXECUTION

3.01 EXAMINATION
   A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during fitting, cutting and patching.
   B. After uncovering existing Work, assess conditions affecting performance of work.

3.02 PREPARATION
   A. Provide temporary supports to ensure structural integrity of the Work.
   B. If Hot Work is involved, comply with the requirements of Section 01500.1.08.O, "Hot Work."
   C. Provide devices and methods to protect other portions of Project from damage.
   D. Provide protection from elements for areas that may be exposed by uncovering work.
   E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
   F. Except as otherwise indicated, proceed with cutting and patching at earliest feasible time in each instance, and perform work promptly.

3.03 CUTTING
   A. Cut by methods least likely to damage retained and adjoining Work.
   B. Review proposed procedure with original installer where possible, and comply with installer's recommendations.
   C. Uncover work to install improperly sequenced work.
   D. Remove and replace defective or non-conforming work.
   E. Remove samples of installed work for testing when requested.
   F. Provide openings in the Work for penetration of mechanical and electrical work.
   G. Employ original installer or fabricator where possible to perform cutting for:
      1. Weather exposed and moisture resistant elements; or
      2. Visually exposed surfaces.
H. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

I. Comply with requirements of The Civil Drawings, where cutting and patching requires excavating and backfilling.

### 3.04 PATCHING

A. Execute patching to complement adjacent Work.

B. Fit Products together to integrate with other Work.

C. Avoid damage to other Work and provide appropriate surfaces to receive patching and finishing.

D. Employ original installer where possible to perform patching for weather exposed and moisture resistant elements, and visually exposed surfaces.

E. Restore patched areas with new Products in accordance with requirements of Contract Documents.

F. Fit patches tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

### 3.05 PERFORMANCE

A. Performing cutting or patching operations means acceptance of existing conditions by Contractor.

B. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

C. By-pass utility services such as pipe or conduit, before cutting, where services are required to be removed, relocated or abandoned.
   1. Remove pipe or conduit in walls to be relocated, abandoned or removed.
   2. Cap, valve or plug, and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and removing.

D. Where feasible, inspect and test patched areas to demonstrate integrity of installation.

E. Remove and replace Work judged by Designer of Record to be visually unsatisfactory.

F. Perform cutting, fitting and patching in a manner to prevent damage to Contractor’s Work and work by others and to provide proper surfaces for the installation of materials, equipment, and repairs.

G. Do not cut nor alter structural members without prior written acceptance of Owner.

H. Adjust and fit Products to provide a neat installation.

I. Refinish cut and patched surfaces to match adjacent finish.
   1. For continuous surfaces, refinish to nearest intersection or natural break.
   2. For an assembly, refinish entire assembly.

J. Over patched wall or ceiling surfaces, refinish to nearest cut-off line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated.

K. Refinished surfaces must not present a spotty, touched-up appearance.

**PART 4 - FORMS (Not Used)**

**END OF SECTION 01731**
SECTION 01740
CLEANING

PART 1 - GENERAL

1.01 SUMMARY
A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 – Definitions
      d. 1.04 - General Cleanup Responsibility
      e. 1.05 - Immediate Cleanup Activities
      f. 1.06 - Daily Cleanup Activities
      g. 1.07 - Weekly Cleanup Activities
      h. 1.08 - Owner’s Right to Cleanup
      i. 1.09 - Storage and Disposal
      j. 1.10 - Sand Blasting
      k. 1.11 - Final Cleaning
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS
A. Document 00700.3.13, “Cleanup”
B. Document 00700.3.14, “Disposal of Materials Outside Project Area”
C. Document 00700.5.5, “Owner’s Right to Cleanup”
D. Document 00700.7.5, “Milestone Inspections and Certification”
E. Document 00700.13, “Completion and Acceptance”
F. Document 00700.13.3, “Contractor’s Certification that All Work of the Project is Complete”
G. Section 01450, “Contractor’s Quality Control (QC) System”
H. Section 01500, “Temporary Facilities and Controls”
I. Section 01515, “Solid Waste and Recycling Plan”
J. Section 01600, “Product Requirements”
K. Section 01770, “Closeout Procedures”

1.03 DEFINITIONS (Not Used)

1.04 GENERAL CLEANUP RESPONSIBILITY
A. Contractor must keep the Work areas, Project Site, and surrounding areas free from waste materials, debris, and/or trash and rubbish caused by its operations.
   B. In addition to trash and rubbish generated by Contractor’s operations, Contractor must keep the Work areas, Project Site, and surrounding areas free from trash and rubbish from any source that accumulates within the Work areas or Project Site or any other area designated by the Owner for use by Contractor.
   C. The Contractor must keep all surface areas (i.e., site roads, off-site streets, and parking
areas) clear of dirt, mud, and debris and must clean such surfaces as required, as needed, or as Directed by the Owner’s Project Manager.

D. Contractor’s and Subcontractors’ tools, scaffolding and surplus materials must be neatly stored in designated storage areas when not in use.

E. Contractor must maintain the Project Site in a neat and orderly condition at all times.

1.05 IMMEDIATE CLEANUP ACTIVITIES

A. Properly dispose of packaging materials and clean surrounding areas of packing debris immediately after unpacking of Products, materials, equipment, or other packaged items.

B. Dispose of waste materials and clean surrounding areas used for worker breaks and lunch immediately after worker break or lunch. Contractor must Provide trash receptacles in break and lunch areas.

C. Contractor must immediately remove any spillage, dirt and mud, and/or debris resulting from Contractor’s hauling or other operations along or across any public traveled way or public area.

D. Remove debris and rubbish from pipe chases, plenums, down spouts, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

1.06 DAILY CLEANUP ACTIVITIES

A. Wood, cardboard, packing material, form lumber and similar combustible debris must not be accumulated within buildings and such debris, rubbish and waste material must be removed from buildings on a daily basis.

B. Contractor must leave Work areas “broom clean”, or its equivalent, on a daily basis.

C. Contractor must remove (pick up and place in trash receptacles) rubbish from and about areas of Work and the Project Site on a daily basis.

D. Contractor must clean the Project Site entrance area(s) of mud, dirt, displaced gravel, and rubbish each day.

1.07 WEEKLY CLEANUP ACTIVITIES

A. Remove rubbish (pick up and place in trash receptacles) from and about the Project Construction Fencing line. This includes areas both inside and outside the of the Project Site along the Temporary and Construction Fencing and/or permanent perimeter fence line.

B. Place concrete debris in designated areas or remove from Project Site.

C. Stack unused shipping pallets in designated areas or remove from Project Site.

D. Repair, replace, or remove damaged and/or torn plastic sheeting used to protect stored materials, Products or Work.

E. Empty all trash receptacles

F. Remove accumulated waste from the Project Site and dispose of in a proper and lawful manner.

G. Organize and clean storage areas

1.08 OWNER’S RIGHT TO CLEAN UP

A. Deficient cleaning or disposal operations, as determined by the Owner’s Project Manager, must be immediately corrected by Contractor.
B. After proper written notice, in cases where Contractor does not correct deficient cleaning or disposal operations, Owner may remove or cause to have removed waste materials, debris, and/or trash and rubbish, etc., and reduce the Contract Sum by the cost thereof.

C. If a disagreement or arises between the Contractor and other separate contractors performing work at or adjacent to the Project Site, as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials, debris, and/or trash and rubbish, Owner may clean up or cause to be cleaned up the waste materials, debris, and/or trash and rubbish and allocate the costs among those responsible, and reduce the Contract Sum by Contractor’s proportionate share of the cost thereof.

1.09 STORAGE AND DISPOSAL

A. Storage

1. Waste materials, trash, and rubbish must be stored in covered containers.
2. Storage containers must not be allowed to overflow due to excessive waste materials, trash, and rubbish being placed in the storage container.
3. Storage container lids must be unobstructed by waste materials, trash, and rubbish when they are in the closed position.
4. Storage container lids must be closed at all times except when waste materials, trash, and rubbish are being placed into or removed from the storage container.
5. Recyclable materials must be segregated before storage and stored in separate containers or areas.

B. Disposal

1. Under no circumstances shall rubbish or waste material be disposed of in fills or backfills on the Project Site.
2. Contractor is responsible for making all arrangements and paying all costs for disposal of waste materials, debris, and/or trash and rubbish.
3. Waste materials, debris, and/or trash and rubbish, must be removed from the Project Site at least once each week.
4. When any material is to be disposed of outside the Project area, at other than a public disposal or recycling facility, Contractor must first obtain a written permit from the property owner of the proposed disposal site, and furnish Owner said permit or a certified copy thereof together with a written release from the property owner absolving Owner from any and all responsibility in connection with the disposal of said material on said site.
5. Before any material is disposed of on said site, Contractor must obtain written permission from the Owner to dispose of the material at the location designated in said permit.
6. Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel.
7. No later than 15 Days after Contractor’s request for Final Inspection, Contractor must submit two (2) copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities (“TSDF’s”) and certificates of disposal, to prove that Contractor has legally disposed of such materials.
8. Contractor must separate and recycle the following waste material types in accordance with Contractors Solid Waste Management Plan (See Section 01515, “Solid Waste Management and Recycling Plan”)
   a. Concrete
   b. Metal
      (1) Ferrous
      (2) Non-ferrous
   c. Wood
   d. Debris
   e. Glass
   f. Paper
      (1) Bond
      (2) Newsprint
      (3) Cardboard and paper packaging materials
   g. Others as appropriate.

1.10 SAND BLASTING
   A. Sand blasting shall be only used upon receipt of written permission of the Project Manager.
   B. Perform sand blasting by experienced mechanics using sound modulated power machinery designed for this use.
      1. Comply with all applicable regulatory agencies.
      2. Use blasting aggregate uniformly graded, free from all animal or vegetable material, and not larger than No. 30 grit.
      3. Air compressor must be capable of providing air at a pressure of 100-110 pounds at 210-300 cfm. Use blast nozzle of 5/16-inch orifice.
   C. Operation
      1. Sand blast by the “flash” method.
      2. Pass continuously over the surface, to provide a uniform cutting of the surface, without pitting or excessive erosion of the base material.
      3. Exercise care to prevent corners or sharp edges from being broken or unduly rounded.
      4. Used aggregate must not be reused.
      5. Protect installed work of others from damage by blast, rebound, or used aggregate.
      6. Cover and protect mechanical work, air intakes, and similar items, as well as finished surfaces.
   D. Replace damaged work.
   E. Secure and pay for necessary permits required by state and local authorities having jurisdiction.

1.11 FINAL CLEANING
   A. Milestone Completion Certification
      1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Milestone Completion, perform a Final Cleaning of all Work areas associated with the Milestone.
   B. Project Completion Certification
1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Final Inspection of the entire Work of the Project, perform a Final Cleaning of all Work areas and the Project Site including all areas associated with previously completed Milestones.

C. Final Cleaning Requirements

1. General
   a. Cleaning for specific items of Work is specified in Divisions 2 through 16.
   b. Comply with manufacturer’s instructions for cleaning operations.
   c. Clean interior and exterior surfaces exposed to view
   d. Remove labels that are not required as permanent labels.
   e. Dust, dirt, stains, hand marks, paint spots, and like defects must be completely removed from surfaces.
   f. Metal surfaces must be cleaned, using only non-corrosive and non-abrasive materials.
   g. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

2. Transparent Surfaces
   a. Clean all glass, interior and exterior, affected by Work of this Project; including removal of foreign material from glass.
   b. Polish transparent and glossy surfaces
   c. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials.
   d. Replace broken glass and damaged transparent materials.

3. Soft Surfaces
   a. Vacuum carpeted surfaces.
   b. Vacuum all other soft surfaces.

4. Hard Surfaces
   a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.
   b. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
   c. Restore reflective surfaces to original reflective condition.
   d. Clean concrete floors in unoccupied spaces broom clean.

5. Equipment and Fixtures
   a. Clean equipment and fixtures to sanitary condition
   b. Clean or replace filters of mechanical equipment.
   c. Wipe surfaces of equipment and fixtures clean, including elevator equipment and similar equipment
   d. Remove excess lubrication and other substances.
e. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

f. Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.

6. Roofs, gutters, downspouts and drainage systems.

   a. Clean roofs, gutters, downspouts and drainage systems.

7. Exterior Grounds

   a. Clean Project Site (yard and grounds), including landscape development areas, of litter, surplus materials, and foreign substances.

   b. Sweep and power wash paved areas to clean condition; remove stains, petro-chemical spills, and other foreign deposits.

   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

8. Lights and Lamps

   a. Clean light fixtures and lamps so as to function with full efficiency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF SECTION 01740
SECTION 01770
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 – General
      a. 1.01 – Summary
      b. 1.02 – Related Documents And Sections
      c. 1.03 - Definitions
      d. 1.04 - Closeout Conference
      e. 1.05 - Contractor’s List of Incomplete Work
      f. 1.06 - Spare Parts
      g. 1.07 - Operations and Maintenance (O&M) Manuals
      h. 1.08 - Final Cleaning
      i. 1.09 - Contractor’s Certification that all the Work of the Project is complete
      j. 1.10 - Preliminary Walk-through Inspection
      k. 1.11 - Final Inspection
      l. 1.12 - Project Records
      m. 1.13 - Final Payment Application
      n. 1.14 - Recommendation for Acceptance
      o. 1.15 - Acceptance of the Work
      p. 1.16 - Final Payment
   2. Part 2 – Products (Not Used)
   3. Part 3 – Execution (Not Used)
   4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.3.13, “Cleanup”
B. Document 00700.3.14, “Disposal of Material Outside Project Area”
C. Document 00700.3.25, “Certification by Contractor of Recycled Content”
D. Document 00700.3.26, “Submittals”
E. Document 00700.7.5, “Milestone Inspections and Certification”
F. Document 00700.8, “Payments”
G. Document 00700.13, “Final Completion and Acceptance”
H. Section 01290, “Payment Procedures”
I. Section 01310, “Project Management and Coordination”
J. Section 01325, “Record Documents (As-builts)”
K. Section 01330, “Submittal Procedures”
L. Section 01450, “Contractor’s Quality Control (QC) System”
M. Section 01500, “Temporary Facilities and Controls”
N. Section 01515, “Solid Waste Management and Recycling Plan”
O. Section 01740, “Cleaning”
1.03 Definitions

A. Incomplete Work – Work required by the Contract Documents that is not yet installed.

B. Deficient Work – Installed Work that does not meet all the requirements of the Contract Documents.

1.04 Closeout Conference

A. The Owner’s Project Manager will schedule and Closeout Conference approximately 90 Days before scheduled completion of the entire Work of the Project.

B. Conference will be held at Project Site or another convenient location designated by Owner’s Project Manager.

C. Attendees:

   1. Owner’s Project Manager (Mandatory Attendance Required)
   2. Contractor’s Authorized Representative (Mandatory Attendance Required)
   3. Contractor’s QC Manager (Mandatory Attendance Required) (See Section 01450.1.08.A.2.r)
   4. Other interested parties

D. Agenda: Items of significance, as appropriate to the Project, to be discussed at the meeting include the following:

   1. Closeout process
   2. Closeout Submittals
   3. Final Cleaning
   4. Project completion certification
   5. Outstanding Change Orders
   6. Contractor Certifications
   7. Warranties/Guarantees
   8. Record Documents (As-Builts)
   9. QC Documents
   10. Spare Parts
   11. Keys
   12. Owner Fixture, Furniture, and Equipment (FF&E) Schedule
   13. Operation and Maintenance Manuals
   14. Building Commissioning
   15. Owner Training
   16. Certificate of Occupancy
   17. Recycled Content Certification
   18. Deficiency List Process (Punch List)
   19. Unresolved Disputes and Claims
   20. Early Release of Retention
   21. Final Payment
   22. Demobilization Schedule
23. **Security**

   E. The Owner will prepare meeting minutes of the Closeout Conference and distribute minutes to the attendees.

   F. Follow-up closeout meetings will occur at least monthly until Owner’s Authorized Representative recommends Acceptance of the Project to the Board of Supervisors.

   G. At a minimum, the Contractor will maintain notes for the Closeout Conference and all follow-up closeout meetings in the form of a Decision/Action Tracking Report.

**1.05 CONTRACTOR’S LIST OF INCOMPLETE WORK**

   A. Near the final completion of the entire Work of the Project, but not less than ninety (90) Days prior to anticipated date of Final Inspection, Contractor must conduct a detailed inspection of the Project, and submit a list of Incomplete Work with a schedule for final completion thereof to Owner’s Project Manager.

   B. Within 60 Days after receipt of Contractor's list of Incomplete Work and schedule for final completion, Owner’s Project Manager will determine approximate dates for a Preliminary Walk-Through inspection and the Final Inspection. The Preliminary Walk-Through Inspection and Final Inspection will not be conducted until the entire Work of the Project is complete.

**1.06 SPARE PARTS**

   A. All Spare Parts required by the Contract Documents must be submitted to the Owner at least ninety (90) Days before Contractor's request for Final Inspection of the Work.

**1.07 OPERATION AND MAINTENANCE DATA**

   A. All Operations and Maintenance (O&M) Data required by the Contract Documents must be submitted as follows:

      1. **Initial Submittal**: Submit twelve (12) draft copies of each O&M manual at least sixty (60) Days before certifying completion of the entire Work of the Project.

      2. **Final Submittal**: Submit twelve (12) copies of each O&M manual in final form no later than fifteen (15) Days after Contractor's certification that the entire Work of the Project is complete.

      3. **Corrected Final Submittal**: Correct or modify each O&M manual to comply with Owner’s comments. Submit twelve (12) copies of each corrected Final Submittal within fifteen (15) Days of receipt of Owner's comments on the Final Submittal.

**1.08 FINAL CLEANING**

   A. Contractor must, before requesting the Preliminary Walk-Through Inspection perform a Final Cleaning of all Work areas and the Project Site including all areas associated with previously completed Milestones.

**1.09 CONTRACTOR’S CERTIFICATION THAT ALL WORK OF THE PROJECT IS COMPLETE**

   A. When the entire Work of the Project is complete and after the Contractor has performed the Final Cleaning, Contractor must so certify and request a Preliminary Walk-Through Inspection.

   B. Contractor’s Certification must include a Contractor generated list of Deficient Work.

   C. Unless specifically exempted in writing by Owner’s Project Manager, the Contractor’s Project Completion Certification will be rejected if Incomplete Work items appear on the Contractor’s list of Deficient Work.

**1.10 PRELIMINARY WALK-THROUGH INSPECTION**
A. Within seven (7) Days of receipt of Contractor's certification that the entire Work of the Project is complete, Owner's Project Inspector will make a Preliminary Walk-through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.

B. If Owner's Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner's discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be charged to the Contractor.

1.11 FINAL INSPECTION
A. If the Owner's Project Manager agrees with the Contractor's certification, the Final Inspection will occur with twenty-one (21) Days of the Contractor's certification of final completion of the entire Work of the Project.

B. If Owner's Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner's discretion, any costs to Owner for additional Final Inspections may be charged to the Contractor.

1.12 PROJECT RECORDS
A. No later than 15 Days after Contractor's request for Final Inspection, Contractor must submit all required Project Records, including but not limited to:

1. Copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities ("TSDF's") and certificates of disposal (See Document 00700.3.14.3)

2. Contractor's certification of the minimum, if not exact, percentage of recycled content used in the performance of the Work. (See Document 00700.3.25, "Certification by Contractor of Recycled Content") Submit four (4) copies.

3. Summary of solid waste generated by the Contractor's operations. (Form 01515-F1) (See Section 01515.1.05.B)

4. Record Documents (As-Builts) (See Section 01450.1.15.G, "Record Document Certification) (See Section 01325.1.07, "Record Set") (See Document 00700.13.6, "Recommendation for Acceptance")

5. Executed Contractor’s Warranty/Guarantee (See Document 00700.13.12, "Warranty/Guarantee Form")


7. Copies of the Contractor’s survey records (See Section 01725.1.10.B, Survey Records)

1.13 FINAL PAYMENT APPLICATION (See Section 01290.1.08.B, Final Payment Application)

1. After all Project Records have been submitted, Contractor must submit two (2) copies of their Final Payment Application with supporting Project closeout documentation including, but not limited to, the following:

a. Evidence of completion of Project closeout requirements.

b. Evidence that claims have been settled.

c. Other documents as required by the Owner.

1.14 RECOMMENDATION FOR ACCEPTANCE
A. Owner’s Authorized Representative will recommend that the Board of Supervisors formally Accept the Work if the Contractor has satisfactorily:

1. Corrected all Deficient Work observed during the Final Inspection of the entire Work of
2. Submitted all required Project Records
3. Submitted satisfactory evidence to Owner that all payrolls, material bills and other indebtedness connected with said Work have been paid
4. Submitted all other required Contract deliverables.

1.15 ACCEPTANCE OF THE WORK

A. Acceptance of the Work will be made by the Board of Supervisors only in regular session and only after the Owner’s Authorized Representative has recommended Acceptance.

B. Depending on the Board’s regular session schedule, Contractor’s compliance with the Project closeout timeframes and other factors, Acceptance by the Board may not occur for many months after the physical Work of the Project is completed.

C. Contractor must take special note that, unless otherwise stated in the Contract Documents, without regard to the dates(s) items of work were actually put into service, all Guarantees/Warranties will commence on the date of Acceptance of the entire Work of the Project by the County of Santa Clara Project Manager and a Notice of Completion is submitted and approved by the County Project Manager.

D. After the Project Manager’s acceptance of the entire Work, the County will record a Notice of Completion.

FINAL PAYMENT

A. Within thirty-five (35) Days after the date of recording of the Notice of Completion by the County Recorder, Owner’s Project Manager will forward a request for Final Payment for the Work to the County Controller for payment.

B. Owner will withhold from Final Payment such amounts that are in Dispute between Owner and Contractor, amounts subject to offset/setoff, and all other amounts that must be withheld by law (such as Stop Notice sums.)
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 - Summary
   b. 1.02 - Related Documents And Sections
   c. 1.03 – Definitions
   d. 1.04 – Required O&M Documentation
   e. 1.05 - Submittals

2. Part 2 - Products
   a. 2.01 – O&M Documentation Directory
   b. 2.02 – Emergency Manuals
   c. 2.03 – Operation Manuals
   d. 2.04 – Required O&M Documentation
   e. 2.05 – Systems and Equipment Maintenance Manual
   f. 2.06 – Final Commissioning Report

3. Part 3 – Execution
   a. 3.01 - General
   b. 3.02 – Manufacturers’ Data
   c. 3.03 – Drawings

4. Part 4 - Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Section 01810, "General Commissioning Requirements"

1.03 DEFINITIONS

A. O&M - Operations and Maintenance

B. O&M Documentation – O&M Documentation Directory, manuals, and Final Commissioning Report consisting of:
   1. O&M Documentation Directory
   2. Emergency Manual
   6. Final Commissioning Report

C. System - An organized collection of parts, equipment, or subsystems united by regular interaction.

D. Subsystem - A portion of a system with characteristics similar to a system.
1.04 REQUIRED O&M DOCUMENTATION

A. O&M Documentation Directory: Prepare a separately bound directory that provides an organized reference to all O&M Documentation.

B. Emergency Manual: Assemble a complete set of emergency information including procedures for use by emergency personnel and by Owner’s operating personnel for various types of emergencies.


D. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.


F. Final Commissioning Report (See 01810.3.16, “Final Commissioning Report”)

1.05 SUBMITTALS

A. Initial Submittal: Submit twelve (12) draft copies of each manual at least sixty (60) Days before certifying completion of the entire Work of the Project.

B. Final Submittal: Submit twelve (12) copies of each manual in final form no later than fifteen (15) Days after Contractor's certification that the entire Work of the Project is complete.

C. Corrected Final Submittal: Correct or modify each manual to comply with Owner's comments. Submit twelve (12) copies of each corrected Final Submittal within fifteen (15) Days of receipt of Owner's comments on the Final Submittal.

PART 2 - PRODUCTS

2.01 O&M DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.02 EMERGENCY MANUALS

A. Include emergency information that must be immediately available during emergency situations to protect life and property and to minimize disruptions to building occupants.

B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   3. Earthquake.
   4. Gas leak.
   5. Water leak.
   7. Water outage.
   8. System, subsystem, or equipment failure.
   9. Chemical release or spill.

D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

E. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.03 OPERATION MANUAL

A. Include information needed for daily operations and management of systems and equipment.

B. In addition to requirements in this Section, include operation data required in individual Technical Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
   7. Control diagrams.
   8. Piped system diagrams.
   9. Precautions against improper use.
   10. License requirements including inspection and renewal dates.
C. Descriptions: Include the following:
   1. Product name and model number.
   2. Manufacturer’s name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

D. Operating Procedures: Include the following, as applicable:
   1. Startup procedures.
   2. Equipment or system break-in procedures.
   3. Routine and normal operating instructions.
   4. Regulation and control procedures.
   5. Instructions on stopping.
   7. Seasonal and weekend operating instructions.
   8. Required sequences for electric or electronic systems.
   9. Special operating instructions and procedures.

E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

F. Piped Systems: Diagram piping as installed and indicate color-coding where required for identification.

2.04 PRODUCT MAINTENANCE MANUAL

A. Content
   1. Organize manual into a separate section for each product, material, and finish.
   2. Include:
      a. Source information
      b. Product information
      c. Maintenance procedures
      d. Repair materials and sources
      e. Warranties and bonds, as described below.

B. Source Information
   1. List each product included in manual identified by product name and arranged to match manual’s table of contents.
   2. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Project Manual Section number and title.
C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer’s name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer’s written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds
   1. Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   2. Include procedures to follow and required notifications for warranty claims.

2.05 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content
   1. For each System, Subsystem, and piece of equipment not part of a system, include:
      a. Source information
      b. Manufacturers’ maintenance documentation
      c. Maintenance procedures
      d. Maintenance and service schedules
      e. Replacement parts list and source information
      f. Maintenance service contracts
      g. Warranty and bond information

B. Source Information
   1. List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual’s table of contents.
   2. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Project Manual Section number and title.

C. Manufacturers’ Maintenance Documentation: Manufacturers’ maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.
4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Replacement Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.06 FINAL COMMISSIONING REPORT

A. The Contractor must prepare and submit a Final Commissioning Report summarizing all of the tasks, findings, and documenting the Commissioning process.

B. The report must address the actual performance of the building systems in reference to the requirements of the Contract Documents.

C. The report must include completed pre-functional inspection checklists, Functional Performance Testing records, diagnostic monitoring results, identified deficiencies, recommendations, and a summary of commissioning activities.

D. The Final Commissioning Report must be included as part of the O&M Documentation Final Submittal (See Section 01810.3.16, “Final Commissioning Report”)

PART 3 - EXECUTION

3.01 GENERAL

A. Organization

1. Unless otherwise indicated, organize each manual into a separate section for each System and Subsystem, and a separate section for each piece of equipment not part of a system.

2. Each manual must contain the following materials, in the order listed:
a. Title page.
b. Table of contents.

B. Title Page
1. Enclose title page in transparent plastic sleeve.
2. Include the following information:
   a. Subject matter included in manual.
   b. Name and address of Project.
   c. Name and address of City.
   d. Date of submittal.
   e. Name, address, and telephone number of Contractor.
   f. Name and address of Owner's Design Consultant.
   g. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents
1. List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Section number in the Project Manual.
2. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents
1. Organize into sets of manageable size.
2. Arrange contents alphabetically by system, subsystem, and equipment.
3. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

E. Binders
1. Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components.
   b. Cross-reference other binders to provide essential information for proper operation or maintenance of equipment or system.
   c. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

F. Dividers
1. Heavy-paper dividers with plastic-covered tabs for each section.
2. Mark each tab to indicate contents.
3. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Project Manual Section number and title.
G. Protective Plastic Sleeves
   1. Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

H. Supplementary Text

I. Drawings
   1. Attach reinforced, punched binder tabs on drawings and bind with text.
   2. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   3. Do not place loose, oversize drawings in binder pockets.
   4. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

3.02 MANUFACTURERS' DATA
A. Manufacturers' standard printed data
   1. Include only sheets pertinent to product or component installed.
   2. Mark each sheet to identify each product or component incorporated into the Work.
   3. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents.

B. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

C. Extraneous Data: Where contents of manuals include manufacturers' catalog pages, clearly indicate precise items included in this installation and delete, or otherwise clearly indicate, manufacturer's data with which this installation is not concerned.

3.03 DRAWINGS
A. Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams.

B. Coordinate supplementary drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

C. Do not use original Record Documents as part of operation and maintenance manuals.

PART 4 - FORMS (Not Used)

END OF SECTION 01782
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:

1. Part 1 – General
   a. 1.01 – Summary
   b. 1.02 - Related Documents and Sections
   c. 1.03 - Definitions
   d. 1.04 – General
   e. 1.05 – Systems/Equipment Requiring Commissioning
   f. 1.06 – Commissioning Team
   g. 1.07 – Commissioning Process
   h. 1.08 – Owner’s Commissioning Consultant
   i. 1.09 – Contractor’s Responsibilities
   j. 1.10 – Performance Period
   k. 1.11 – Training and Instruction
   l. 1.12 – Deferred and Seasonal Testing

2. Part 2 – Products
   a. 2.01 - Test Equipment
   b. 2.02 – Data Logging Equipment

3. Part 3 – Execution
   a. 3.01 – General
   b. 3.02 – Commissioning Plan
   c. 3.03 – Initial Scope Meeting
   d. 3.04 – Draft Commissioning Plan
   e. 3.05 – Final Commissioning Plan
   f. 3.06 – Pre-commissioning Inspection Checklist
   g. 3.07 – Pre-functional Inspection Checklist
   h. 3.08 – Functional Performance Testing
   i. 3.09 – Commissioning Acceptance Procedures
   j. 3.10 – Non-conformance
   k. 3.11 – Performance Period
   l. 3.12 – Operations & Maintenance Data
   m. 3.13 – Training and Instruction
   n. 3.14 – Requests for Information
   o. 3.15 – Final Commissioning Report

4. Part 4 - Forms
   a. Table 01810-01, “Systems/Equipment to be Commissioned”

1.02 RELATED DOCUMENTS AND SECTIONS

A. Document 00700.7.5, "Milestone Inspections and Certification."
B. Section 01315, “Project Meetings.”
C. Section 01320, “Construction Progress Documentation”
D. Section 01320.3.05.B.22, Performance Period Activities
E. Section 01330, “Submittal Procedures.”
F. Section 01450, “Contractor’s Quality Control (QC) System”
G. Section 01782, “Operation and Maintenance Data”
H. Section 01820, “Demonstration and Training”

1.03 DEFINITIONS
A. The following definitions as used in this Section mean:

1. **Commissioning** - The process to demonstrate to the Owner that systems, equipment, mechanical, electrical, controls, and special systems function together properly to meet performance requirements and design intent as shown in a composite manner in the Contract Documents.

2. **Commissioning Plan** - The overall document prepared by the Contractor and accepted by the Owner, defining the overall commissioning process.

3. **Owner’s Commissioning Consultant (OCC)** - The Consultant hired directly by the Owner to represent the Owner throughout the commissioning process. The Owner’s Commissioning Consultant does not have the authority to direct start-up, testing, or commissioning activities, or authorize changes or modifications to the requirements of the Contract Documents.

4. **Subsystem** - A portion of a system with characteristics similar to a system.

5. **System(s)** - Group of components and equipment functioning as a unit or performing a common function. (i.e.: Chilled Water System: consisting of piping, valves, fittings, controls, chillers, expansion tanks, air relief, chemical treatment, pumps, etc.)

1.04 GENERAL
A. Commissioning is intended to achieve the following specific objectives:

1. Verify and document that equipment is installed and started pursuant to the requirements of the Contract Documents, Manufacturer’s recommendations, and to industry accepted minimum standards.

2. Verify and document that equipment and systems receive complete operational checkout by installing contractors.

3. Verify and document equipment and system performance.

4. Ensure that the Owner’s operating personnel are adequately trained on the operation and maintenance of building equipment and systems.


B. The commissioning process does not reduce the responsibility of the Contractor to perform and complete all Work in accordance with the requirements of the Contract Documents.

1.05 SYSTEMS/EQUIPMENT REQUIRING COMMISSIONING
A. The systems and equipment to be commissioned for this Project are identified in the Technical Specifications and summarized in Table 01810-01, “Systems/Equipment To Be Commissioned.” If a specific System or item of equipment is required to be commissioned pursuant to the Technical Specifications but is omitted from Table 01810-01, “Systems/Equipment To Be Commissioned”, the omitted System or item of equipment must be commissioned as though it was included in summary Table 01810-01.
B. Where the requirements of this Section 01810, "General Commissioning Requirements" conflict with the Technical Specifications (Divisions 2-16), the requirements of the Technical Specifications take precedence.

1.06 COMMISSIONING TEAM

A. It is the intent that all members of the Commissioning Team cooperate with each other to fulfill their individual responsibilities and support the overall Commissioning process.

B. The Commissioning Team consists of:
   1. Contractor
   2. Contractor’s Commissioning Agent
   3. Subcontractors including Testing and Balancing (TAB) Subcontractor
   4. Owner’s Commissioning Consultant
   5. Owner’s Design Consultants and Representatives
   6. Owner’s Building Operations Staff

1.07 COMMISSIONING PROCESS

A. The following activities describe the key tasks in the Commissioning process:
   1. Scoping Meeting: All members of the Commissioning Team that will be involved in the commissioning process meet to review the scope of Work, tasks, schedules, deliverables, and responsibilities for creation and implementation of the Commissioning Plan.
   2. Commissioning Plan: The Contractor prepares and submits the Commissioning Plan. (Performance Period Monitoring and Evaluation Plan may be submitted any time up to ninety (90) Days prior to the start of the Performance Period.)
   3. Submittals: Equipment and systems documentation including detailed start-up procedures are submitted to the Owner in compliance with Section 01330, "Submittal Procedures."
   4. Pre-commissioning Checklist: Contractor must prepare pre-commissioning to verify that systems or items of equipment are actually installed in accordance with the accepted Submittal(s).
   5. Pre-Functional Checklists: Contractor must prepare pre-functional checklist for each system and/or item of equipment to verify system set points, operating strategies, required component testing, correct rotation, damper positions, etc., prior to functional testing. The purpose of the checklist is to ensure that all systems and equipment are ready for continuous operation and final testing. The pre-functional checklists must incorporate Manufacturers start-up recommendations and system operational checkout requirements.
   6. Functional Performance Testing: Contractor must perform a full range of checks and tests to determine if components, sub-systems, systems, and interfaces between systems function in accordance with the requirements of the Contract Documents. In this context, "function" includes all modes and sequences of control operation, all interlocks and conditional control response, and all specified responses to emergency conditions.
   8. After successful Performance Period, Contractor must prepare and submit a Final Commissioning Report.
   9. Contractor prepares and submits corrected final O&M Manuals.
10. Contractor performs Demonstration and Training of Owner's personnel.

11. Deferred or Seasonal Testing. If approved in writing by the Owner's Authorized Representative, Contractor performs deferred or seasonal testing, as required.

B. Scheduling

1. Contractor must integrate all key commissioning activities into Contractor's Baseline Schedule submission. (See Section 01320, "Construction Progress Documentation")

2. Commissioning activities that must be included in the Contractor's Baseline Schedule submission include:
   a. Initial Commissioning Plan Scoping Meeting
   b. Submit Draft Commissioning Plan
   c. Review and Acceptance of Draft Commissioning Plan
   d. Submit Final Commissioning Plan
   e. Review and Acceptance of Final Commissioning Plan
   f. Contractor certification that pre-functional checklist activities are ready to be commenced.
   g. Pre-functional checkout
   h. Contractor certification that equipment and systems are operational and ready for functional performance testing.
   i. Functional performance testing
   j. Performance Period (30 calendar Days)
   k. Submit Final Commissioning Report
   l. Submit O&M Manuals (Initial, Final, and corrected Final)
   m. Owner Training
   n. Milestone Completion Certification

C. Commissioning Meetings

1. A Commissioning Plan Scope Meeting will occur within thirty (30) Days of the official start date for the Contract Time stated in the Notice To Proceed (NTP) issued by the Owner.

2. Weekly Commissioning meetings will be held beginning sixty (60) Days prior to any system or equipment start-up and will continue to be held through completion of the Performance Period.

3. Other meetings may be required and called by the Owner's Commissioning Consultant to resolve specific Commissioning issues.

4. Contractor must prepare and distribute minutes of all Commissioning meeting(s). (See also Section 01315, "Project Meetings.")

1.08 OWNER'S COMMISSIONING CONSULTANT

A. The role of the Owner's Commissioning Consultant (OCC) is to perform Quality Assurance activities for the Owner. The Contractor is responsible for all Quality Control activities associated with Commissioning the Work.

B. The Owner's Commissioning Consultant does not have the authority to modify, add to, or delete any of the requirements of the Contract Documents.

C. The Owner's Commissioning Consultant does not have the authority to direct start-up, testing, or commissioning activities.

D. The duties of the Owner's Commissioning Consultant are generally limited to:
1. Review of Contractor's:
   a. Commissioning Plan
   b. Equipment and Systems Submittals
   c. Contractor's Systems start-up plans and schedules
   d. Completed start-up and Functional Performance Testing documentation
   e. Test plans, procedures, and reports
   f. Final testing, adjusting, and balancing (TAB) reports
   g. O&M Documentation
   h. Training Plan and Documentation

2. Witness and verify satisfactory performance of:
   a. Equipment and component tests
   b. Systems and inter-systems functional performance tests.
   c. TAB activities

3. Site observation
   a. The Owner's Commissioning Consultant will periodically visit the Project site to witness equipment and system installation.
   b. Conflicts or areas needing clarification will be documented in writing by the Owner's Commissioning Consultant and will be forwarded to the Contractor for response and if required, corrective action.

4. Commissioning meetings
   a. Require special Commissioning meetings
   b. Attendance at all Commissioning meetings

1.09 CONTRACTOR'S RESPONSIBILITIES

A. Coordinate and direct all Commissioning activities.
B. Attend Commissioning Plan Scoping Meeting and additional meetings, as required by Owner's Commissioning Consultant or the Contract Documents.
C. Prepare and submit twelve (12) copies of the Draft Commissioning Plan
D. Prepare and submit twelve (12) copies the Final Commissioning Plan
E. Include all key Commissioning activities in the Contractor's Baseline Schedule submission and submit updates and revisions to the Commissioning activities pursuant to the requirements of Section 01320, "Construction Progress Documentation."
F. Develop start-up plans
G. Ensure that the Work is performed according to the requirements of the Contract Documents and the accepted Commissioning Plan.
H. Notify Owner's Commissioning Consultant in writing when equipment and Systems are ready for pre-commissioning checklist activities.
I. Verify completion of pre-commissioning checklist activities
J. Certify in writing to Owner that pre-functional checklist activities are ready to be commenced.
K. Certify in writing that equipment and systems are operational and ready for Functional Performance Testing.
L. Prior to certification that equipment and systems are operational and ready for Functional Performance Testing, provide the Owner's Commissioning Consultant with copies of all completed pre-commissioning checklists, completed pre-functional checklists, Owner accepted Submittals, Requests for Information (RFIs), Field Modifications, and Changer Orders related to Systems and equipment to be tested.

M. Prepare O&M manuals, according to the requirements of Section 01782, "Operation and Maintenance Data", including updating original sequences of operation to as-built conditions.

N. Contractor is responsible for operation and performance of systems and equipment throughout the commissioning process.

O. Provide Owner training in accordance with Division 01820, "Demonstration and Training"

1.10 PERFORMANCE PERIOD

A. All Commissioned equipment and Systems must operate under normal operating conditions for a minimum duration of thirty (30) consecutive Days.

B. The performance period must occur after the completion of the Functional Performance Testing and before Contractor certifies the Work of the appropriate Milestone is complete.

C. The Contractor must develop a written Performance Period Monitoring and Evaluation Plan and include it in the Commissioning Plan.

1.11 TRAINING AND INSTRUCTION

A. Contractor must provide training in accordance with Section 01820, "Demonstration and Training" and as specified elsewhere within the Technical Specifications.

1.12 DEFERRED AND SEASONAL TESTING

A. Unforeseen Conditions

1. If Functional Performance Testing of a specific item of equipment or System cannot be completed due to unforeseen conditions or circumstances, at the sole discretion of the Owner's Authorized Representative, functional testing may be delayed and conducted at any time up to the end of the Warranty/Guarantee period.

2. Owner's Authorized Representative must approve deferred testing in writing.

3. Deferred testing must be conducted during the time period identified in the Owner's written authorization allowing deferred testing.

B. Seasonal Testing

1. Seasonal variation in operations or control strategies may require additional testing during the opposite season to verify performance of the HVAC system and controls.

2. If Seasonal Testing is required by the Contract Documents, it must be identified in the Commissioning Plan.

3. With the written approval of the Owner's Authorized Representative, Seasonal Testing may be performed during the Warranty/Guarantee period.

PART 2 - PRODUCTS

2.01 TEST EQUIPMENT

A. All testing equipment, supplies, materials, power, water, gas, electrical load banks, filters, etc., required to perform startup and initial checkout and Functional Performance Testing must be provided and paid for by the Contractor.

B. All testing equipment must be of sufficient quality, accuracy, and capacity to test or measure System and/or equipment performance for conformance with the requirements of the Contract Documents.
2.02 DATA LOGGING EQUIPMENT

A. If needed, the Contractor must provide all data logging equipment and/or software required for recording data generated during the testing of the systems and/or equipment.

PART 3 - EXECUTION

3.01 GENERAL

A. Contractor must operate equipment and Systems and conduct all tests in presence of the Owner's Commissioning Consultant.

B. Contractor must notify the Owner's Commissioning Consultant, in writing, at least seven (7) Days prior to performing any Commissioning test.

C. Testing must be conducted under design operating conditions as defined within the Contract Documents or accepted Commissioning Plan.

D. In addition to the copies required by Section 01332, “Submittal Log”, Contractor must submit two (2) additional copies of all test reports to the Owner's Commissioning Consultant within twenty-four (24) hours of conducting each test.

E. Functional Performance Testing must be completed and accepted by the Owner prior to commencing the thirty (30) calendar Day performance periods.

F. All elements of Systems must be tested to demonstrate that all systems satisfy all requirements of the Contract Documents.

G. Testing must be accomplished on hierarchical basis. Each piece of equipment must be tested for proper operation, followed by each subsystem, followed by entire system, followed by interfaces to other major systems.

3.02 COMMISSIONING PLAN

A. The Commissioning Plan will be prepared by the Contractor and will detail the implementation of the Commissioning process. It must include the requirements that each party involved in the commissioning process will have to accomplish, including sequence, acceptance criteria, scheduling, documentation requirements, and verification procedures.

B. Twelve (12) copies of the Draft Commissioning Plan must be submitted to the Owner no later than ninety (90) Days after initial Commissioning Plan Scoping Meeting.

C. The Commissioning Plan must include the following:

1. General Building Information
2. Identify project location & address
3. Building type, occupancy and fire rating
4. Building square footage & number of stories
5. Project team member information:
   a. Company Name & Address
   b. Discipline
   c. Phone Number
   d. Fax
   e. Email
   f. Emergency 24/7 phone number
6. Detailed responsibilities and/or deliverables for each member of the Commissioning Team.
7. Equipment & system list of items to be commissioned
8. Fire and Emergency Power Response Matrix
9. Fire Alarm Sequence Flow Chart/Diagram
10. Testing Plan, Approach, & Methodology
11. Test Methods
12. Coordination & Scheduling
13. Deficiencies Documentation
14. Acceptance
15. Testing elements defined
16. Shop Drawings that will be use during Commissioning.
17. Delivery checklists
18. Manufacturer's installation requirements
19. System sequences of operations
20. Detailed procedures for start-up and testing each listed piece of equipment and system.
21. Pre-commissioning checklists and system pre-functional checklists.
22. Detailed checklists for performance testing.
23. System & equipment integration matrix
24. Report forms that will be used.
25. Calibration data for test equipment to be used during the Commissioning process.
26. Performance Period Monitoring and Evaluation Plan
27. Seasonal or Deferred Testing
28. Other items as may be specified in Divisions 2 through 16.

D. The Commissioning Plan must include procedures for:

1. Start-up
2. Testing, adjusting, and balancing
3. Verification of equipment and system performance.
4. Verification of performance of subsystems (e.g. pumps, heat exchangers, and interconnecting piping).
5. Verification of performance of the automatic controls in all seasonal and operational modes.
6. Verification of the performance of the HVAC systems as a whole.
7. Verification of the performance of all life safety devices and systems that interface with the HVAC systems.
8. Verification of required continuous Operational testing periods for each system or item of equipment.
9. Creation of corrective action plans for all noted deficiencies identified during the commissioning process.

3.03 INITIAL SCOPE MEETING

A. Initial Commissioning Plan Scope Meeting must take place within thirty (30) Days from the official start date for the Contract Time stated in the Notice to Proceed (NTP) letter to the Contractor.
B. Attendees:
   1. Owner’s Project Manager
   2. Owner’s Project Inspector (Mandatory Attendance Required)
   3. Owner’s Commissioning Consultant (Mandatory Attendance Required)
   4. Owner’s Design Consultant(s)
   5. Contractor’s Authorized Representative
   6. Contractor’s CQ Manager (Mandatory Attendance Required)
   7. Contractor’s Commissioning Agent (Mandatory Attendance Required)
   8. Appropriate Subcontractors
   9. Other Interested Parties

C. The agenda must include:
   1. Introductions
   2. Flow of documents
   3. Submittal data
   4. Shop Drawings, Coordination Drawings and single line diagrams
   5. Lines of reporting & communication
   6. Responsibilities
   7. Commissioning Plan requirements

3.04 DRAFT COMMISSIONING PLAN
   A. The Contractor must develop a draft Commissioning Plan.
      1. Twelve (12) copies of the Draft Commissioning Plan must be submitted to the Owner no later than ninety (90) Days after initial Commissioning Plan Scoping Meeting.
      2. Within thirty (30) calendar Days of receipt, Owner will meet with the Contractor to discuss the Draft Commissioning Plan.

3.05 FINAL COMMISSIONING PLAN
   A. Contractor must submit twelve (12) copies of a Final Commissioning Plan to the Owner no later than 240 calendar Days from the official start date for the Contract Time stated in the Notice to Proceed (NTP) letter to the Contractor.
   B. Owner will review and return the Final Commissioning Plan submittal pursuant to Section 01330, "Submittal Procedures."

3.06 PRE-COMMISSIONING INSPECTION CHECKLIST
   A. Contractor must prepare pre-commissioning checklists for each item of equipment and System to be Commissioned.
   B. As a minimum, pre-commissioning checklists must include the following:
      1. Submittal Approvals
      2. Model (equipment nameplate and characteristics) verification
      3. Manufacture Installation Checklist
      4. System Checklist
      5. Deficiencies Documentation
6. Contractor Certification
7. Owner notification
8. Owner Acceptance

C. Each item in the checklist must have a date and initial line for the Contractor to indicate successful completion of the item. Only individuals who have completed or witnessed the line item task shall make initials or checks on the forms.

D. Contractor must identify all pre-commissioning items not successfully completed at the bottom of the checklist form or on an attached sheet. Four (4) copies of the completed checklist and any outstanding deficiencies must be submitted to the Owner within two (2) workdays of test completion.

3.07 PRE-FUNCTIONAL INSPECTION CHECKLIST
A. Contractor must prepare pre-functional inspection checklists for each item of equipment and system to be commissioned.

B. The pre-functional inspection checklists must contain sufficient detail to ensure that the systems/equipment are complete and operational, so that the functional performance testing can commence.

C. At a minimum, pre-functional inspection checklists must include the following:
   1. Installation checklist
   2. Manufacturer start-up and checkout procedures
   3. Fire and Emergency Power response matrix
   4. Fire Alarm Sequence Flow Chart/Diagram
   5. TAB Initial report
   6. Deficiencies Documentation
   7. Contractor Certification
   8. Owner Notification
   9. Acceptance

D. Each item in the checklist must have a date and initial line for the contractor to indicate successful completion of the item. Only individuals who have completed or witnessed the line item task shall make initials or checks on the forms.

E. Contractor must clearly list any items of pre-functional inspection not successfully completed at the bottom of the checklist form or on an attached sheet. Four (4) copies of the completed checklist and any outstanding deficiencies must be submitted to the Owner within two (2) workdays of test completion.

3.08 FUNCTIONAL PERFORMANCE TESTING
A. General
   1. The objective of Functional Performance Testing is to demonstrate that each system is operating according to the requirements of the Contract Documents.
   2. Functional Performance Testing comprises a full range of tests to verify that all components, equipment, Systems, and interfaces between Systems operate correctly. This includes all operating modes, interlocks, control sequences, and responses to emergency conditions.
   3. Tests must be performed on a complete system basis.
4. Contractor must operate systems and equipment throughout this testing and verification process.

5. Contractor must following the written test procedures in the accepted Commissioning Plan.

6. Contractor must direct, coordinate, and perform all testing procedures.

7. The Contractor must document all verification testing as it occurs.

8. The Owner's Commissioning Consultant must witness all Commissioning activities.

9. The Functional Performance Test checklist contained in the accepted Commissioning Plan must be used to document the results of the Functional Performance Testing process.

10. Each System must be operated through all modes of System operation (i.e., seasonal, occupied, unoccupied, warm-up, cool-down, power failure, fire alarm, etc.) including every individual interlock and conditional control logic, all control sequences, both full- and part-load conditions, and simulation of all abnormal conditions for which there is a specified system or controls response, e.g. warm-up and cool-down test shall be a performance test, test must be timed, HVAC equipment must change the space temperature by 10 degrees (60 degrees F to 70 degrees F and 80 degrees F to 70 degrees F).

11. Temporary upsets of Systems, such as distribution fault, control loss, set-point change, equilibrium upset, and component failure must be imposed at different operation loads to determine system stability and recovery time. All data must be logged and included in the O&M Documentation. (See Section 01782, "Operation and Maintenance Data")

B. Development of Test Procedures

1. The Contractor must develop specific test procedures and forms to verify and document proper operation of each piece of equipment and System.

2. The test procedures must be included in the Final Commissioning Plan and submitted to the Owner for review.

3. The Functional Performance Testing procedure forms developed by the Contractor must include the following information:
   a. System and equipment or component name(s).
   b. Equipment location and ID number.
   c. Date.
   d. Project name.
   e. Participating parties.
   f. Instructions for setting up the test, including special cautions, alarm limits, etc.
   g. Specific step-by-step procedures to execute the test.
   h. Acceptance criteria of proper performance with a Yes / No check box.
   i. A section for comments.
   j. Execution of Functional Performance Tests
   k. Test Methods

4. The Functional Performance Testing process must be accomplished for all equipment, Subsystems, Systems, and System interfaces, with a separate checklist for each to ensure that documentation specific to each is complete.

5. Functional Performance Testing and verification may be achieved by:
   a. Direct manipulation of System inputs (i.e., heating or cooling sensors)
b. Manipulation of System inputs with the building automation system (i.e., software override of sensor inputs)
c. Trend logs of System inputs and outputs using the building automation system
d. Short-term monitoring of System inputs and outputs using stand alone data loggers.
e. A combination of methods may be required to completely test the entire sequence of operations. The Owner's Design Consultant will determine which method, or combination, is most appropriate.

C. Setup
1. Each test procedure must be performed under conditions that simulate normal operating conditions as closely as possible.
2. Contractor must make all necessary System modifications to produce the specified conditions (flows, pressures, temperatures, etc) necessary to execute the test.

D. Sampling
1. Multiple identical pieces of non-life-safety or non-critical equipment may be functionally tested using a sampling strategy.
2. The sampling strategy is developed by the Contractor and accepted by the Owner's Design Consultant.
3. If, after three attempts at testing using the accepted sampling method, failures are still present, all remaining units must be individually tested.

E. Coordination
1. Equipment must not be "temporarily" started (for heating or cooling), until pre-functional checklist items and all Manufacturers' pre-start procedures are completed and moisture, dust and other environmental and building integrity issues will not interfere with the startup and/or operation and testing of the Systems and equipment.
2. Functional Performance Testing must not begin until pre-functional testing is completed for a given system.
3. The controls system and equipment it controls must not be functionally tested until all points have been calibrated and pre-functional checklists are completed.
4. When the functional performance of all individual systems has been proven, the interface or coordinated responses between systems must be checked. The systems involved may be within the overall HVAC Work or they may involve other Systems, such as emergency systems for fire and life safety.
5. If Contractors Work interfaces with Owner's existing systems, Contractor's Work will be first tested as independent building Systems followed by tests of Systems tied into Owners systems.
6. Each coordinated response between Systems must be demonstrated to the satisfaction of the Owner's Commissioning Consultant.
7. At completion of the each test, Contractor must return all affected building equipment and Systems to their pre-test conditions.

F. Occupied Facilities
1. Testing procedures must be conducted in a manner that will not compromise the Owner's ongoing operations.
2. If the Contractor is unsure of test procedure's effect on an operating System, or the test procedure may cause an existing System to stop operating, Contractor must make such test procedures known to the Owner during the development of the Commissioning Plan.
3. Owner may require testing that may interrupt or compromise the Owner's existing Systems to be performed during non-peak operating periods.

4. Scheduling of such items will be at the sole discretion of the Owner.

G. Problem Solving

1. The Owner's Commissioning Consultant may offer suggestions for the Contractor to consider when resolving difficulties encountered during the Commissioning process. However, all suggestions offered by the Owner's Commissioning Consultant are not binding on the Contractor and the burden of responsibility to solve and correct deficiencies encountered during the Commissioning process is and remains the responsibility of the Contractor.

3.09 COMMISSIONING ACCEPTANCE PROCEDURES

A. Contractor must notify the Owner's Commissioning Consultant at least two weeks prior to starting Functional Performance Tests.

B. The Owner's Commissioning Consultant makes provisional acceptance of the Functional Performance Test after witnessing successful completion of the test.

C. The Owner's Commissioning Consultant recommends acceptance of each test to the Owner's Design Consultant.

D. The Owner's Design Consultant accepts/rejects the System or item of equipment after reviewing Owner's Commissioning Consultant recommendation and all test results.

E. Contractor performs all Performance Period activities.

F. Upon successful completion of the Performance Period and all other required items, Contractor certifies the Work is complete in accordance with Document 00700.7.5, “Milestone Inspections and Certification.”

3.10 NON-CONFORMANCE

A. If acceptable performance is not achieved:

   1. If there is no dispute on the deficiency and the responsibility to correct it:
      a. Contractor documents the deficiency and the adjustments or alterations required to correct it.
      b. Contractor corrects the deficiency and notifies the Owner's Commissioning Consultant that the equipment is ready to be retested.
      c. The Owner's Commissioning Consultant witnesses the re-test when it is performed.

   2. If there is a dispute about a deficiency or who is responsible:
      a. The deficiency is documented and the Owner and Owner's Commissioning Consultant are notified in writing by Contractor of Contractor's position.
      b. Owner will furnish the Contractor with written clarification and/or Direction.
      c. Once the Owner furnishes the Contractor with an interpretation and/or Direction, Contractor must proceed with the Work.
      d. Contractor must notify the Owner and Owner's Commissioning Consultant when the equipment or is ready to be retested.

B. Every check or test for which acceptable performance was not achieved must be repeated after the necessary corrective measures have been completed until acceptable performance is achieved.
C. Owner's Commissioning Consultant must witness and sign-off on the correction of all performance deficiencies.

3.11 PERFORMANCE PERIOD

A. The Performance Period in this section applies to all commissioned equipment and Systems.

B. Upon successful completion of Owner-witnessed Functional Performance Tests, a Performance Period of thirty (30) consecutive calendar Days is required.

C. The Performance Period commences on first day following the last approved performance test and must be completed prior to Contractor's Milestone certification.

D. Contractor must include the Performance Period in the Contractor's Preliminary and Baseline Schedule submissions. These activities must occur after operational testing is completed and before Contractor certifies the Work of the Milestone is complete. (See Section 01320.3.05.B.22)

E. The Contractor must verify and document during the Performance Period, under normal conditions, the performance of the commissioned equipment, systems and related systems.

F. During the Performance Period, Contractor must operate and maintain equipment and Systems being verified.

G. The Contractor must review System and equipment performance during the Performance Period and correct problems as early as possible. All such corrections must be documented with date and time and copies of the documentation must be submitted to the Owner's Commissioning Consultant within 24 hours of correction.

3.12 PERFORMANCE PERIOD MONITORING AND EVALUATION PLAN

A. At least ninety (90) Days prior to the start of the Performance Period, the Contractor must submit to Owner a written Performance Period Monitoring and Evaluation Plan.

B. Contractor's Performance Period Monitoring and Evaluation Plan must:
   1. Identify Systems and equipment that will be monitored and evaluated
   2. Identify how specific issues and criteria for components and equipment will be monitored and evaluated, e.g. simultaneous heating and cooling, valve leak by, actuator and other control loop hunting, outdoor air functions, economizer functions, schedules, etc.
   3. Identify how indoor environmental conditions will be monitored and evaluated, e.g., space temperature, relative humidity, pressurization, air exchange, etc.
   4. Identify how inter-System interfaces will be monitored and evaluated.
   5. Propose for Owner's acceptance, required level of detailed documentation to verify compliance with acceptance criteria, e.g., sampling rate of trend logs, which points to graph together, graph type (time series, scatter plot) or tabular outputs needed, etc.
   6. Identify how the trend graphs will be developed, e.g. BAS or other means.
      a. At a minimum, each graphs must:
         (1) Be titled or annotated listing and describing the performance issue being displayed. Neatly by hand is acceptable.
         (2) Show the point identity of each graph line, with date, time, values and units clearly identifiable.
         (3) Y-axis must be scaled to provide as much resolution as possible and two Y-axes used for multiple points with large variances in their numerical ranges.
         (4) The time window will be narrowed to provide clear resolution, but wide enough to verify that compliance is not an anomaly in time. Use multiple time windows for the same issue as needed or requested by the Owner's Commissioning Consultant.
(5) Electronic data behind each graph must be archived so re-
graphing/reformatting can be accomplished or points used to add to another
graph, etc.

(6) Contractor must set up trends in the BAS to ensure there will be no loss of data.
   a. Graph Data: Analyze data and adjust graphs by adding or deleting points, zooming in on a
      narrower time frame, etc., to clearly illustrate the issue.
   b. Record daily activities and conditions that may be useful in interpreting
      performance, e.g., weather, etc.

7. Identify how system alarms, system failures, equipment failures, software failure, software
   errors, will be monitored and corrected.

8. Identify how types of failure and types of alarms will be classified. This information
   must be presented in a table listing the issue type and number of occurrences. During the
   Performance Period, a copy of the table must be submitted to the Owner's Commissioning
   Consultant as requested.

9. Identify how all maintenance and adjustment operations will be documented.

C. Performance Period Report:
   1. Assemble the documentation from the Performance Period into a Performance Period
      Report and submit eight (8) copies to the Owner's within five (5) workdays of the end of
      the performance period.
   2. Include a summary listing all known areas that do not meet the acceptance criteria.
   3. Within seven (7) working Days after submission of the Performance Period Report, a
      review meeting with the Owner's Commissioning Consultant will be conducted. At the
      meeting the Performance Period report will be reviewed.

D. Retests:
   1. After review of the Performance Period Report, for issues where acceptance criteria
      were not met, corrective actions will be identified, retests will be scheduled, and additional
      Performance Periods will be established.
   2. If equipment or System operates so as to demonstrate continuing compliance with the
      Requirements of the Contract Documents, for a period of thirty (30) consecutive Days from
      commencement date of Performance Period, the equipment or system will be deemed to have
      satisfied the Performance Period requirement.

3.13 OPERATIONS & MAINTENANCE DATA

A. The Contractor must compile O&M Documentation for each piece of equipment or System
   defined in Technical Specification (Divisions 2 through 17) in accordance with Section 01782,
   "Operation and Maintenance Data."

3.14 TRAINING AND INSTRUCTION

A. Training and instruction of Owner's personnel is a part of the Commissioning process and
   essential for the proper operation of the equipment and Systems within the Project. The
   Contractor must coordinate with the Owner's Commissioning Consultant for the training of
   Owner's personnel. Detailed requirements for training and instruction are contained in other sections
   of the Contract Documents including, but not limited to, Section 01820, "Demonstration and Training,"
   and the Technical Specifications (Divisions 2 through 17).

3.15 REQUESTS FOR INFORMATION

A. In addition to the number of copies required by other sections of the Contract Documents,
   Contractor must submit two (2) additional copies of all RFI's that relate to Commissioned
   equipment and Systems directly to the Owner's Commissioning Consultant.
3.16 FINAL COMMISSIONING REPORT

A. The Contractor must prepare and submit twelve (12) copies of a Final Commissioning Report summarizing all of the tasks, findings, and documenting the Commissioning process.

B. The report must address the actual performance of the building systems in reference to the requirements of the Contract Documents.

C. The report must include completed pre-functional inspection checklists, Functional Performance Testing records, diagnostic monitoring results, identified deficiencies, recommendations, and a summary of commissioning activities.

D. The Final Commissioning Report must be included as part of the Operation and Maintenance Data (See Section 01782.2.07, “Final Commissioning Report”)

PART 4 - FORMS

TABLE 01810-01
SYSTEMS/EQUIPMENT TO BE COMMISSIONED

A. MECHANICAL

- Variable Frequency Drives
- Central Cooling Plant/Chilled Water Generation Systems
- Heating Plant/Heating Hot Water Generation Systems
- Field Erected Cooling Towers
- Central Steam generation plants
- Chemical water treatment systems
- Control air systems & dryers
- Fan Coil Units
- Air Conditioning Units
- Computer room cooling systems
- Rooftop Air Handling Units/Supply Air Systems
- Packaged Air Handling Units/Supply Air Systems
- Make-Up Air Handling Unit/Supply Air Systems
- Unit Ventilators
- Boilers
- Air Conditioning Unit/Supply Air System
- Cooling Towers
- Chillers
- Supply Fan Systems
- Exhaust Fan Systems
- CO2 monitoring and control Systems Eli Electric Unit Heaters
- Ventilation, Relief or Exhaust Fan Systems
- Variable Air Volume Terminal Units - Fan Powered Type (Series or Parallel)
- Variable Air Volume Terminal Units - Cooling Only
- Building Automation System (BAS) Direct Digital Control (DDC) System
□ Fuel system components and piping
□ FOG cooling systems
□ Other

B. PLUMBING SYSTEM
□ Electric Water Heaters
□ Gas Fired Water Heaters
□ Water Heater Circulation Pump
□ Plumbing Sump Pump
□ Plumbing Fixtures
□ Water pump Systems
□ Sewer Lift Stations systems
□ Water booster systems
□ Localized temperature booster systems
□ Fountain mechanical systems
□ Industrial waste systems
□ Landscape irrigation systems
□ Other

C. FIRE PROTECTION
□ Fire Protection Sprinkler System Inspector's Test Station
□ Fire Protection System Dry Pipe System
□ Fire Protection System Pre-action System
□ Fire protection air compressors and dryers
□ Fire alarm system & interface
□ Smoke alarm system & interface
□ Fire water pressure stations
□ CO2 systems
□ Clean agent extinguishing systems
□ Smoke evacuation System and Integration
□ Other

D. ELECTRICAL
□ Lighting Systems
□ Engine Generator systems
□ Switchgear
□ Vacuum Fault Interrupters
□ Electrical Metering, Monitoring, and Control Systems
□ Motors
□ Automatic Transfer Switches
□ Medium Voltage Interrupter Switch
□ Transformers
□ Pad-Mounted Primary Switchgear
□ Primary Power System Cabling
□ Secondary Power System Cabling
□ Power Distribution Unit
□ Circuit Breaker Switchboards
□ Breaker trip sequencing coordination study
□ Ground fault systems
□ Service Switchboard
□ Circuit Breaker Branch Circuit Panel-boards
□ Circuit Breaker Distribution Panel-board
□ Motor Control Center
□ Other

E. SPECIAL SYSTEMS
□ UPS Systems
□ UPS Battery Capacity Test
□ Transit Voltage Surge Suppression (TVSS) Systems
□ Fire Detection and Alarm System
□ Security Access System
□ Building Management Systems
□ Video Surveillance System - Fixed Position Camera
□ Video Surveillance System - Pan Tilt and Zoom Camera
□ Closed circuit television (CCTV) systems
□ Supervisory Control and Data Acquisition Systems
□ Other

F. AUDIO VISUAL SYSTEMS
□ Video Projection
□ Video Monitor System
□ Sound Systems
□ Computer controls
□ Paging system
□ Switching / Source Selection Systems
□ Other

G. CONVEYANCE SYSTEMS
□ Elevators
□ Traction Elevators & interfaces
□ Hydraulic Elevators & interfaces
□ Escalators
□ Moving Walks
□ Vertical Wheelchair Lifts & interfaces
□ Baggage Conveying & Dispensing Systems
□ Other

H. COMMUNICATIONS
□ Voice Paging
□ Telephone
□ Data Systems
□ Fiber Optic Systems
□ Radio and Wireless Systems
□ 800Mhz Radio System
□ Common User Terminal Equipment (CUTE)
□ Flight Information Display Systems (FIDS)
□ Station Call System
□ Other

END OF SECTION 01810
PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes:
   1. Part 1 - General
      a. 1.01 - Summary
      b. 1.02 - Related Documents And Sections
      c. 1.03 -Definitions
      d. 1.04 - General
      e. 1.05 - Pre-instruction Conference
      f. 1.06 - Coordination
      g. 1.07 - Instruction Program
   2. Part 2 - Products (Not Used)
   3. Part 3 - Execution
      a. 3.01- Preparation
      b. 3.02- Instruction
      c. 3.03- Submittals
   4. Part 4 - Forms (Not Used)

1.02 RELATED DOCUMENTS AND SECTIONS

A. Section 01810, "General Commissioning Requirements"

1.03 DEFINITIONS

A. Training Facilitator - A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor - A factory-authorized service representative, experienced in operation and maintenance procedures and training.

1.04 GENERAL

A. Contractor must procure and pay for the services of a qualified Training Facilitator to prepare instruction program and training modules, to coordinate Instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Contractor must procure and pay for the services of qualified Instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Training requirements include:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.

1.05 PRE-INSTRUCTION CONFERENCE
A. Training Facilitator must schedule conduct a Pre-instruction Conference at the Project Site with:
   1. Owner’s Commissioning Consultant (Mandatory Attendance Required)
   2. Contractor’s Commissioning Agent (Mandatory Attendance Required)
   3. Owner’s Building Operations Staff (Mandatory Attendance Required)
   4. Contractor’s QC Manager (Mandatory Attendance Required)
   5. Owner’s Project Manager (Mandatory Attendance Required)
   6. Contractor’s Authorized Representative (Mandatory Attendance Required)

B. Review methods and procedures related to demonstration and training including, but not limited to, the following:
   1. Inspect and discuss locations and other facilities required for instruction.
   2. Review and finalize instruction schedule and verify availability of educational materials, instructors’ personnel, audiovisual equipment, and facilities needed to avoid delays.
   3. Review required content of instruction.
   4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

C. Training Facilitator must minutes of the meeting and distribute to all participants.

1.06 COORDINATION

A. Training Facilitator must coordinate instruction schedule with Owner’s operations. Adjust schedule as required to minimize disrupting Owner’s operations.

B. Training Facilitator must coordinate Instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Training Facilitator must coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Owner.

1.07 INSTRUCTION PROGRAM

A. Program Structure: Training Facilitator must develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
   1. Motorized doors, including [overhead coiling doors] [overhead coiling grilles] [and] [automatic entrance doors].
   2. Equipment, including [stage equipment] [projection screens] [loading dock equipment] [waste compactors] [food-service equipment] [residential appliances] [and] [laboratory fume hoods] <Insert type of equipment>.
   3. Fire-protection systems, including [fire alarm] [fire pumps] [and] [fire-extinguishing systems].
   4. Intrusion detection systems.
   5. Conveying systems, including [elevators] [wheelchair lifts] [escalators] [and] [cranes].
   6. Medical equipment, including medical gas equipment and piping.
   7. Laboratory equipment, including laboratory [air] [and] [vacuum] equipment and piping.
   8. Heat generation, including [boilers] [feed water equipment] [pumps] [steam distribution piping] [and] [water distribution piping].
9. Refrigeration systems, including [chillers] [cooling towers] [condensers] [pumps] [and] [distribution piping].
10. HVAC systems, including [air-handling equipment] [air distribution systems] [and] [terminal equipment and devices].
11. HVAC instrumentation and controls.
12. Electrical service and distribution, including [transformers] [switchboards] [panelboards] [uninterruptible power supplies] [and] [motor controls].
13. Packaged engine generators, including transfer switches.
14. Lighting equipment and controls.
15. Communication systems, including [intercommunication] [surveillance] [clocks and programming] [voice and data] [and] [television] equipment.

B. Training Modules: Training Facilitator must develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

C. Documentation: Review the following items in detail:

1. Emergency manuals.
2. Operations manuals.
4. Project Record Documents.
5. Identification systems.
6. Warranties and bonds.
7. Maintenance service agreements and similar continuing commitments.

D. Emergencies: Include the following, as applicable:

1. Instructions on meaning of warnings, trouble indications, and error messages.
2. Instructions on stopping.
3. Shutdown instructions for each type of emergency.
4. Operating instructions for conditions outside of normal operating limits.
5. Sequences for electric or electronic systems.
6. Special operating instructions and procedures.

E. Operations: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Control sequences.
7. Instructions on stopping.
10. Operating procedures for system, subsystem, or equipment failure.
11. Seasonal and weekend operating instructions.
12. Required sequences for electric or electronic systems.
13. Special operating instructions and procedures.

F. Adjustments: Include the following:
   1. Alignments.
   2. Checking adjustments.
   3. Noise and vibration adjustments.
   4. Economy and efficiency adjustments.

G. Troubleshooting: Include the following:
   1. Diagnostic instructions.
   2. Test and inspection procedures.

H. Maintenance: Include the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Procedures for routine cleaning
   5. Procedures for preventive maintenance.
   7. Instruction on use of special tools.

I. Repairs: Include the following:
   1. Diagnosis instructions.
   2. Repair instructions.
   3. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   4. Instructions for identifying parts and components.
   5. Review of spare parts needed for operation and maintenance.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION

3.01 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module.

B. Assemble training modules into a combined training manual.

C. Set up instructional equipment at instruction location.

3.02 INSTRUCTION

A. Contractor must provide Training Facilitator and Instructors

B. Owner will furnish personnel to describe:
   1. Basis of system design
   2. Operational requirements, criteria, and regulatory requirements.
   3. Owner's operational philosophy.

C. Owner will furnish Contractor with names and positions of participants

D. Scheduling
   1. Provide instruction at mutually agreed on times.
   2. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   3. Schedule training with Owner at least twenty-one (21) Days in advance of the training.

E. Evaluation
   1. At conclusion of each training module, assess and document each participant's mastery of module by use of [an oral] [a written] [a demonstration] performance-based test.

F. Demonstration and Training Videotape
   1. Record each training module separately.
   2. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   3. At beginning of each training module, record each chart containing learning objective and lesson outline.

G. Cleanup
   1. Collect used and leftover educational materials and [remove from Site] [give to Owner].
   2. Remove instructional equipment.
   3. Restore systems and equipment to condition existing before initial training use.

3.03 SUBMITTALS

A. Instruction Program
   1. At least six (6) weeks prior to scheduled training, submit four (4) copies of an outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module.
   2. Include learning objective and outline for each training module.

B. At completion of training, submit four (4) copies of the complete training manual for Owner's use.
C. Qualification Data
   1. Training Facilitator
      a. At least six weeks prior to training, submit four (4) copies of the qualifications of Training Facilitator
      b. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified
   2. Instructors
      a. At least six weeks prior to training, submit four (4) copies of the qualifications of all Instructors
      b. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified
   3. Cameraman
      a. At least six weeks prior to training, submit four (4) copies of the qualifications of Videotape cameraman
      b. Include lists of completed projects with project names and addresses, names and addresses of architects and Owners, and other information specified.
      c. Include list of Videotape equipment that will be used
   D. Attendance Record: For each training module, submit four (4) copies of the list of participants and length of instruction time.
   E. Evaluations: For each participant and for each training module, submit four (4) copies of the results and documentation of performance-based test.
   F. Demonstration and Training Videotape: At end of each training module submit four (4) copies of the Demonstration and Training Videotape(s).

PART 4 - FORMS (Not Used)

END OF SECTION 01820
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey D Draper, Director, Facilities and Fleet
SUBJECT: Notice of Completion of Contract and Acceptance of Work for Muriel Wright Ranch Campus Project

RECOMMENDED ACTION

FISCAL IMPLICATIONS
There is no impact to the General Fund because of this action.

CONTRACT HISTORY
On June 20, 2017, Item 135, the Board of Supervisors (Board) approved a construction contract for Project No. 263-CP17014 “Remodel Muriel Wright” in the amount of $4,294,000. An additional $429,400 was encumbered as Supplemental Work Allowance (SWA) for a total encumbered amount of $4,723,400. The table below outlines additional Board actions that increased the SWA for this project, and the total encumbered amount.

<table>
<thead>
<tr>
<th>Date of Meeting</th>
<th>Item No.</th>
<th>SWA Increase</th>
<th>Total Encumbrance</th>
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<tr>
<td>March 30, 2018</td>
<td>85</td>
<td>$200,000</td>
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<td>June 5, 2018</td>
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<td>$290,000</td>
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<td>September 25, 2018</td>
<td>96</td>
<td>$300,000</td>
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<td>December 18, 2018</td>
<td>126</td>
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<td>March 19, 2019</td>
<td>68</td>
<td>$850,000</td>
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REASONS FOR RECOMMENDATION
The work is completed, the Building Official’s final inspection was signed off on, and Final
Occupancy was approved on February 14, 2020. The next step is for the Board to accept the work, allowing the Facilities and Fleet Department to release withheld retention, start the one-year warranty period, and close the project.

**CHILD IMPACT**
This action will have no/neutral impact on children or youth.

**SENIOR IMPACT**
This action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**
This action will have positive sustainability implications, as these renovated facilities will incorporate energy efficiency and resource conserving design thereby preserving resources and limiting emissions resulting from facility operations.

**BACKGROUND**
The Board approved and resourced Project 263-CP17014 as part of the Fiscal Year 2017 Final Budget. The project converted the Muriel Wright Campus facilities from an adolescent minimum-security detention and rehabilitation facility into an adult residential mental health and substance abuse treatment and rehabilitation facility for patients from the community and inmates upon their release.

**CONSEQUENCES OF NEGATIVE ACTION**
The project would not be accepted as complete at this time.

**STEPS FOLLOWING APPROVAL**
1. Record the Executed Notice of Completion with the Office of the Clerk-Recorder.

**ATTACHMENTS:**
- 263-CP17014_DLFalk 17-21 NOC_COVER SHEET (PDF)
- 263-CP17014_DLFalk 17-21 NOC (PDF)
- 263-CP17014_DLFalk 17-21 Contractors Release_EXECUTED (PDF)
RECORDING REQUESTED BY:

Jeff Draper
Director of Facilities and Fleet

Wednesday, March 11, 2020

WHEN RECORDED, MAIL TO:

Facilities and Fleet Department
2310 N. First St. Suite 200
San Jose, CA 95131
ATTN: Jingna Zhang

(SPACE ABOVE THIS LINE FOR RECORDER’S USE)

NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

CONTRACT NO: 263-CP17014 (17-21)

DOCUMENT TITLE:

Muriel Wright Ranch Campus Building Renovations

No recording fee required pursuant to
Government Code §6103 and 27383

SEPARATE PAGE PURSUANT TO GOVT CODE §27361.6
NOTICE OF COMPLETION OF CONTRACT AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN by order of the Board of Supervisors of the County of Santa Clara, State of California, pursuant to State law, that the work to be performed under the contract heretofore made and executed by and between the County of Santa Clara, as owner herein, and

D.L. Falk Construction, Inc.
3626 Investment Blvd., Hayward, CA 94545

as Contractor therein, bearing the date June 20, 2017
for construction of Muriel Wright Ranch Campus Building Renovations
Contract No. 17-21
and appurtenant facilities upon lands of said County known as

Muriel Wright Ranch, 298 Bernal Road, San Jose, CA 95119
situated in the County of Santa Clara, State of California, was completed by the Contractor, and the work was accepted by the said Board on behalf of said County on April 7, 2020

Upon said contract, Liberty Mutual Insurance Company
Bond Number 070022758
was surety on the bond given by said D.L. Falk Construction, Inc. the said Contractor, as required by law.

That the nature of the ownership interest of said County in the real property upon which said work and contract was performed is that of Fee Simple Absolute.

That the mailing address for the Clerk of said Board for the County is

70 West Hedding Street, 10th Floor, East Wing,
San Jose, California, 95110

IN WITNESS WHEREOF, pursuant to the order of the Board of Supervisors made and given on April 7, 2020 authorizing and directing the extension of its name, authenticated by the signature of the Clerk of said Board of Supervisors on April 7, 2020.

BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA

__________________________________________
Megan Doyle
Clerk of the Board

I hereby declare that I am the Clerk of the Board of the County of Santa Clara and that I make this oath on its behalf; that the County of Santa Clara is the owner of the real property interest described in the foregoing Notice; that I have read the foregoing Notice and know the contents thereof, and the facts therein stated are true of my own knowledge.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct, and was executed at San Jose, California, on April 7, 2020.

__________________________________________
Megan Doyle
Clerk of the Board
CONTRACTOR’S RELEASE UNDER CONTRACT 17-21

KNOW ALL MEN BY THESE PRESENTS: In consideration of the premise and the sum
of Six million nine hundred twenty-four thousand one hundred sixty-three dollars and
sixteen cents, ($6,927,298.59)

lawful money of the County of Santa Clara (herein called “Owner”), Six million four
hundred forty-three thousand fifty-four dollars and thirty-six cents, ($6,443,054.36) of
which has already been paid and

Four hundred eighty-four thousand two hundred forty-four dollars and twenty-three
cents ($484,244.23) of which is to be paid by the Owner as a final amount under the
above mentioned contract, the undersigned Contractor does, and by the receipt of said
sum does, for itself, its successors and assigns, remise, release and forever discharge
the Owner, its officers, agents, and employees of and from all liabilities, obligations, and
claims whatsoever in law and in equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this 18th day of March, 2020.

WITNESS:

Heidi Diep__________________________  BY: David T. Falk__________________________
Controller__________________________  TITLE: Director of Operations

Certificate

I, Heidi Diep, certify that I am the Controller of the Corporation named as Contractor in
the foregoing release; that David T. Falk who signed said release on behalf of the
Contractor was then Director of Operations of said corporation; that said release was
duly signed for and in behalf of said corporation by authority of its governing body and is
within the scope of its corporate powers.

Heidi Diep
Signature of Certifying Person
3/18/2020
DATE: April 7, 2020

TO: Board of Supervisors

FROM: John P. Mills, Director, Employee Services Agency

SUBJECT: Salary Ordinance Amendment for Various Actions related to the Communicable Disease Investigator

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.98 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees amending the Salary Schedule to increase the salary of the Communicable Disease Investigator by ten percent and to add the classification of Senior Communicable Disease Investigator.

• Introduce, waive reading, and preliminarily adopt on March 24, 2020.
• Adopt (Final) on April 7, 2020.

Please refer to Legislative File # 100756.

LINKS:
• Linked To: 100756 : 100756

ATTACHMENTS:
• NS-5.20.98 - ESA - Various actions for Communicable Disease Investigator Study (PDF)

HISTORY:
03/24/20 Board of Supervisors ADOPTED (PRELIM.) Next: 04/07/20
ORDINANCE NO. NS-5.20.98

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

The Salary Schedule shall be amended to add the classification and salary listed below:

S5D   Senior Communicable Disease Investigator

<table>
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<th></th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
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</thead>
<tbody>
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<td>BIWEEKLY</td>
<td>2941.28</td>
<td>3094.08</td>
<td>3246.96</td>
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<td>7697.56</td>
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SECTION 2:

The Salary Schedule shall be amended to read as follows:

S51  Communicable Disease Investigator

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<tr>
<th></th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIWEEKLY</td>
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<td>MONTHLY</td>
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<td>6842.33</td>
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</tbody>
</table>

SECTION 3:

This Ordinance shall take effect April 7, 2020. This Ordinance shall be implemented on April 20, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _______________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of Supervisors.

Attest:

____________________________________
Megan Doyle
Clerk of the Board of Supervisors
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Salary Ordinance Amendment related to Confidential Clerical Realignments

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.99 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting the salaries of unrepresented Confidential Clerical classifications providing for various salary realignments.
• Introduce, waive reading, and preliminarily adopt on March 24, 2020.
• Adopt (Final) on April 7, 2020.

FISCAL IMPLICATIONS
The cost to implement the recommended action is approximately $43,000 for Fiscal Year (FY) 2020 and will be absorbed within departments’ existing appropriations. The annualized cost of approximately $60,000 will be included in the base budget.

REASONS FOR RECOMMENDATION
Unrepresented confidential clerical classifications historically receive the same general wage increases and wage realignments as the SEIU Local 521 (SEIU) Clerical Bargaining Unit. The recommended action will provide for classifications designated as confidential clerical to receive the same realignments as their non-confidential counterparts.

CHILD IMPACT
The recommended action will have no/neutral impact on children.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
On October 22, 2019, the Board of Supervisors approved a general wage increase and
realignments for certain unrepresented confidential clerical classifications based on the last, best, and final offer (LBFO) tendered to SEIU Local 521 at that time. Since that action was taken, the SEIU agreement has been approved and certain classifications received a higher realignment than what was represented in the LBFO. The recommended action recognizes the difference in those percentages and includes those confidential clerical classifications that did not originally receive a realignment.

**CONSEQUENCES OF NEGATIVE ACTION**
The realignments for specific confidential clerical classifications will not be approved.

**STEPS FOLLOWING APPROVAL**
The Clerk of the Board of Supervisors is requested to send MinuteTraq notification of completed processing to Jennifer Paredes-Fricano and Barbara Olivares, Employee Services Agency – Human Resources.

**ATTACHMENTS:**
- NS-5.20.99 - ESA - Confidential Clerical Realignments (PDF)
- Confidential Clerical Realignment Classifications - Attachment A (PDF)

**HISTORY:**
03/24/20 Board of Supervisors ADOPTED (PRELIM.) Next: 04/07/20
ORDINANCE NO. NS-5.20.99

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

Notwithstanding the provisions of NS-5.20, the salaries for the classifications listed in Attachment A shall receive an additional realignment as noted.

SECTION 2:

This Ordinance shall take effect April 7, 2020. This Ordinance shall be implemented on April 6, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _______________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this
document has been delivered by electronic
or other means to the President, Board of Supervisors.

Attest:

____________________________________
Megan Doyle
Clerk of the Board of Supervisors
## 2020 Confidential Realignments

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>D9B</td>
<td>Account Clerk I - Confidential Clerical</td>
<td>3.27%</td>
</tr>
<tr>
<td>D2F</td>
<td>Account Clerk II - Confidential Clerical</td>
<td>1.46%</td>
</tr>
<tr>
<td>X19</td>
<td>Administrative Assistant - Confidential Clerical</td>
<td>1.10%</td>
</tr>
<tr>
<td>X9B</td>
<td>Board Clerk I - Confidential Clerical</td>
<td>0.82%</td>
</tr>
<tr>
<td>X17</td>
<td>Executive Assistant I - Confidential Clerical</td>
<td>0.33%</td>
</tr>
<tr>
<td>D7B</td>
<td>Legal Secretary I - Confidential Clerical</td>
<td>0.51%</td>
</tr>
<tr>
<td>D7E</td>
<td>Legal Secretary Trainee - Confidential Clerical</td>
<td>2.61%</td>
</tr>
<tr>
<td>D8B</td>
<td>Medical Administrative Assistant I - Confidential Clerical</td>
<td>1.24%</td>
</tr>
<tr>
<td>D8C</td>
<td>Medical Administrative Assistant II - Confidential Clerical</td>
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<tr>
<td>X14</td>
<td>Office Specialist I - Confidential Clerical</td>
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<tr>
<td>X13</td>
<td>Office Specialist II - Confidential Clerical</td>
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<tr>
<td>X12</td>
<td>Office Specialist III - Confidential Clerical</td>
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## 2020 Confidential Realignments

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<tr>
<th>Job Code</th>
<th>Job Title</th>
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</table>
DATE:        April 7, 2020
TO:         Board of Supervisors
FROM:  James R. Williams, County Counsel
SUBJECT:  Addition of Positions in the Office of the County Counsel

RECOMMENDED ACTION

Adoption of Salary Ordinance No. NS-5.20.100 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Attorney IV - County Counsel or Attorney III-County Counsel or Attorney II-County Counsel or Attorney I-County Counsel position, one Program Manager II position, and one Senior Paralegal or Paralegal position in the Office of the County Counsel.

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

FISCAL IMPLICATIONS

The cost to implement the recommended action for the remainder of Fiscal Year (FY) 2019-20 is approximately $111,721 and will be absorbed by the Office of the County Counsel. The ongoing cost for FY 2020-21 is approximately $665,516, which will be offset through the transfer of funds from the General Fund Reserve for State and Federal Impacts, as the positions added to ensure Countywide compliance with the California Public Records Act (CPRA).

REASONS FOR RECOMMENDATION

At the February 25, 2020 meeting (Item No. 31), the Board approved the creation of a Program Manager II position, a County Counsel Attorney position, and a Senior Paralegal/Paralegal position within the Office of the County Counsel to provide the needed resources to handle the intake, countywide coordination, tracking, legal review, and production of records in response to public records requests, and referred to Administration and County Counsel to report back on March 24, 2020 with implementing actions. A Program Manager II within the Office of the County Counsel will serve as the Countywide CPRA Coordinator to manage the countywide Public Records Act process, overseeing the centralized intake system and tracking of CPRA responses, and coordinating with assigned attorneys and Department CPRA Coordinators on the searching, retrieval, review, redaction,
and production of records. The Paralegal and Attorney positions will provide needed resources for the increased volume of legal review of records to avoid potential breaches of protected information. The Attorney position will also help with the necessary oversight required to fulfill the Office’s obligations.

The attached salary ordinance adds the needed resources, as directed by the Board.

**CHILD IMPACT**

The recommended action will have no/neutral impact on children.

**SENIOR IMPACT**

The recommended action will have no/neutral impact on seniors.

**SUSTAINABILITY IMPLICATIONS**

The recommended action will have no/neutral sustainability implications.

**BACKGROUND**

The County Counsel is the legal advisor to the Board of Supervisors, every County officer, all County departments and agencies, and County boards and commissions. Under the County’s Open Government Ordinance section A17-12, the Office of the County Counsel has been designated as the Office responsible for receiving and coordinating departmental responses to Public Records Act requests, but the Office has never been allocated resources to manage this countywide process.

The Employee Services Agency supports the recommended action.

**CONSEQUENCES OF NEGATIVE ACTION**

The Office of the County Counsel will not have the necessary staff resources to appropriately manage, track, and provide legal review for the County’s responses to public records requests.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board of Supervisors is requested to send notification of completed processing to Emma Perez of the Employee Services Agency, Human Resources, and Kim Forrester, Office of the County Counsel.

**ATTACHMENTS:**

- NS-5.20.100 – CCO – Adding Attorney IV-III-II-I County Counsel, Program Manager II and Senior Paralegal-Paralegal (PDF)

**HISTORY:**

03/24/20 Board of Supervisors ADOPTED (PRELIM.)

Next: 04/07/20
ORDINANCE NO. NS-5.20.100

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 15 – COUNTY COUNSEL – BU 120 the following shall be added:

*41*103*  1  U27  Attorney IV-County Counsel
OR  U28  Attorney III-County Counsel
OR  U31  Attorney II-County Counsel
OR  U32  Attorney I-County Counsel
1  B3N  Program Manager II
1  V73  Senior Paralegal
OR  V74  Paralegal

SECTION 2:

This Ordinance shall take effect April 7, 2020. This Ordinance shall be implemented on April 20, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _______________________ by the following vote:

AYES:  Supervisors,
NOES:  Supervisors,
ABSENT:  Supervisors,

____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

____________________________________
Megan Doyle
Clerk of the Board of Supervisors

BO-3/24/2020  Form Approved by County Counsel 10/07
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jeffrey F. Rosen, District Attorney
SUBJECT: County Gun Team Implementing Actions (Position Additions)

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.101 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adding one Attorney IV-District Attorney or Attorney III-District Attorney or Attorney II-District Attorney or Attorney I-District Attorney position and one Criminal Investigator II or Criminal Investigator I position in the Office of the District Attorney.

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

BACKGROUND
Please refer to linked Legislative File #100719.

LINKS:
- Linked From: 100719 : 100719

ATTACHMENTS:
- NS-5.20.101 – DA – Adding Attorney IV-III-II-I DA and Criminal Investigator II-I (PDF)

HISTORY:
03/24/20 Board of Supervisors ADOPTED (PRELIM.) Next: 04/07/20
ORDINANCE NO. NS-5.20.101

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

In SECTION 25 – DISTRICT ATTORNEY – BU 202 the following shall be added:

*40*42*103* 1  U20  Attorney IV-District Attorney  
OR  U21  Attorney III-District Attorney  
OR  U24  Attorney II-District Attorney  
OR  U25  Attorney I-District Attorney

*96* 1  V76  Criminal Investigator II  
OR  V77  Criminal Investigator I

SECTION 2:

This Ordinance shall take effect April 7, 2020. This Ordinance shall be implemented on April 20, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on _______________________ by the following vote:

AYES:  Supervisors,  
NOES:  Supervisors,  
ABSENT:  Supervisors,

Cindy Chavez, President  
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

______________________________  
Megan Doyle  
Clerk of the Board of Supervisors

BO-3/24/2020  
Form Approved by County Counsel 10/07
DATE: April 7, 2020
TO: Board of Supervisors
FROM: John P. Mills, Director, Employee Services Agency
SUBJECT: Salary Ordinance Amendment related to the Tentative Agreement with E&A Local 21

RECOMMENDED ACTION
Adoption of Salary Ordinance No. NS-5.20.104 amending Santa Clara County Salary Ordinance No. NS-5.20 relating to compensation of employees adjusting salaries for employees represented by Santa Clara County Engineers and Architects Association, IFPTE Local 21 AFL-CIO (SCCEAA) providing for a three percent general wage increase, a 1.5 percent realignment for all classifications represented by SCCEAA, and an additional four percent realignment for the classification of Architectural Plans Examiner.

• Introduce, waive reading, and preliminarily adopt on March 24, 2020.
• Adopt (Final) on April 7, 2020.

Please refer to Legislative File #100895.

LINKS:
• Linked To: 100895 : 100895

ATTACHMENTS:
• NS-5.20.104 - ESA - IFPTE Local 21 Wage Increases (PDF)

HISTORY:
03/24/20 Board of Supervisors ADOPTED (PRELIM.) Next: 04/07/20
ORDINANCE NO. NS-5.20.104

AN ORDINANCE AMENDING SANTA CLARA COUNTY ORDINANCE NO. NS-5.20 RELATING TO THE COMPENSATION OF EMPLOYEES

The Board of Supervisors of the County of Santa Clara ordains as follows:

SECTION 1:

Notwithstanding the provisions of NS-5.20, the salaries for all classifications represented by Santa Clara County Engineers and Architects Association, IFPTE Local 21 AFL-CIO (SCCEAA), including extra help classifications, shall be increased by 3%.

SECTION 2:

Notwithstanding the provisions of NS-5.20, all classifications represented by Santa Clara County Engineers and Architects Association, IFPTE Local 21 AFL-CIO (SCCEAA), including extra help classifications, shall receive an additional 1.5% realignment.

SECTION 3:

Notwithstanding the provisions of NS-5.20, the classification of Architectural Plans Examiner shall receive an additional 4% realignment.

SECTION 4:

This Ordinance shall take effect April 7, 2020. This Ordinance shall be implemented on April 20, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on __________________ by the following vote:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,

____________________________________
Cindy Chavez, President
Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

_________________________________
Megan Doyle
Clerk of the Board of Supervisors

JPF-3/24/2020

Form Approved by County Counsel 10/07
DATE: April 7, 2020
TO: Board of Supervisors
FROM: James R. Williams, County Counsel
       Laurie Smith, Sheriff
SUBJECT: Ordinance regarding Appointment of Reserve Deputy Sheriffs

RECOMMENDED ACTION
Held from February 25, 2020 (Item No. 60): Adoption of Ordinance No. NS-300.940 adding Section A20-2.1 of Chapter I of Division A20 of the Santa Clara County Ordinance Code relating to Sheriff's Authority to Appoint Reserve Deputy Sheriffs.

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

FISCAL IMPLICATIONS
No impact to the County General Fund will result from approval of the recommended action.

REASONS FOR RECOMMENDATION
The proposed Ordinance authorizes the Sheriff to select, and deputize or appoint, qualified individuals as Level I Reserve Deputy Sheriffs, in conformance with Penal Code section 830.6(a)(2). Reserve Deputy Sheriffs may be utilized as necessary to provide supplemental law enforcement services within Santa Clara County.

CHILD IMPACT
The recommended action will have no/neutral impact on children.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

BACKGROUND
The Santa Clara County Sheriff’s Office has a designated Volunteer Reserve unit designed to provide supplemental services to the community utilizing sworn Reserve Deputy Sheriffs.
The Commission on Peace Officer Standards and Training (POST) recognizes three levels of Reserve Peace Officers based on the level of training completed. Each of the three levels has certain limitations on the scope of service which can be provided. Level I Reserve Peace Officer is the top level with the highest training and those Reserve Peace Officers are authorized to provide the most comprehensive supplemental law enforcement services.

**CONSEQUENCES OF NEGATIVE ACTION**

The Sheriff’s Office may have to reduce the level of services available to County residents without Level I reserves available.

**STEPS FOLLOWING APPROVAL**

The Clerk of the Board shall process the Ordinance Code amendment, and send notification to Kim Forrester, Office of the County Counsel; and Juan Gallardo, Office of the Sheriff.

**ATTACHMENTS:**

- Ordinance NS-300.940 relating to Appointment of Reserve Deputy Sheriffs  (PDF)

**HISTORY:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Body</th>
<th>Action</th>
<th>Next Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/25/20</td>
<td>Board of Supervisors</td>
<td>HELD</td>
<td>03/24/20</td>
</tr>
<tr>
<td>03/24/20</td>
<td>Board of Supervisors</td>
<td>ADOPTED (PRELIM.)</td>
<td>04/07/20</td>
</tr>
</tbody>
</table>
ORDINANCE NO. NS-300.940

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA ADDING
SECTION A20-2.1 OF CHAPTER I OF DIVISION A20 OF THE COUNTY OF
SANTA CLARA ORDINANCE CODE RELATING TO SHERIFF’S AUTHORITY
TO APPOINT RESERVE DEPUTY SHERIFFS

Summary

This Ordinance grants the Sheriff authority to deputize or
appoint reserve or auxiliary deputies.

THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA
ORDAINS AS FOLLOWS:

SECTION 1. Chapter I of Division A20 of the Ordinance Code of the County of
Santa Clara relating to Law Enforcement and the Sheriff’s Department is hereby
amended by adding a new Section to be numbered and titled and to read as follows:

Sec. A20-2.1. Sheriff’s Authority to Appoint Reserve Deputy Sheriffs.

Pursuant to the provisions of Section 830.6(a)(2) of the Penal Code, the Sheriff is
authorized to select, and deputize or appoint, any qualified person as a reserve or

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Ordinance NS-300.940 re Sheriff’s Authority to Appoint Reserve Deputy Sheriffs
auxiliary deputy sheriff. Such deputizing or appointing of a reserve or auxiliary deputy sheriff shall not in any way be construed to create an employment relationship between the County and the reserve or auxiliary deputy sheriff.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on ____________ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________________
CINDY CHAVEZ, President
Board of Supervisors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.
ATTEST:

____________________________________
MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

____________________________________
CHRISTOPHER A. CAPOZZI
Deputy County Counsel

2169755

Ordinance NS-300.940 re Sheriff's Authority to Appoint Reserve Deputy Sheriffs
DATE: April 7, 2020
TO: Governing Board of the Santa Clara County Central Fire Protection District
FROM: Tony Bowden, Fire Chief
SUBJECT: Adoption of Salary Ordinance No. CFPD-2020-4

RECOMMENDED ACTION
Adoption of Salary Ordinance No. CFPD-2020-4 amending Santa Clara County Central Fire Protection District Salary Ordinance No. CFPD-2020-1 adding the classification of Firefighter – Voluntary Reduced Rank before July 31, 2020; and deleting 165 Firefighter/Engineer or Firefighter or Firefighter Trainee positions and adding 165 Firefighter/Engineer or Firefighter or Firefighter – Voluntary Reduced Rank before July 31, 2020 or Firefighter Trainee positions.

• Introduce, waive reading, and preliminarily adopt on March 24, 2020.
• Adopt (Final) on April 7, 2020.

FISCAL IMPLICATIONS
There is no fiscal impact to the County’s General Fund. Approval of the recommended action will not require modification to the current Board-approved Fire District budget as the cost of the added positions is the same as the existing Firefighter/Engineer positions.

REASONS FOR RECOMMENDATION
The Fire District is seeking approval to add the position of Firefighter – Voluntary Reduced Rank before July 31, 2020, to allow individuals to voluntarily move from the Firefighter/Engineer classification to the Firefighter classification.

The Firefighter – Voluntary Reduced Rank before July 31, 2020 classification has been incorporated into the attached Salary Ordinance as an alternately staffed classification within the existing 165 alternately staffed Firefighter/Engineer or Firefighter or Firefighter – Voluntary Reduced Rank before July 31, 2020 or Firefighter Trainee positions. The Firefighter -Voluntary Reduced Rank before July 31, 2020 classification has the same salary range as the Firefighter/Engineer. Employees that voluntarily elect to reduce rank to the Firefighter – Voluntary Reduced Rank before July 31, 2020 will remain at their current pay
step and will not advance in pay step or receive any general wage increases until a pay step in the Firefighter pay range matches or exceeds the employee’s set pay rate.

Once the minimum Firefighter staffing is achieved, alternate staffing for the 165 positions will be modified accordingly. Management has discussed the proposed classification addition with Local 1165, and Local 1165 concurs with the Fire District’s recommendation.

CHILD IMPACT
The recommended action will have no/neutral impact on children.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.

CONSEQUENCES OF NEGATIVE ACTION
The Fire District will not be able to add the classification needed to meet current delivery service needs.

STEPS FOLLOWING APPROVAL
The President and Clerk will sign Salary Ordinance No. CFPD-2020-4 and the Clerk will notify the Fire District’s Director of Business Services when the completed documents are available in MinuteTraq.

LINKS:
- Linked To: 100784 : 100784

ATTACHMENTS:
- CFPD Ordinance 2020-4 (PDF)

HISTORY:
03/24/20 Board of Supervisors ADOPTED (PRELIM.) Next: 04/07/20
**SECTION 1:**

In Exhibit A – Schedule of Job Classifications and Positions – to Ordinance CFPD-2020-1, the following shall be deleted:

<table>
<thead>
<tr>
<th>Total No. of FTEs</th>
<th>Position Title</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>165</td>
<td>FIREFIGHTER/ENGINEER</td>
<td>or FIREFIGHTER or FIREFIGHTER TRAINEE (Extra-help)*</td>
</tr>
</tbody>
</table>

**SECTION 2:**

In Exhibit A – Schedule of Job Classifications and Positions – to Ordinance CFPD-2020-1, the following shall be added:

<table>
<thead>
<tr>
<th>Total No. of FTEs</th>
<th>Position Title</th>
<th>Position Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>165</td>
<td>FIREFIGHTER/ENGINEER</td>
<td>or FIREFIGHTER or FIREFIGHTER - Voluntary Reduced Rank before July 31, 2020 or FIREFIGHTER TRAINEE (Extra-help)*</td>
</tr>
</tbody>
</table>

*Unrepresented employee

///
///
///
///

Santa Clara County Central Fire Protection District
Salary Ordinance No. CFPD-2020-4
SECTION 3:

Exhibit B - the Salary Schedule – to ordinance No. CFPD-2020-1 shall be modified to add the classification and salary listed below.

<table>
<thead>
<tr>
<th>POSITION</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIREFIGHTER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Voluntary Reduced Rank before July 31, 2020</td>
<td>9,741.11</td>
<td>10,228.17</td>
<td>10,739.58</td>
<td>11,276.56</td>
<td>11,840.39</td>
</tr>
</tbody>
</table>

SECTION 4:

Exhibit B – Schedule of Monthly Salary Rates by Position is approved in accordance with the provisions of Section 570.5 of the California Code of Regulations and is to be posted on the Fire District’s website.

SECTION 5:

This Ordinance shall take effect April 7, 2020 and all sections shall be implemented on April 06, 2020 (Pay Period 20/09).

PASSED AND ADOPTED by the Board of Directors of the Santa Clara County Central Fire Protection District, State of California, this _________________ by the following vote:

AYES: Directors,  
NOES: Directors,  
ABSENT: Directors

CINDY CHAVEZ, PRESIDENT  
Board of Directors

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Directors.

Attest:  
MEGAN DOYLE  
Clerk of the Board

APPROVED AS TO FORM AND LEGALITY:  
MASA SHIOHIRA  
Deputy County Counsel

Exhibits to this Ordinance:  
Exhibit A – Schedule of Job Classifications and Positions  
Exhibit B - Schedule of Monthly Salary Rates by Position

Santa Clara County Central Fire Protection District  
Salary Ordinance No. CFPD-2020-4
<table>
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<tr>
<th>Total No. of FTEs</th>
<th>Position Title</th>
<th>Position Title</th>
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<tbody>
<tr>
<td>3</td>
<td>ADMINISTRATIVE ASSISTANT I</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>ADMINISTRATIVE ASSISTANT II</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>ADMINISTRATIVE ASSISTANT III or ADMINISTRATIVE ASSISTANT IV</td>
<td>*</td>
</tr>
<tr>
<td>1</td>
<td>ASSISTANT FIRE CHIEF or DEPUTY CHIEF</td>
<td>*</td>
</tr>
<tr>
<td>1</td>
<td>ASSISTANT FIRE MARSHAL</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>BATTALION CHIEF</td>
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<tr>
<td>3</td>
<td>BUSINESS SERVICES ASSOCIATE I or BUSINESS SERVICES ASSOCIATE II</td>
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<td>1</td>
<td>COMMUNITY RISK PROGRAM DIRECTOR</td>
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<tr>
<td>2</td>
<td>COMMUNITY RISK SPECIALIST I or COMMUNITY RISK SPECIALIST II</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>FACILITIES MAINTENANCE MANAGER</td>
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<tr>
<td>1</td>
<td>CONTRACT COMPLIANCE ANALYST</td>
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<tr>
<td>1</td>
<td>DATABASE ADMINISTRATOR</td>
<td>*</td>
</tr>
<tr>
<td>3</td>
<td>DEPUTY CHIEF</td>
<td>*</td>
</tr>
<tr>
<td>1</td>
<td>DEPUTY CHIEF or DIRECTOR OF FIRE PREVENTION</td>
<td>*</td>
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<tr>
<td>1</td>
<td>DEPUTY DIRECTOR OF COMMUNICATIONS</td>
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<td>1</td>
<td>DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT</td>
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</tr>
<tr>
<td>16</td>
<td>DEPUTY FIRE MARSHAL I or DEPUTY FIRE MARSHAL II or ASSOC. FIRE PLANS EXAMINER or FIRE PLANS EXAMINER</td>
<td></td>
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<tr>
<td>3</td>
<td>DEPUTY FIRE MARSHAL TRAINEE or DEPUTY FIRE MARSHAL I</td>
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</tr>
<tr>
<td>1</td>
<td>DIRECTOR OF BUSINESS SERVICES</td>
<td>*</td>
</tr>
<tr>
<td>1</td>
<td>DIRECTOR OF COMMUNICATIONS</td>
<td>*</td>
</tr>
<tr>
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<td>DIRECTOR OF EMERGENCY MANAGEMENT</td>
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<tr>
<td>1</td>
<td>DIRECTOR OF PERSONNEL SERVICES</td>
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<tr>
<td>1</td>
<td>EMS COORDINATOR</td>
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<td>FINANCIAL ANALYST/ACCOUNTANT</td>
<td>*</td>
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<tr>
<td>68</td>
<td>FIRE CAPTAIN</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>FIRE CHIEF</td>
<td>*</td>
</tr>
<tr>
<td>3</td>
<td>FIRE MECHANIC I or FIRE MECHANIC II</td>
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</tr>
<tr>
<td>165</td>
<td>FIREFIGHTER/ENGINEER or FIREIGHTER - Voluntary Reduced Rank before July 31, 2020 or FIREFIGHTER TRAINEE (Extra-help)*</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GENERAL MAINT. CRAFTWORKER</td>
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<td>GIS ANALYST</td>
<td>*</td>
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<td>HAZARDOUS MATERIALS SPECIALIST or HAZARDOUS MATERIALS INSPECTOR</td>
<td></td>
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<tr>
<td>1</td>
<td>INFORMATION SPECIALIST</td>
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<td>SYSTEMS ADMINISTRATOR</td>
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<td>MANAGEMENT ANALYST - ASSOCIATE A or MANAGEMENT ANALYST - ASSOCIATE B or MANAGEMENT ANALYST</td>
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<td>NETWORK &amp; SECURITY ADMINISTRATOR</td>
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<td>1</td>
<td>OFFICE ASSISTANT</td>
<td>*</td>
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<td>1</td>
<td>PERSONNEL SERVICES TECHNICIAN</td>
<td>*</td>
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<tr>
<td>1</td>
<td>PRINCIPAL FINANCIAL ANALYST/ACCOUNTANT</td>
<td>*</td>
</tr>
<tr>
<td>3</td>
<td>PROGRAM SPECIALIST I or PROGRAM SPECIALIST II</td>
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</tr>
<tr>
<td>Total No. of FTEs</td>
<td>Position Title</td>
<td>Position Title</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------------------------------</td>
<td>----------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>SENIOR COMMUNITY RISK SPECIALIST</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SENIOR DEPUTY FIRE MARSHAL</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SENIOR FIRE MECHANIC</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SENIOR FIRE PLANS EXAMINER</td>
<td></td>
</tr>
<tr>
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<td>SENIOR HAZARDOUS MATERIALS SPECIALIST</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SENIOR MANAGEMENT ANALYST</td>
<td>*</td>
</tr>
<tr>
<td>2</td>
<td>SENIOR PROGRAM SPECIALIST</td>
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</tr>
<tr>
<td>1</td>
<td>SUPPLY SERVICES SPECIALIST I</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>SUPPLY SERVICES SPECIALIST II</td>
<td>or SUPPLY SERVICES SPECIALIST, Hired before August 1, 2016</td>
</tr>
<tr>
<td>1</td>
<td>SUPPORT SERVICES MANAGER</td>
<td>*</td>
</tr>
</tbody>
</table>

*See Resolution No. CFPD-2014-2 for Unrepresented employee benefits:
69.a

POSITION
ADMINISTRATIVE ASSISTANT I
ADMINISTRATIVE ASSISTANT II
ADMINISTRATIVE ASSISTANT III
ADMINISTRATIVE ASSISTANT IV
ASSISTANT FIRE CHIEF
ASSISTANT FIRE MARSHAL
ASSOC. FIRE PLANS EXAMINER
BATTALION CHIEF
BUSINESS SERVICES ASSOCIATE I
BUSINESS SERVICES ASSOCIATE II
COMMUNITY RISK PROGRAM DIRECTOR
COMMUNITY RISK SPECIALIST I
COMMUNITY RISK SPECIALIST II
CONTRACT COMPLIANCE ANALYST
DATABASE ADMINISTRATOR
DEPUTY CHIEF
DEPUTY DIRECTOR OF COMMUNICATIONS
DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT
DEPUTY FIRE MARSHAL I
DEPUTY FIRE MARSHAL II
DEPUTY FIRE MARSHAL TRAINEE
DIRECTOR OF BUSINESS SERVICES
DIRECTOR OF COMMUNICATIONS
DIRECTOR OF EMERGENCY MANAGEMENT
DIRECTOR OF FIRE PREVENTION
DIRECTOR OF PERSONNEL SERVICES
EMS COORDINATOR
FACILITIES MAINTENANCE MANAGER
FINANCIAL ANALYST/ACCOUNTANT
FIRE CAPTAIN
FIRE CHIEF
FIRE MECHANIC I
FIRE MECHANIC II
FIRE PLANS EXAMINER
FIREFIGHTER/ENGINEER

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FIREFIGHTER
Voluntary Reduced Rank before July 31, 2020

FIREFIGHTER
GENERAL MAINT. CRAFTSWORKER
GIS ANALYST
HAZARDOUS MATERIALS ASSISTANT FIRE MARSHAL
HAZARDOUS MATERIALS INSPECTOR
HAZARDOUS MATERIALS SPECIALIST
INFORMATION SPECIALIST
INFORMATION SYSTEMS ANALYST I
INFORMATION SYSTEMS ANALYST II
INFORMATION SYSTEMS ANALYST III
INFORMATION TECHNOLOGY OFFICER
SYSTEMS ADMINISTRATOR
MANAGEMENT ANALYST
MANAGEMENT ANALYST - ASSOCIATE A
MANAGEMENT ANALYST - ASSOCIATE B
NETWORK & SECURITY ADMINISTRATOR

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12,440.95

Page 1 of 2

Attachment: CFPD Ordinance 2020-4 (100785 : Adoption of Salary Ordinance No. CFPD-2020-4)

EXHIBIT B
Santa Clara County Central Fire Protection District
Schedule of Monthly Salary Rates by Position
Effective April 06, 2020

Packet Pg. 1802


<table>
<thead>
<tr>
<th>POSITION</th>
<th>STEP 1</th>
<th>STEP 2</th>
<th>STEP 3</th>
<th>STEP 4</th>
<th>STEP 5</th>
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<tr>
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*Unrepresented employee
DATE: April 7, 2020
TO: Board of Supervisors
FROM: Jake Hess, Fire Chief
SUBJECT: South Santa Clara County Fire Code Update

RECOMMENDED ACTION
Adoption of Ordinance No. SoSCCFD-2020.1 amending Division A of the South Santa Clara County Fire District Ordinance Code adopting by reference Division B7 of the County of Santa Clara Ordinance Code, as recently amended, with certain amendments to address location conditions, as the District Fire Code.

- Introduce, waive reading, and preliminarily adopt on March 24, 2020.
- Adopt (Final) on April 7, 2020.

FISCAL IMPLICATIONS
There is no fiscal impact on the General Fund or the South Santa Clara County Fire funds as a result of this action.

CONTRACT HISTORY
Not applicable.

REASONS FOR RECOMMENDATION
The recommended action will enable the South Santa Clara County Fire District to adopt the recently approved amendments made by the County to the Santa Clara County Fire Code, allowing the District to continue to enforce the fire code. This ordinances fully replaces the old fire code, so no redline version is attached.

CHILD IMPACT
The recommended action will have no/neutral impact on children.

SENIOR IMPACT
The recommended action will have no/neutral impact on seniors.

SUSTAINABILITY IMPLICATIONS
The recommended action will have no/neutral sustainability implications.
BACKGROUND

State law provides that the California Building Standards Commission must adopt building standards applicable to all occupancies in the State of California. The building standards include model codes, including a fire code, published by specified code-writing bodies, as amended to address issues specific to California. When adopted, these building standards constitute the California Building Standards Code.

Health and Safety Code sections 17958.7 and 18947.5, allow counties to modify the State building standards where reasonably necessary because of local climatic, geological or topographical conditions. In December 2019, the County of Santa Clara Board of Supervisors adopted the 2019 triennial edition of the California Building Standards Code, including the California Fire Code. The fire code included amendments reasonably necessary because of local climatic, geological or topographical conditions, supported by specific findings set forth in the fire code.

Health and Safety Code sections 13869.7 and 18941.5 provide that a local fire protection district may adopt its own fire code, either by writing its own code, or by adopting another fire code by reference. Like counties, a local fire protection district may also adopt building standards relating to fire and panic safety that are more stringent than those building standards adopted contained in the California Building Standards Code, where reasonably necessary because of local climatic, geological or topographical conditions. Health and Safety Code section 13869.7, subdivision (a), requires that any such amendments be supported findings regarding this local necessity.

In order to ensure consistent enforcement in the jurisdiction served by the South Santa Clara County Fire District and the County Fire Marshal, the District will need to adopt the County Fire Code by reference.

EXEMPTION FROM CEQA

The adoption of this ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that adoption of the ordinance may have a significant effect on the environment (CEQA Guidelines Section 15061 (b) (3).

CONSEQUENCES OF NEGATIVE ACTION

If the South Santa Clara County Fire Code is not adopted by reference, there will be inconsistent code enforcement within the jurisdictions served by the County Fire Marshal and the District.

STEPS FOLLOWING APPROVAL

Following the approval of the recommended action, the Clerk of the Board will send one copy of the Ordinance to:

South Santa Clara County Fire District
Attention: District Analyst
15670 Monterey Street
Morgan Hill, CA  95037
ATTACHMENTS:

- Ordinance No. SoSCCFD-2020.1 amending Division A of the South Santa Clara County Fire District Ordinance Code (PDF)

HISTORY:

03/24/20    Board of Supervisors    ADOPTED (PRELIM.)    Next: 04/07/20
ORDINANCE NO. SoSCCFD-2020-1

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE SOUTH SANTA CLARA COUNTY FIRE DISTRICT
AMENDING DIVISION A OF THE SOUTH SANTA CLARA COUNTY FIRE
DISTRICT ORDINANCE CODE BY ADOPTING BY REFERENCE DIVISION
B7 OF THE COUNTY OF SANTA CLARA ORDINANCE CODE
AS RECENTLY AMENDED

Summary

This ordinance adopts by reference Division B7 of the
County of Santa Clara Ordinance Code
(“County Fire Code”) as recently amended.

Recitals

WHEREAS, Health and Safety Code section 18938 provides that the California
Building Standards Commission ("Commission") shall adopt building standards applicable
to all occupancies in the State of California. The building standards consist of certain
model building codes published by specified code-writing bodies, as amended to address
California-specific issues. When adopted, these building standards constitute the California
Building Standards Code;

WHEREAS, Health and Safety Code section 13869 provides that a local fire protection
district may adopt a fire prevention code by reference;

WHEREAS, the California Building Standards Code is typically revised on a
triennial basis. The Commission adopted the 2019 triennial edition of the California
Building Standards Code, Title 24, California Code of Regulations. The new building
standards become effective in all cities and counties throughout the state on January 1,
2020 unless the standards are modified by local jurisdictions;

WHEREAS, pursuant to Health and Safety Code sections 17958.7 and 18941.5,
counties and cities may modify the State building standards where reasonably necessary
because of local climatic, geological or topographical conditions;

WHEREAS, the Board of Directors for the South Santa Clara County Fire District
(“Directors”) finds that each of the amendments to the California Fire Standards Code adopted
by the County of Santa Clara continue to be reasonably necessary to address local climatic,
geological and topographical conditions within District boundaries. The findings are set forth
in Exhibit A to County Ordinance No. NS-1100.131 and are incorporated herein by this
reference; and

1 of 28

Ordinance No. SoCCCFD-2020-001
Adopting by Reference the County Fire Code as the District Fire Code
WHEREAS, the Directors desire to adopt Division B7 of the County of Santa Clara Ordinance Code, as amended, as the District Fire Code, as set forth in this ordinance.

THE BOARD OF DIRECTORS OF THE SOUTH SANTA CLARA COUNTY FIRE DISTRICT ORDAINS AS FOLLOWS:

SECTION 1. Section A-1 of Division A of the Ordinance Code of the South Santa Clara County Fire District is hereby repealed and reenacted to read as follows:


The South Santa Clara County Fire District ("District") adopts by reference the County of Santa Clara Fire Code, set forth in Division B7 of the County of Santa Clara Ordinance Code, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion. Division B7 of the County of Santa Clara Ordinance Code incorporated by reference the 2019 triennial edition of the California Building Standards Code, Title 24, California Code of Regulations, except such portions as were deleted, modified or amended by Division B7.

This adopted code along with minor amendments to the adopted code included in this ordinance, shall be known as the District Fire Code. Commencing with the effective date of this ordinance, the provisions of the District Fire Code are controlling and enforceable only within the limits of the South Santa Clara County Fire District.

SECTION 2. Section A-5 of Division A of the Ordinance Code of the South Santa Clara County Fire District is hereby repealed and reenacted to read as follows:


The County Fire Code, as adopted by reference by the District pursuant to Section 1 of this Ordinance is adopted to read as follows:

Division B7

FIRE PROTECTION

CHAPTER I. INCORPORATION BY REFERENCE


The County Fire Code is the 2018 International Fire Code ("IFC"), including Appendices B, C, and O thereto, as published by the International Code Council, as amended by the California Building Standards Commission in the 2019 California Fire Code ("CFC"), and as further modified by the additions, deletions, and amendments set 2 of 28
forth in this Division.

CHAPTER II. ADDITIONS, DELETIONS AND AMENDMENTS TO INTERNATIONAL FIRE CODE AND CALIFORNIA FIRE CODE

Sec. B7-2. Additions, deletions, and amendments.

The County Fire Code modifies the IFC and CFC with the additions, deletions, and amendments set forth in this chapter.

Sec. B7-3. IFC Appendices adopted.

Appendix Chapter B (Fire-flow requirements for buildings), Appendix Chapter C (Fire Hydrant Location and Distribution), and Appendix Chapter O (TemporaryHaunted Houses, Ghost Walks and Similar Amusement Uses) of the IFC are adopted in their entirety.

Sec. B7-4. Chapter 1 Division II adopted and amended.

Chapter 1 Division II of the CFC is adopted with the following amendments:

(a) Section 101.1 (Title) is amended to read as follows:

101.1. Title. These regulations shall be known as the County Fire Code and referred to herein as “this code.”

(b) Section 103 (Department of Fire Prevention) is deleted in its entirety.

(c) Section 104.6 (Official records) is deleted in its entirety.

(d) Section 105.6.16.1 (Mobile fueling of hydrogen-fueled vehicles) is deleted in its entirety.

(e) Section 105.6.30 (Mobile food preparation vehicles) is deleted in its entirety.

(f) A new section, Section 105.6.52 (Lithium Batteries), is added to read as follows: 105.6.52. Lithium Batteries. An operational permit is required to collect or store more than 1,000 pounds (454 kg) of lithium batteries.

(g) A new section, Section 107.5 (Final inspection), is added to read as follows: 107.5. Final inspection. No final inspection as to all or any portion of a building, structure, or development shall be deemed completed until the installation of the

Ordinance No. SoCCCFD-2020-001
Adopting by Reference the County Fire Code as the District Fire Code
required fire protection facilities and access ways have been completed and approved. No final certificate of occupancy may be granted until the fire code official issues notice of final clearance of such fire protection facilities and access ways to the Building Inspection Office.

(h) Section 109.1 (Board of Appeals) is deleted in its entirety and replaced with the following:

109.1. Appeals. Any decision of the Fire Marshal with respect to the suitability of alternative materials, methods, and types of construction, or any interpretation or decision related to an order, rule or regulation adopted by the County Fire Marshal that has been denied, may be appealed to the County Code Enforcement Appeals Board in accordance with Division Cl, Chapter 1, Article 3 of the County Ordinance Code.

(i) Section 110.4 (Violation penalties) is amended to read as follows:

110.4. Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction plans or other documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $1,000 dollars or by imprisonment not exceeding one year, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(j) Section 112.4 (Failure to comply) is amended to read as follows:

112.4. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor, punishable by a fine of not more than $1,000 dollars or by imprisonment not exceeding one year, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Sec. B7-5. Chapter 2 amendments.

Chapter 2 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 202 (General Definitions) is amended to add the following definitions:
3D PRINTER. A machine used in the additive manufacturing process for fabricating objects through the deposition of a material using a print head, nozzle, or another printer technology.

ADDITIVE MANUFACTURING. A process of joining materials to make objects from 3D model data, usually layer upon layer, sometimes referred to as 3D printing. The Code recognizes two types of additive manufacturing:

1. **Industrial additive manufacturing.** 3D printing operations that typically utilize combustible powders or metals, an inert gas supply, a combustible dust collection system, or that create a hazardous (classified) location area or zone outside of the equipment.

2. **Non-industrial additive manufacturing.** 3D printing operations that do not create a hazardous (classified) location area outside of the equipment and do not utilize an inert gas supply or a combustible dust collection system.

CORROSIVE LIQUID. Corrosive liquid is:

1. Any liquid which, when in contact with living tissue, will cause destruction or irreversible alteration of such tissue by chemical action;

2. Any liquid having a pH of 2 or less or 12.5 or more;

3. Any liquid classified as corrosive by the U.S. Department of Transportation; and

4. Any material exhibiting the characteristics of corrosivity in accordance with California Code of Regulations Title 22, section 66261.22.

MINIMUM THRESHOLD QUANTITY. The aggregate of highly toxic, toxic, or moderately toxic gases in a control area which, due to the minimum aggregate quantities, need only comply with the requirements set forth in Section 6004.1.

MODERATELY TOXIC GAS. A chemical or substance that has a median lethal concentration (LC50) in air more than 2,000 parts per million but not more than 5,000 parts per million by volume of gas or vapor, when administered by continuous inhalation for an hour, or less if death occurs within one hour, to albino rats weighing between 200 and 300 grams each.
OTHER HEALTH HAZARD MATERIAL. A hazardous material which affects target organs of the body, including but not limited to, those materials which produce liver damage, kidney damage, damage to the nervous system, act on the blood to decrease hemoglobin function, deprive the body tissue of oxygen or affect reproductive capabilities, including mutations (chromosomal damage) or teratogens (effect on fetuses).

SECONDARY CONTAINMENT. Secondary containment is that level of containment that is external to and separate from primary containment and is capable of safely and securely containing the material, without discharge, for a period of time reasonably to ensure detection and remedy of the primary containment failure.

SPILL CONTROL. That level of containment that is external to and separate from the primary containment and is capable of safely and securely containing the contents of the largest container and prevents the materials from spreading to other parts of the room.

URBAN SERVICE AREA. Urban service area has the same definition as provided in California Government Code section 56080.

(b) Section 202 (General Definitions) is amended to modify the following definition:

WORKSTATION. A defined space or an independent principal piece of equipment using hazardous materials with a hazard rating of 3 or 4 in accordance with NFPA 704 where a specific function, laboratory procedure or research activity occurs. Approved or listed hazardous materials storage cabinets, flammable liquid storage cabinets or gas cabinets serving a workstation are included as part of the workstation. A workstation is allowed to contain ventilation equipment, fire protection devices, detection devices, electrical devices and other processing and scientific equipment.

Sec. B7-6. Chapter 3 amendments.

Chapter 3 of the IFC as amended by the CFC is adopted with the following amendments:

(a) A new section, Section 315.8 (Lithium battery storage and handling), is added to read as follows:

315.8. Lithium battery storage and handling. The storage and handling of lithium ion and lithium metal batteries or cells in quantities exceeding 1,000 pounds (4,086 kg) shall comply with Section 315.8.1 through 315.8.10 and Chapter 32 where applicable.

(b) A new Section, Section 315.8.1 (Permits), is added to read as follows:
315.8.1. **Permits.** Permits shall be required as set forth in Section 105.6.52.

(c) A new section, Section 315.8.2 (Maximum quantity in a fire area), is added to read as follows:

**315.8.2. Maximum quantity in a fire area.** In other than Group H, Division 2 Occupancies, the aggregate amount of lithium batteries stored and handled in a single fire area shall not exceed 9,000 pounds (4,086 kg).

(d) A new section, Section 315.8.3 (Construction requirements), is added to read as follows:

**315.8.3. Construction requirements.** Fire areas shall be separated from each other by fire barriers having not less than 2-hour fire resistance rating constructed in accordance with Section 707 of the Building Code and horizontal assemblies constructed in accordance with Section 711 of the Building Code.

(e) A new section, Section 315.8.4 (Number of fire areas), is added to read as follows:

**315.8.4. Number of fire areas.** The maximum number of fire areas within a building shall be four.

(f) A new section, Section 315.8.5 (Group H, Division 2 occupancy), is added to read as follows:

**315.8.5. Group H, Division 2 occupancy.** Storage and handling of more than 9,000 pounds of lithium batteries per fire area shall be in an approved Group H, Division 2 occupancy constructed in accordance with the Building Code and provided throughout with approved automatic smoke detection and radiant-energy detection systems.

(g) A new section, Section 315.8.6 (Automatic sprinkler system), is added to read as follows:

**315.8.6. Automatic sprinkler system.** Buildings containing fire areas used for lithium battery storage or handling shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The design of the sprinkler system within each fire area shall not be less than that required for Extra Hazard Group 2 with a minimum design area of 2,500 square feet. Where the storage arrangement is required by other provisions of this code to be provided with a higher level of sprinkler system protection, the higher level of sprinkler system protection shall be provided.
(h) A new section, Section 315.8.7 (Automatic smoke detection system), is added to read as follows:

315.8.7. **Automatic smoke detection system.** An approved automatic smoke detection system that activates an approved occupant notification system shall be provided throughout each fire area in accordance with Section 907.

(i) A new section, Section 315.8.8 (Radiant energy detection), is added to read as follows:

315.8.8. **Radiant energy detection.** An approved radiant-energy detection system that activates an approved occupant notification system shall be installed throughout each fire area in accordance with Section 907.

(j) A new section, Section 315.8.9 (Collection containers), is added to read as follows:

315.8.9. **Collection containers.** Containers used to collect or store lithium batteries shall be noncombustible and shall not have an individual capacity exceeding 30 gallons (113.6 L), or be approved for transportation in accordance with the United States Department of Transportation (DOT).

(k) A new section, Section 315.8.10 (Storage configuration), is added to read as follows:

315.8.10. **Storage configuration.** Lithium batteries shall be considered a high hazard commodity in accordance with Chapter 32. Where applicable, lithium battery storage shall comply with Chapter 32 in addition to Section 315.8.

(l) A new section, Section 316.7 (Roof guardrails at interior courts), is added to read as follows:

316.7. **Roof guardrails at interior courts.** Roof openings into interior courts that are bounded on all sides by building walls shall be protected with guardrails. The top of the guardrail shall not be less than 42 inches in height above the adjacent roof surface that can be walked on. Intermediate rails shall be designed and spaced such that a 12-inch diameter sphere cannot pass through.

**Exception:** Where the roof opening is greater than 600 square feet in area.

(m) A new section, Section 321 (Additive Manufacturing), is added to read as follows:
321. Additive Manufacturing

(n) A new section, Section 321.1 (General), is added to read as follows:

321.1. General. Additive manufacturing equipment and operations shall comply with Section 321.

(o) A new section, Section 321.1.1 (Scope), is added to read as follows:

321.1.1. Scope. Additive manufacturing shall comply with one of the following:
1. Non-industrial additive manufacturing shall comply with Section 321.2.
2. Industrial additive manufacturing shall comply with Section 321.3.

(p) A new section, Section 321.1.2 (Installation, operation and maintenance), is added to read as follows:

321.1.2. Installation, operation and maintenance. 3D printers and associated additive manufacturing equipment shall be installed, operated and maintained in accordance with this code, the listing, and the manufacturer’s instructions.

(q) A new section, Section 321.1.3 (Production materials), is added to read as follows:

321.1.3. Production materials. Only the production materials listed for use with the equipment and included in the manufacturer’s instructions shall be used with that equipment.

(r) A new section, Section 321.2 (Non-industrial additive manufacturing), is added to read as follows:

321.2. Non-industrial additive manufacturing. Non-industrial additive manufacturing equipment and operations shall comply with Section 321.2.1 through 321.2.4. Additive manufacturing equipment and operations that do not comply with Section 321.2 shall comply with Section 321.3.

(s) A new section, Section 321.2.1 (Listing), is added to read as follows:

321.2.1. Listing. 3D printers used in non-industrial additive manufacturing shall be listed and labeled in accordance with UL 60950-1, UL 62368-1, or UL 2011. The listing shall also verify:
1. The 3D printers are self-contained and utilize maximum 30-liter prepackaged
production materials.
2. The operation of the 3D printers shall not create a hazardous (classified) electrical area outside of the unit.
3. If any hazardous (classified) electrical area or zone exists inside of the unit’s outer enclosure, the area shall be protected by intrinsically safe electrical construction or other acceptable protection methods.
4. The 3D printers shall not utilize inert gas or an external combustible dust collection.

(t) A new section, Section 321.2.2 (Occupancies), is added to read as follows:

321.2.2. Occupancies. Non-industrial additive manufacturing shall be permitted in all occupancy groups.

(u) A new section, Section 321.3 (Industrial additive manufacturing), is added to read as follows:

321.3. Industrial additive manufacturing. Industrial additive manufacturing equipment and operations shall comply with Section 321.3.1 through 321.3.13.

(v) A new section, Section 321.3.1 (Permits required), is added to read as follows:

321.3.1. Permits required. Permits shall be obtained from the fire code official in accordance with Section 105.6 prior to engaging in industrial additive manufacturing operations.

(w) A new section, Section 321.3.2 (Listing), is added to read as follows:

321.3.2. Listing. 3D printers used in industrial additive manufacturing shall be listed and labeled in accordance with UL 2011 or approved for the application based on a field evaluation conducted by an approved agency.

(x) A new section, Section 321.3.3 (Combustible dusts and metals), is added to read as follows:

321.3.3. Combustible dusts and metals. Industrial additive manufacturing operations that store, use, or produce combustible dust, combustible particulate solids, or combustible metals shall comply with Chapter 22 and this Section.

(y) A new section, Section 321.3.4 (Powder evaluation), is added to read as follows:

321.3.4. Powder evaluation. Printing powders used in industrial additive
manufacturing operations shall be tested for combustibility in accordance with NFPA 484 or NFPA 652 as applicable. A copy of test reports shall be provided to the fire code official upon request.

(z) A new section, Section 321.3.5 (Combustible (non-metallic) dusts), is added to read as follows:

321.3.5. Combustible (non-metallic) dusts. Industrial additive manufacturing that uses operations that store, use, or produce combustible (non-metallic) dusts shall comply with NFPA 654.

(aa) A new section, Section 321.3.6 (Combustible metals), is added to read as follows:

321.3.6. Combustible metals. Industrial additive manufacturing operations that store or use combustible metals shall also comply with NFPA 484.

(bb) A new section, Section 321.3.7 (Ancillary equipment), is added to read as follows:

321.3.7. Ancillary equipment. Ancillary equipment provided for recycling, sieving, vacuuming, or handling combustible powders shall be designed and approved for such use.

(cc) A new section, Section 321.3.8 (Hazardous materials), is added to read as follows:

321.3.8. Hazardous materials. Industrial additive manufacturing operations that store or use hazardous materials exceeding the maximum allowable quantity limits shall comply with Chapter 50.

(dd) A new section, Section 321.3.9 (Inert gas), is added to read as follows:

321.3.9. Inert gas. Industrial additive manufacturing processes that utilize inert gases shall comply with Chapter 53. Ventilation or gas detection shall be provided in accordance with Section 5307.

(ee) A new section, Section 321.3.10 (Technical assistance), is added to read as follows:

321.3.10. Technical assistance. Where required by the fire code official, a report evaluating the acceptability of technologies, processes, products, facilities, materials and uses associated with the operation shall be provided in accordance...
with Section 104.7.2 and approved.

(ff) A new section, Section 321.3.11 (Performance based design alternative), is added to read as follows:

321.3.11. Performance based design alternative. Where approved by the fire code official, buildings and facilities where industrial additive manufacturing is performed shall be permitted to comply with the performance-based design options in Section 5001.3 as an alternative to compliance with the other requirements set forth in Section 321.3.

(gg) A new section, Section 321.3.12 (Occupancies), is added to read as follows:

321.3.12. Occupancies. Industrial additive manufacturing shall only be conducted in the occupancy groups associated with manufacturing operations. The occupancy may be required by the fire code official to comply with Chapter 50 maximum allowable quantity tables. Where approved, the requirements in Sections 321.2.5 and 321.3.6 shall be permitted to provide the technical basis for determining compliance with Table 5003.1.1(1), footnote q.

(hh) A new section, Section 321.3.13 (Safety certification), is added to read as follows:

321.3.13. Safety certification. The equipment, process, training procedures, and occupancy associated with industrial additive manufacturing may be required by the fire code official to receive a safety certification from Underwriter’s Laboratory or equivalent.

Sec. B7-7. Chapter 5 amendments.

Chapter 5 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 503.1 (Where required) is amended to read as follows:

503.1. Where required. Fire apparatus roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and as per County Fire Marshal written standards.

(b) Section 503.1.1 (Building and facilities) is amended to read as follows:

503.1.1. Buildings and facilities. Approved fire apparatus access roads shall be provided for every facility, building, or portion of a building hereafter constructed.
or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements for this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exceptions:

1. The Fire Code Official is authorized to increase the dimension of 150 feet (45 720 mm) where any of the following conditions occur:
   1.1 In other than R-3 or U occupancies, when the building is equipped throughout with an approved automatic sprinkler system, installed in accordance with Sections 903.3.1.1, the dimension may be increased to a maximum of 300 feet when approved by the fire code official.
   1.2 When there are not more than two Group R-3 or accessory Group U occupancies, the dimension may be increased to a maximum of 200 feet.
   1.3 When apparatus roads cannot be installed because of topography, waterways, nonnegotiable grades or other similar conditions, an approved alternative means of fire protection shall be provided.

(c) Section 503.2.1 (Dimensions) is amended to read as follows:

503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm), exclusive of shoulders, or as required by Fire Marshal access road standards, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of 13 feet 6 inches (4,115 mm).

Exceptions:

1. Where roads serve residential lots subject to single-site development, a minimum width of 18 ft. (5,486 mm) exclusive of shoulders is allowed. This exception does not apply to occupancies regulated by California Code of Regulations Title 19 as defined in Section 1.1.3.2(14) of this code.
2. Where there are not more than two residential parcels (single-site development), the access road width may be modified by the fire code official.

(e) Section 503.2.2 (Authority) is deleted in its entirety.

(f) A new section, Section 504.5 (Access control devices), is added to read as follows:

504.5. Access control devices. When access control devices including bars, grates,
gates, electric or magnetic locks or similar devices, which would inhibit rapid fire department emergency access to or within the building are installed, such devices shall be approved by the fire code official. All electrically powered access control devices shall be provided with an approved means for deactivation or unlocking from a single location or otherwise approved by the fire code official. Access control devices shall also comply with Chapter 10 Means of Egress.

(g) Section 510.1 (Emergency responder radio coverage in new buildings) is deleted and replaced with the following:

510.1. Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within all buildings meeting any one of the following conditions:

1. There are more than 3 stories above grade plane (as defined by the Building Code Section 202);
2. The total building area is 30,000 square feet or more;
3. The total basement area is 5,000 square feet or more; or
4. Where required by the fire code official and radio coverage signal strength levels are not consistent with the minimum levels set forth in Section 510.4.1.

Exceptions:

1. If approved by the fire code official, a wired communication system in accordance with Section 907.2.12.2 shall be permitted to be installed or maintained in lieu of an approved radio coverage system.
2. If it is determined by the fire code official that the radio coverage system is not needed.
3. In facilities where emergency responder radio coverage is required and such systems, components, or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
4. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the Silicon Valley Regional Interoperability Authority (SVRIA) P25 Phase 2 700 MHz Digital Trunked Radio System within the building in accordance with Section 510.4.1 without the use of an indoor radio coverage system.

The radio coverage system shall be installed and maintained in accordance with Sections 510.4 through 510.6.4 of this code and with the applicable provisions of NFPA 1221, Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems.
The coverage shall be based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems.

(h) A new section, Section 510.1.1 (Obstruction by new buildings), is added to read as follows:

510.1.1. Obstruction by new buildings. No obstruction of the public safety system backhaul shall be allowed without an approved mitigating plan.

(i) Section 510.2 (Emergency responder radio coverage in existing buildings) is deleted in its entirety.

(j) Section 510.3 (Permit required) is amended to read as follows:

510.3. Permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit. A frequency change made to an existing system is considered to be new construction and requires a construction permit.

(k) Section 510.4 (Technical requirements) is amended to read as follows:

510.4. Technical requirements. Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with the current Emergency Responders Radio Coverage Systems Standard Details & Specification enforced by the Santa Clara County Fire Department.

(l) Section 510.4.1.1 (Minimum signal strength into the building) is amended to read as follows:

510.4.1.1. Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 for analog communications and DAQ of 3.4 for digital communications systems or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology.

(m) Section 510.4.1.2 (Minimum signal strength out of the building) is amended to read as follows:
510.4.1.2. Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a Delivered Audio Quality of 3.0 for analog communications and DAQ of 3.4 for digital communications systems or an equivalent Signal-to-Interference-Plus-Noise Ratio applicable to the technology.

(n) Section 510.5 (Installation requirement) is amended to read as follows:

510.5. Installation requirement. The installation of the emergency responder radio coverage system shall be in accordance with NFPA 1221 and the current Emergency Responder Radio Coverage Systems Standard Details & Specification enforced by the Santa Clara County Fire Department.

(o) Section 510.5.1 (Approval prior to installation) is amended to read as follows:

510.5.1. Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the fire code official and the agency FCC license holder or systems administrator.

(p) The First Paragraph of Section 510.5.3 (Acceptance test procedure) is amended to read as follows:

Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on each floor of the building is not less than 95 percent. Final system acceptance will require Emergency Responder Radio Communication System (ERRCS) power level and DAQ testing with agency FCC license holder, systems administrators, or designee. The test procedure shall be conducted as follows:


Chapter 6 of the IFC as amended by the CFC is adopted with the following amendments:

(a) A new section, Section 604.12 (Immersion heaters), is added to read as follows:

604.12. Immersion heaters. All electrical immersion heaters used in dip tanks, sinks, vats, and similar operations shall be provided with approved overtemperature controls and low liquid level electrical disconnects. Manual reset of required protection devices shall be provided.
Sec. B7-9. Chapter 8 amendments.

Chapter 8 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 806.1.1 (Restricted occupancies) is amended to read as follows:

806.1.1. Restricted occupancies. The display of natural cut trees and other decorative vegetation in new and existing buildings shall be in accordance with the California Code of Regulations, Title 19, Section 3.08 and Sections 806.1 through 806.5.

Exceptions:

1. Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Groups A, E, M, R-1 and R-2.
2. Trees shall be allowed within dwelling units in Group R-2 occupancies.

Sec. B7-10. Chapter 9 amendments.

Chapter 9 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 901.6.3 (Records) is amended to read as follows:

901.6.3. Records. Records of all system inspections, tests and maintenance required by the referenced standard shall be maintained on the premises for a minimum of five years. Inspections and tests performed on fire alarm systems shall be documented on NFPA 72 forms.

(b) Section 903.2 (Where required) is amended to read as follows:

903.2. Where required. Approved automatic sprinkler systems in new and existing buildings and structures shall be provided in the locations described in this Section or in Sections 903.2.1 through 903.2.18, whichever is the more restrictive. For the purposes of this section, firewalls used to separate building areas shall be constructed in accordance with the California Building Code and shall not be utilized as a means of area reduction for the purposes of circumventing automatic fire sprinkler system installation requirements.

1. An approved automatic sprinkler system shall be provided throughout all new buildings and structures unless the building or structure meets an exception below. The exceptions do not apply when the driveway or access road providing fire department access to the building or structure is in excess of 15% slope.

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Exceptions:

A. Buildings and structures that are not located in the Wildland Urban Interface and that do not exceed 1,000 square feet of building area.

B. Buildings and structures that are located in the Wildland Urban Interface and that do not exceed 500 square feet of building area.

C. Group S-2 or U occupancies that are not located in the Wildland Urban Interface, are used as support for photovoltaic systems and/or for vehicle parking underneath, and meet all of the following conditions:

   (1) Noncombustible construction.
   (2) Maximum building area does not exceed 5,000 square feet of floor area.
   (3) Structure is open on 3 or more sides.
   (4) Minimum of 10 feet separation from existing buildings unless area is separated by fire walls complying with CBC 706.

D. Private non-dwelling residential accessory structures not used for commercial purposes, that do not exceed 5,000 square feet in building area, and that do not present an unusually high fire risk.

E. Agricultural buildings as defined in Appendix Chapter C of the California Building Code that meet one of the following conditions:

   (1) The use of the building does not present an unusually high fire risk as determined by the fire code official and the building:
       
       (a) Does not exceed 5,000 square feet and/or 25 feet in height; and
       
       (b) Is detached and separate from other structures or property lines by a minimum of 50 feet.

   (2) The use of the building presents an unusually high fire risk as determined by the fire code official and the building:

       (a) Does not exceed 3,000 square feet and/or 25 feet in height; and

       (b) Is detached and separate from other structures or property lines by a minimum of 50 feet.

   (3) The building is an agricultural greenhouse or shade structure that:
(a) Is not structurally sufficient to support the weight of a fire sprinkler system;

(b) Is detached and separate from other structures or property lines by a minimum of 100 feet; and

(c) Is not used for storage purposes of any kind.

(4) The building is a noncombustible canopy structure that:

(a) Has dirt floors and no sides;
(b) Is used only for the purpose of providing shelter for horseback riding;
(c) Is not used in any way for combustible or noncombustible storage; and
(d) Is detached and separate from other structures or property lines by a minimum of 100 feet.

F. Group B and Group M Occupancies with 500 square feet or less of building area where they are detached and separate from other structures and provided with exterior wall and opening protection in accordance with the County Building Code.

2. An approved automatic sprinkler system shall be provided throughout existing buildings and structures when additions or modifications are made after which the total building area exceeds 3,600 square feet or that result in a change of use or occupancy to one requiring sprinklers per Sections 903.2.1 through 903.2.19.

Exception: One or more additions made to a building after January 1, 2011 the cumulative building area of which does exceed 1,000 square feet.

3. An approved automatic fire sprinkler system shall be installed in new manufactured homes (as defined in California Health and Safety Code Sections 18007 and 18009) and multifamily manufactured homes with two dwelling units (as defined in California Health and Safety Code Section 18008.7) in accordance with Title 25 of the California Code of Regulations.

4. An approved automatic sprinkler system shall be provided throughout all new basements regardless of size and throughout existing basements that are expanded by more than 50%.

5. An approved automatic sprinkler system shall be installed in any building with a building area greater than 3,600 square feet if there is a change in the occupancy or use of

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the building that, in the opinion of the fire code official or building official, would place
the building into a more hazardous division of the same occupancy group, or into a
different occupancy group and constitutes a greater threat to life safety or increased fire
risk.

(b) The exception in Section 903.2.18 (Group U private garages and carports
accessory to Group R-3 occupancies) is deleted.

(c) Section 909.20.1 (Schedule) is amended to read as follows:

909.20.1. Schedule. A routine maintenance and operational testing program shall
be initiated immediately after the smoke control system has passed the acceptance
tests. A written schedule for routine maintenance and operational testing shall be
established. Both routine maintenance and operational testing shall occur at least
annually.


Chapter 11 of the IFC as amended by the CFC is adopted with the following
Amendments:

(a) All International Fire Code sections not otherwise adopted by the California State
Fire Marshal’s Office as indicated within the matrix adoption table are deleted in their
entirety.

Sec. B7-12. Chapter 33 amendments.

Chapter 33 of the IFC as amended by the CFC is adopted with the following
amendments:

(a) A new section, Section 3304.9 (Firewalls), is added to read as follows:

3304.9. Firewalls. When firewalls are required in combustible construction, the wall
construction shall be completed (with all openings protected) immediately after the
building is sufficiently weather protected at the location of the walls.

(b) Section 3311.1 (Stairways required) is deleted and replaced with the following:

3311.1. Stairways required. Each level above the first story in multi-story
buildings that require two exit stairways shall be provided with at least two usable
exit stairways after the floor decking is installed. Exit stairs in new and in existing,
occupied buildings shall be lighted and maintained clear of debris and construction
materials at all times.

*Exception:* For new multi-story buildings, one of the required exit stairs may be obstructed on not more than two contiguous floor levels for the purposes of stairway construction (i.e., installation of gypsum board, painting, flooring, etc.).

(c) A new section, Section 3311.1.1 (Required means of egress), is added to read as follows:

*Section 3311.1.1. Required means of egress.* All buildings under construction shall have at least one unobstructed means of egress. All means of egress shall be identified in the pre-fire plan (see Section 3308.3).

**Sec. B7-13. Chapter 49 amendments.**

Chapter 49 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 4902 (Definitions), definition of Wildland-Urban Interface Fire Area, is deleted and replaced with the following:

**WILDLAND-URBAN INTERFACE FIRE AREA.** The Wildland-Urban Interface Fire Area shall be defined as all unincorporated areas within the County of Santa Clara as set forth and delineated on the map entitled "Wildland Urban Interface Fire Area" adopted by resolution of the Board of Supervisors, which map and all notations, references, data, and other information shown thereon is hereby adopted and made a part of this chapter. The map shall be on file in the Office of the Fire Marshal.

(b) Section 4906.2 (Application) is amended to read as follows:

*4906.2. Application.* Buildings and structures located in the following areas shall maintain the required hazardous vegetation and fuel management:

1. All unincorporated lands designated by the State Board of Forestry and Fire Protection as State Responsibility Areas (SRA) including:
   1.1 Moderate Fire Hazard Severity Zones
   1.2 High Fire Hazard Severity Zones
   1.3 Very-High Fire Hazard Severity Zones
2. Land designated as a Very-High Fire Hazard Severity Zone or as a Wildland Urban Interface Fire Area by the County.
(c) Section 4907.1 (General) is amended to read as follows:

4907.1. General. Defensible space will be maintained around all buildings and structures in State Responsibility Areas (SRA) as required in Public Resources Code 4290 and “SRA Fire Safe Regulations” California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Section 1270. Buildings and structures within the Very-High Fire Hazard Severity Zones of a Local Responsibility Area (LRA) shall maintain defensible space as outlined in Government Code 51175 - 51189 and as specified below: Persons owning, leasing, controlling, operating, or maintaining buildings or structures in the locally adopted Wildland-Urban Interface Fire Area but that are not within the Very-High Fire Severity Zone and persons owning, leasing or controlling land adjacent to such buildings or structures, shall at all times:

1. Maintain an effective defensible space by removing and clearing away flammable vegetation and combustible growth from areas within 30 feet (9,144 mm) of such buildings or structures.

   Exception: Single specimens of trees, ornamental shrubbery or similar plants used as ground covers, provided that they do not form a means of rapidly transmitting fire from the native growth to any structure.

2. Maintain additional effective defensible space by removing brush, flammable vegetation, and combustible growth within 30 feet to 100 feet (9,144 mm to 30,480 mm) of such buildings and structures when required by the fire code official due to steepness of terrain or other conditions that would cause a defensible space of only 30 feet (9,144 mm) to be insufficient.

   Exception: Grass and other vegetation located more than 30 feet (9,144 mm) from buildings or structures and less than 18 inches (457 mm) in height above the ground need not be removed where necessary to stabilize the soil and prevent erosion.

3. Remove portions of trees which extend within 10 feet (3,048 mm) of the outlet of a chimney.

4. Maintain trees adjacent to or overhanging a building free of deadwood.

5. Maintain the roof of all structures free of leaves, needles, or other dead vegetative growth.
6. Maintain an effective defensible space as set forth in Item 1 around water tank structures, water supply pumps, and pump houses.

7. Remove flammable vegetation a minimum of 10 feet (3,048 mm) around liquefied petroleum gas tanks/containers.

8. Not maintain or store firewood and combustible materials in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies, or other projections or overhangs. The storage of firewood and combustible material shall be located a minimum of 30 feet (9,144 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4,572 mm).

**Exception:** Firewood and combustible materials not for consumption on the premises shall be stored as approved by the fire code official.

9. Clear areas within 10 feet (3,048 mm) of fire apparatus access roads and driveways of non-fire-resistive vegetation growth.

**Exception:** Single specimens of trees, ornamental vegetative fuels, or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, provided they do not form a means of readily transmitting fire.

(d) A new section, Section 4907.2 (Correction Actions), is added to read as follows:

4907.2. Corrective actions. If the owner of any property upon which conditions regulated by Section 4907.1 exist fails to correct those conditions following notice of the conditions and an opportunity to cure, the County Executive or their designee is authorized to cause the corrections to be performed and to make the expense of such correction a lien upon the property where such conditions exists.

(e) A new section, Section 4908 (Fire Protection Plan), is added to read as follows:

4908. Fire Protection Plan

4908.1. General. When required by the fire code official, a fire protection plan shall be prepared.

4908.2. Content. The fire protection plan shall be based upon a site-specific wildfire risk assessment that includes considerations of location, topography, aspect, flammable vegetation, climatic conditions, and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space, and vegetation management.
4908.3. **Cost.** The cost of fire protection plan preparation and review shall be the responsibility of the applicant.

4908.4. **Plan retention.** The fire protection plan shall be retained by the fire code official.

(f) A new section, Section 4909 (Water Supply), is added to read as follows:

4909. **Water Supply**

4909.1. **General.** Buildings and structures, or portions thereof, hereafter constructed or relocated into or within the Wildland-Urban Interface Fire Area shall be provided with fire protection water supplies in accordance with Chapter 5 and Section 4909.2.

*Exception:* Buildings containing only private garages, carports, sheds, and agricultural buildings with a building area of not more than 500 square feet (56 square meters).

4909.2. **Standby power.** Standby power shall be provided to pumps, controllers, and related electrical equipment so that stationary water supply facilities within the Wildland-Urban Interface Area that are dependent on electrical power can provide the required water supply. The standby power system shall be in accordance with the Electrical Code. The standby power source shall be capable of providing power for a minimum of two hours.

*Exceptions:*

1. When approved by the code official, a standby power supply is not required where the primary power service to the stationary water supply facility is underground.

2. A standby power supply is not required where the stationary water supply facility serves no more than one single-family dwelling.

(g) A new section, Section 4910 (Fireworks), is added to read as follows:

4910. **Fireworks**

4910.1. **Fireworks.** Fireworks shall not be used or possessed in the Wildland-Urban Interface Fire Area.

**Sec. B7-14. Chapter 50 amendments.**
Chapter 50 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 5001.2.2.2 (Health Hazards) is amended to read as follows:

5001.2.2.2. Health hazards. The material categories listed in this section are classified as health hazards. A material with a primary classification as a health hazard can also pose a physical hazard.

1. Highly toxic and toxic materials.
2. Corrosive materials.
3. Moderately toxic gases.
4. Other health hazards.

(b) A new section, Section 5003.9.11 (Fire extinguishing systems for workstations dispensing, handling, or using hazardous materials), is added to read as follows:

5003.9.11. Fire extinguishing systems for workstations dispensing, handling, or using hazardous materials. Combustible and non-combustible workstations, which dispense, handle or use hazardous materials, shall be protected by an approved automatic fire extinguishing system in accordance with Section 2703.10.

Exception: Internal fire protection is not required for Biological Safety Cabinets that carry NSF/ANSI certification where quantities of flammable liquids in use or storage within the cabinet do not exceed 500 ml.

Sec. B7-15. Chapter 56 amendments.

Chapter 56 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 5601.1.3 (Fireworks) is amended to read as follows:

5601.1.3. Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks, including those fireworks classified as Safe and Sane by the California State Fire Marshal, are prohibited.

Exception: The use of fireworks for firework displays as allowed in Section 5608.

Sec. B7-16. Chapter 57 amendments.
Chapter 57 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 5704.2.7.5.8 (Overfill prevention) is amended to read as follows:

\[5704.2.7.5.8. \text{Overfill prevention.} \] An approved means or method in accordance with Section 5704.2.9.7.5 shall be provided to prevent the overfill of all Class I, II and IIIA liquid storage tanks. Storage tanks in refineries, bulk plants or terminals regulated by Sections 5706.4 or 5706.7 shall have overfill protection in accordance with API 2350.

An approved means or method in accordance with Section 5704.2.9.7.6 shall be provided to prevent the overfilling of Class IIIB liquid storage tanks connected to fuel-burning equipment inside buildings.

(b) A new section, Section 5704.2.7.5.9 (Automatic filling of tanks), is added to read as follows:

\[5704.2.7.5.9. \text{Automatic filling of tanks.} \] Systems that automatically fill flammable or combustible liquid tanks shall be equipped with overfill protection, approved by the fire code official, that sends an alarm signal to a constantly attended location and immediately stops the filling of the tank. The alarm signal and automatic shutoff shall be tested on an annual basis and records of such testing shall be maintained on-site for a period of five years.

(c) Section 5707.3.3 (Site Plan) is amended to read as follows:

\[5707.3.3. \text{Site plan.} \] A site plan shall be developed for each location at which mobile fueling occurs. The site plan shall be in sufficient detail to indicate: all buildings, structures, lot lines, property lines and appurtenances on site and their use and function; all uses adjacent to the lot lines of the site; fueling locations, the locations of all storm drain openings and adjacent waterways or wetlands; information regarding slope, natural drainage, curbing, impounding and how a spill will be kept on the site property; and the scale of the site plan.

Sec. B7-17. Chapter 58 amendments.

Chapter 58 of the IFC as amended by the CFC is adopted with the following amendments:

(a) Section 5806.2 (Limitations) is amended to read as follows:

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5806.2. Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in all locations of unincorporated Santa Clara County which are residential or congested commercial areas.

(b) Section 5809.3.4 (Site Plan) is amended to read as follows:

5809.3.4. Site plan. For other than emergency roadside service, a site plan shall be developed for each location at which mobile gaseous hydrogen fueling occurs. The site plan shall be in sufficient detail to indicate; all buildings, structures, lot lines, property lines and appurtenances on site and their use and function, and the scale of the site plan.

Sec. B7-18. Chapter 64 amendments.

Chapter 64 of the IFC as amended by the CFC is adopted with the following amendments:
(a) A new section, Section 6405.3.1 (Silane distribution systems automatic shutdown), is added to read as follows:

6405.3.1. Silane distribution systems automatic shutdown. Silane distribution systems shall automatically shut down at the source upon activation of the gas detection system at levels above the alarm level and/or failure of the ventilation system for the silane distribution system.

PASSED AND ADOPTED by the Board of Directors of the South Santa Clara County Fire District, State of California on ________________________ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

______________________________
CINDY CHAVEZ, President
Board of Directors
South Santa Clara County Fire District

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Directors

ATTEST:

______________________________
MEGAN DOYLE
Clerk of the Board of the Board of Directors

APPROVED AS TO FORM AND LEGALITY:

______________________________
CHRISTOPHER R. CHELEDEN
Lead Deputy County Counsel

Ordinance No. SoCCCFD-2020-001
Adopting by Reference the County Fire Code as the District Fire Code