

STAFF REPORT
PLANNING COMMISSION

FILE NO.: CP12-035

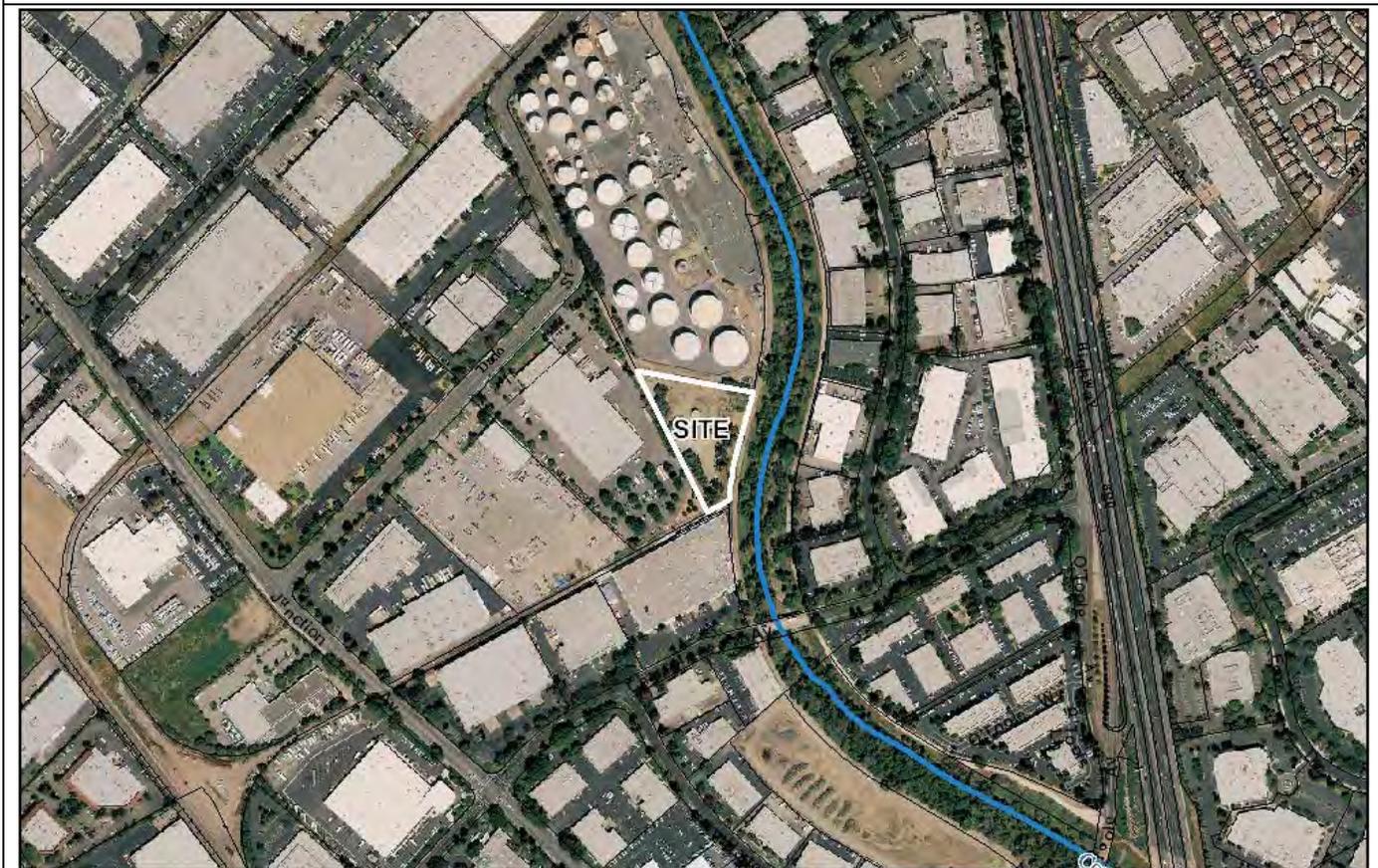
Submitted: 09/28/12

PROJECT DESCRIPTION: Conditional Use Permit to allow the replacement of an 83,500-gallon water tank with a 100,000-gallon water tank at an existing water utility facility on a 2.5 gross acre site

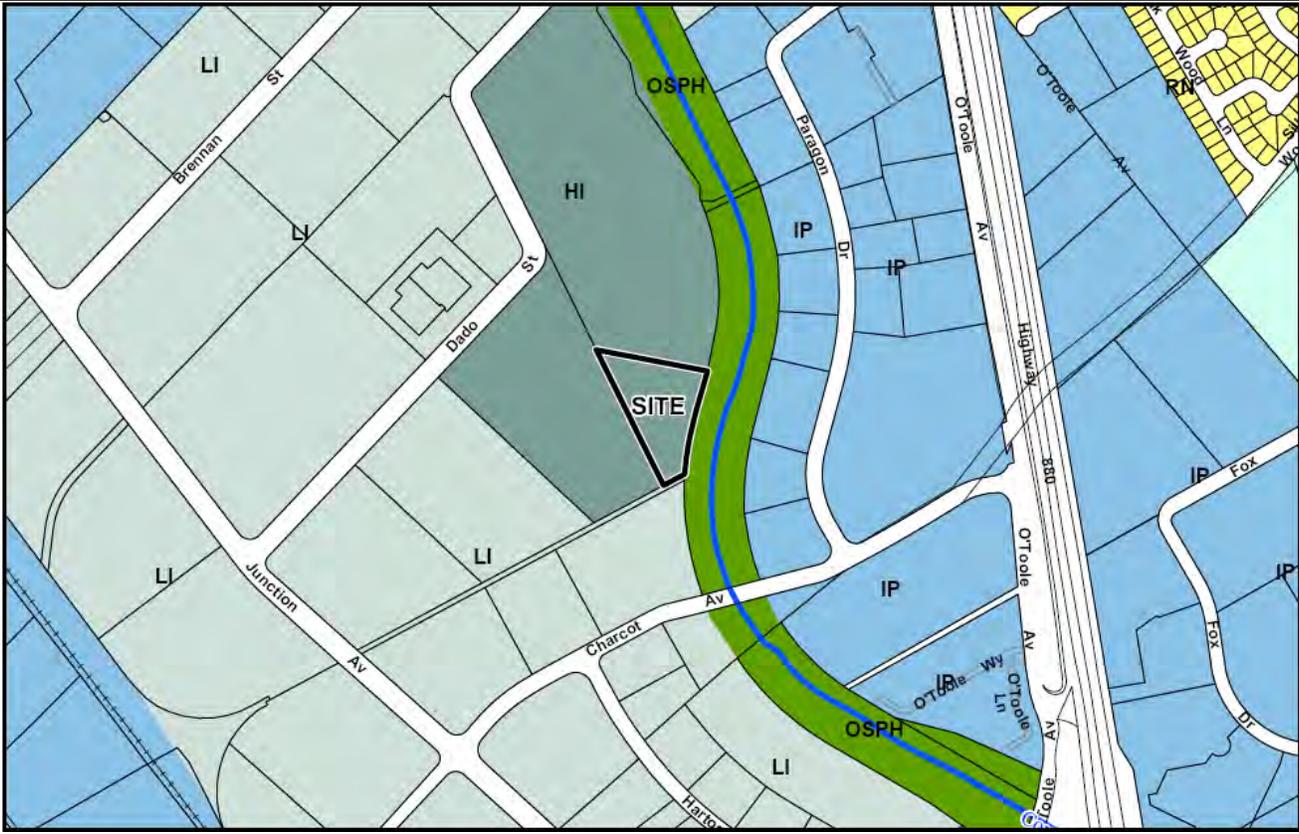
LOCATION: Approximately 900 feet southerly of the northeast corner of Dado Street and Krause Drive (700 Dado Street)

Existing Zoning	HI Heavy Industrial
General Plan	Heavy Industrial
Council District	4
Annexation Date	April 4, 1964
SNI	N/A
Historic Resource	N/A
Redevelopment Area	N/A
Specific Plan	N/A
CEQA	Exempt

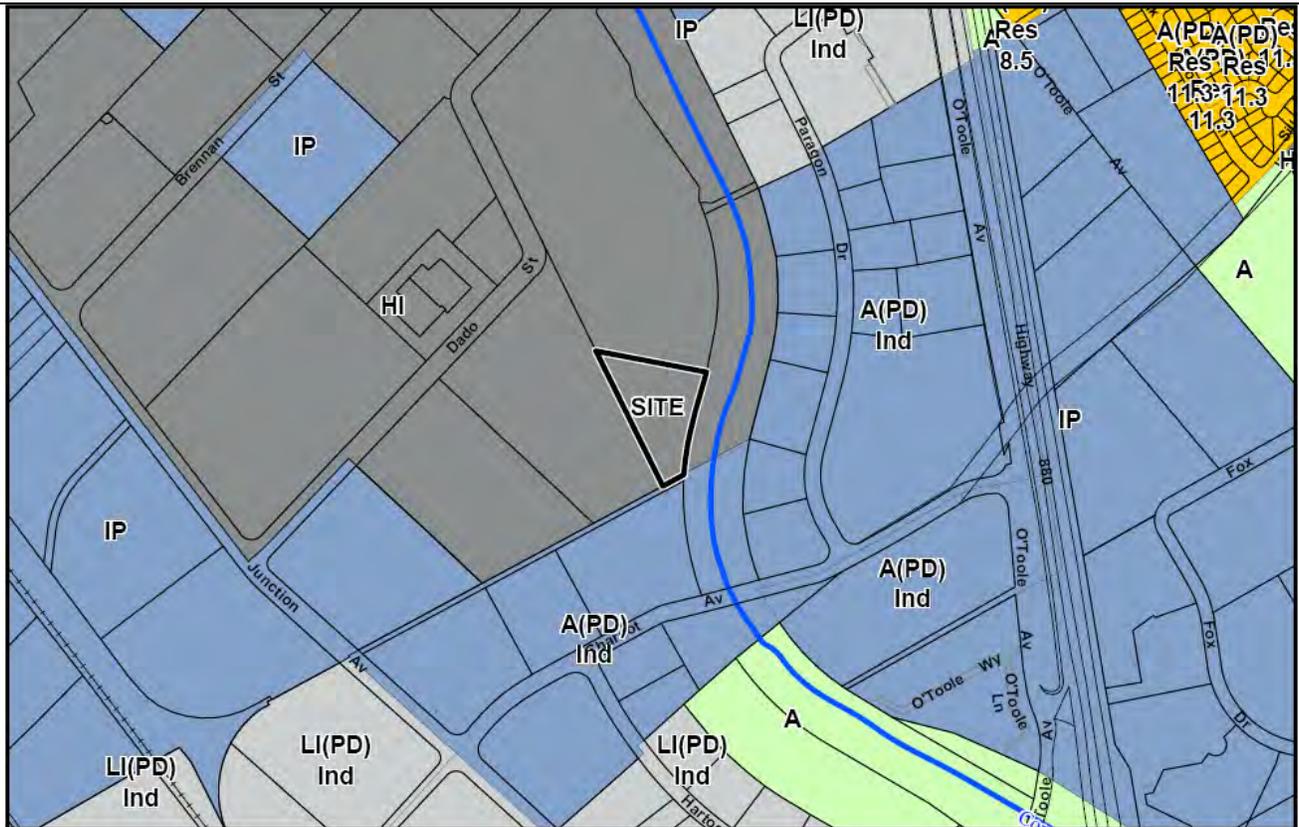
Aerial Map



GENERAL PLAN - ENVISION SAN JOSE 2040



ZONING



RECOMMENDATION

Planning staff recommends that the Planning Commission approve the proposed Conditional Use Permit for the following reasons:

1. The project conforms to the General Plan Land Use/Transportation Diagram designation of Heavy Industrial.
2. The proposed project conforms to the City Council's Riparian Corridor Policy.
3. The proposed project conforms to the requirements of the California Environmental Quality Act.

BACKGROUND

On September 28, 2012, the applicant, San Jose Water Company, filed a Conditional Use Permit (CUP) to allow the replacement of a water tank at an existing utility facility. No other site modifications are proposed other than that associated with replacing the water tank, such as a new tank foundation, fencing, and underground piping.

The site is located in the HI Heavy Industrial Zoning District. The HI Zoning District is intended for industrial uses with nuisance or hazardous characteristics. Extractive and primary processing industries are also typical of this zoning district. Per Zoning Ordinance Section 20.50.100, Utility Facilities are a Conditional use in the HI Heavy Industrial Zoning District. Therefore, a Conditional Use Permit is required for the proposed modification of the existing Utility facility to replace an existing water tank..

The San Jose Water Company began operating the utility facility, known as the Breeding Avenue station, at the site in 1967. The existing 83,500-gallon water tank was constructed in 1968. The proposed 100,000-gallon replacement tank will be placed in the same location as the existing and be used for the storage of potable water. The new tank is necessary for maintenance purposes and to meet current California Building Code requirements. The new tank measures 30'-9" in diameter and 22'-6" in height, whereas the existing tank is 29'-9" in diameter and 16'-2" in height.

Site and Surrounding Uses

The subject 2.5 gross acre site is located approximately 900 feet southerly of the northeast corner of Dado Street and Krause Drive (700 Dado Street). The water supplier facility is developed with one 83,500-gallon water tank, associated mechanical equipment shelter, sump, water wells, and paved access roads. The remainder of the site is unimproved with existing landscaping and trees. The facility is accessible from a gated driveway entrance on Dado Street (see photo below). The site is surrounded by a 7'-6" tall chain link fence.



Southeasterly view from Dado Street of gated vehicle access road leading to the subject site.

Surrounding properties to the north and west of the site are located in the HI Heavy Industrial Zoning District and properties to the south are located in the IP Industrial Park Zoning District. Coyote Creek is located to the east. The site is surrounded by a variety of industrial uses, including a jet fuel tank farm located immediately north.

ANALYSIS

The primary policies and regulations applicable to the review and analysis of the proposed of the Conditional Use Permit include: 1) conformance to the Envision San Jose 2040 General Plan; 2) conformance to the City Council's Riparian Corridor Policy; and 3) the California Environmental Quality Act (CEQA). The analysis of each of these issues is discussed below.

General Plan

The site is designated Heavy Industrial on the Envision San José 2040 General Plan Land Use/Transportation Diagram. The site is developed as a water utility facility. The proposed continuance of this use is consistent with the General Plan land use designation in that this category is intended for industrial users where heavy industrial users presently predominate. In addition, the project is consistent with Land Use Goal LU-6.5 in that it will maintain and facilitate industrial uses appropriate in a heavy industrial designated site greater than one acre in size.

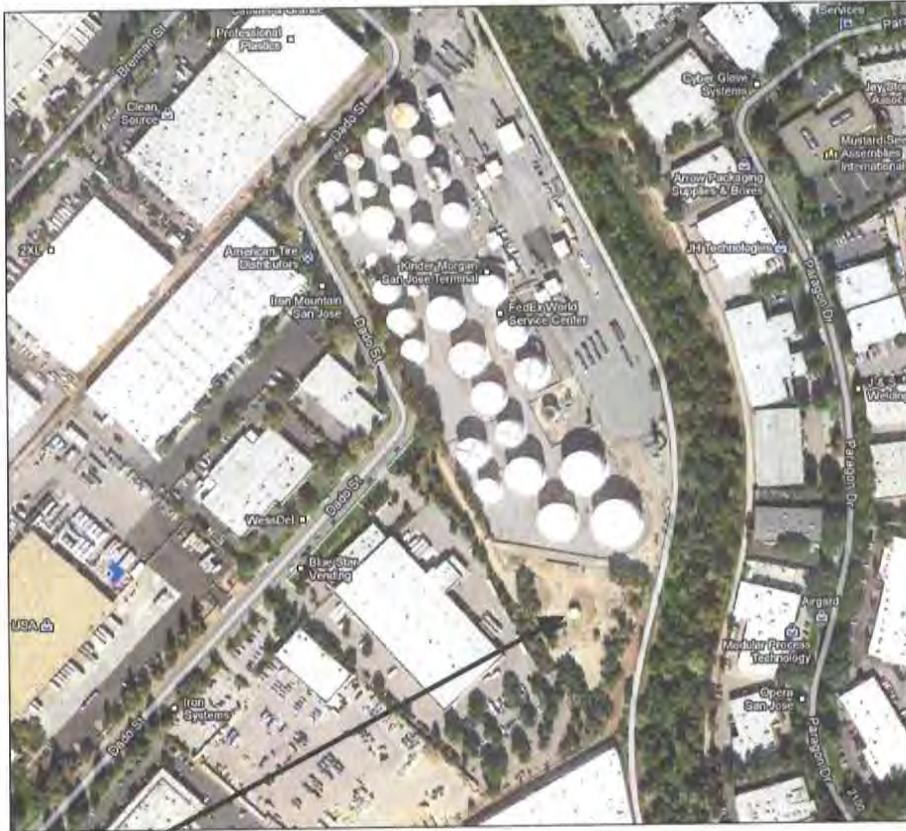
Riparian Corridor Policy

The site is located adjacent to the Coyote Creek with the proposed tank approximately 150 feet from the edge of the riparian corridor. The Riparian Corridor Policy calls for a setback of 100 feet from the outside edge of the riparian corridor. It also includes exceptions from the 100-foot riparian corridor setback for urban infill locations in which most properties are already developed. Therefore, the proposed 150 setback conforms to the Riparian Corridor Policy Guidelines.

Environmental Review (CEQA)

The project was found to be exempt from environmental review under Section 15302(c), which exempts the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The proposed tank is comparable in size and, given its location at the rear of the site, will not significantly alter the visual character of the site and its surroundings. Furthermore, the tank is located adjacent to an existing fuel jet fuel processing facility with over 30 tanks of comparable size. Therefore, there will be no significant visual impacts as a result of the proposed tank replacement

in that the new tank that measures 30'-9" in diameter and 22'-6" in height is similar in size to the existing tank measuring 29'-9" in diameter and 16'-2" in height.



Location of proposed 100,000-gallon water tank, adjacent to existing fuel processing facility

CONCLUSION

Based on the above analysis, staff concludes that the proposed water tank replacement conforms to the intent of the General Plan, the Riparian Corridor Policy, and the requirements of the California Environmental Quality Act. Therefore, staff recommends approval of the proposed Conditional Use Permit.

PUBLIC OUTREACH

A notice of this Planning Commission public hearing was mailed to the owners and tenants of all properties located within 500 feet of the project site and posted on the City website. This staff report is also posted on the City's Website. Staff has been available to respond to questions from the public.

Project Manager: Sylvia Do **Approved by:** *Sylvia Do* **Date:** 12/20/12

<p>Owner/Applicant: San Jose Water Company Attn: Thomas Gee and Frank Du 1265 S. Bascom Avenue San Jose, CA 95128</p>	<p>Attachments: - Draft Resolution - Plans</p>
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RESOLUTION NO. -

Resolution of the Planning Commission of the City of San Jose granting, subject to conditions, a Conditional Use Permit to use certain real property described herein for the purpose of allowing the replacement of an 83,500-gallon water tank with a 100,000-gallon water tank at an existing water utility facility on a 2.5 gross acre site located approximately 900 feet southerly of the northeast corner of Dado Street and Krause Drive (700 Dado Street).

FILE NO. CP12-035

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN JOSE:

WHEREAS, pursuant to the provisions of Chapter 20.100 of Title 20 of the San Jose Municipal Code, on September 28, 2012, an application (File No. CP12-035) was filed for a Conditional Use Permit for the purpose of allowing allowing the replacement of an 83,500-gallon water tank with a 100,000-gallon water tank at an existing water utility facility, on that certain real property (hereinafter referred to as "subject property"), situate in the HI Heavy Industrial Zoning District, located on the approximately 900 feet southerly of the northeast corner of Dado Street and Krause Drive (700 Dado Street), San Jose, and

WHEREAS, the subject property is all that real property described in Exhibit "A," which is attached hereto and made a part hereof by this reference as if fully set forth herein; and

WHEREAS, pursuant to and in accordance with Chapter 20.100 of Title 20 of the San Jose Municipal Code, this Planning Commission conducted a hearing on said application, notice of which was duly given; and

WHEREAS, at said hearing, this Planning Commission gave all persons full opportunity to be heard and to present evidence and testimony respecting said matter; and

WHEREAS, at said hearing this Planning Commission received and considered the reports and recommendation of the Director of Planning, Building and Code Enforcement; and

WHEREAS, at said hearing, this Planning Commission received in evidence a development plan for the subject property entitled, "Breeding Ave. Station Tank Replacement," dated August 9, 2011. Said plan is on file in the Department of Planning, Building and Code Enforcement and is available for inspection by anyone interested herein, and said development plan is incorporated herein by this reference, the same as if it were fully set forth herein; and

WHEREAS, said hearing was conducted in all respects as required by the San Jose Municipal Code and the rules of this Planning Commission;

NOW, THEREFORE:

After considering evidence presented at the Public Hearing, the Planning Commission finds that the following are the relevant facts regarding this proposed project:

The Planning Commission finds that the following are the relevant facts regarding this proposed project:

1. The project site is located approximately 900 feet southerly of the northeast corner of Dado Street and Krause Drive (700 Dado Street).
2. The Conditional Use Permit will allow the replacement of an 83,500-gallon water tank with a 100,000-gallon water tank at an existing water utility facility.
3. The site has a designation of Heavy Industrial on the adopted Envision San José 2040 General Plan Land Use/Transportation Diagram.
4. The project site is located in the HI Heavy Industrial Zoning District.
5. Under the provisions of Section 15302(c) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA), this project is exempt from the environmental review requirements of Title 21 of the San José Municipal Code, implementing the California Environmental Quality Act of 1970, as amended. The project will not have a significant adverse effect on the environment.
6. Surrounding land uses include heavy industrial uses to the north and west, industrial park uses to the south, and Coyote Creek to the east of the subject site.
7. The Zoning Ordinance requires a Conditional Use Permit for the modification of a utility facility in the Heavy Industrial Zoning District.
8. The project conforms to the City Council's Riparian Corridor Policy in that the proposed tank replacement is located over 100 feet from the Coyote Creek riparian corridor.
9. The project consists of the replacement of an 83,500-gallon water tank with a 100,000-gallon water tank. No other site modifications are proposed other than that associated with replacing the water tank, such as a new tank foundation, fencing, and underground piping.

This Planning Commission concludes and finds, based upon an analysis of the above facts that:

1. The proposed project is consistent with the adopted Envision San José 2040 General Plan Land Use/Transportation Diagram of the City of San José.
2. The proposed project complies with all applicable provisions of the Zoning Ordinance.
3. The proposed project is consistent with the City Council's Riparian Corridor Policy.
4. The proposed project is in compliance with the California Environmental Quality Act.

Finally, based upon the above-stated findings and subject to the conditions set forth below, the Planning Commission finds that:

1. The proposed use at the location requested will not:
 - a. Adversely affect the peace, health, safety, morals or welfare of persons residing or working in the surrounding area; or
 - b. Impair the utility or value of property of other persons located in the vicinity of the site; or
 - c. Be detrimental to public health, safety or general welfare; and
2. The proposed site is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and other development features prescribed in this title, or as is otherwise required in order to integrate said use with the uses in the surrounding areas; and
3. The proposed site is adequately served:
 - a. By highways or streets of sufficient width and improved as necessary to carry the kind and quality of traffic such use would generate; and
 - b. By other public or private service facilities as are required.

In accordance with the findings set forth above, a Conditional Use Permit to use the subject property for said purpose specified above and subject to each and all of the conditions hereinafter set forth are hereby granted. This Planning Commission expressly declares that it would not have granted this permit except upon and subject to each and all of said conditions, each and all of which conditions shall run with the land and be binding upon the owner and all subsequent owners of the subject property, and all persons who use the subject property for the use conditionally permitted hereby.

CONDITIONS

This Conditional Use Permit shall have no force or effect and the subject property shall not be used for the hereby permitted uses unless and until all things required by the below-enumerated precedent conditions shall have been performed or caused to be performed and this Resolution has been recorded with the County Recorder.

1. **Acceptance of Permit.** Per Section 20.100.290(B), should the applicant fail to file a timely and valid appeal of this Permit within the applicable appeal period, such inaction by the applicant shall be deemed to constitute all of the following on behalf of the applicant:
 - a. Acceptance of the Permit by the applicant; and
 - b. Agreement by the applicant to be bound by, to comply with, and to do all things required of or by the applicant pursuant to all of the terms, provisions, and conditions of this permit or other approval and the provisions of Title 20 applicable to such Permit.
2. **Permit Expiration.** This Conditional Use Permit shall automatically expire 24 months from and after the date of adoption of the Resolution by the Planning Commission, or by the City Council on appeal, granting this Permit, if within such 24-month period, the proposed use of this site has not commenced, pursuant to and in accordance with the provisions of this Conditional Use Permit. The date of adoption is the date the Resolution granting this Conditional Use Permit is approved by the Planning Commission. However, the Director of Planning may approve a Permit Adjustment to extend the validity of this Permit pursuant to Title 20 of the San Jose Municipal Code. The Permit Adjustment must be approved prior to the expiration of this Permit.
3. **Conformance with Municipal Code.** No part of this approval shall be construed to permit a violation of any part of the San José Municipal Code.
4. **Compliance with Local and State Laws.** The subject use shall be conducted in full compliance with all local and state laws. No part of this approval shall be construed to permit a violation of any part of the San José Municipal Code. The Permit shall be subject to revocation if the subject use is conducted in such a manner as to cause a nuisance, as defined above.
5. **Compliance with Other Permits.** The developer shall comply with all terms and conditions of the previously approved permits on the site.
6. **Conformance with Plans.** This Conditional Use Permit authorizes the replacement of a water tank at an existing water utility facility as shown on the approved plans entitled, "Breeding Ave. Station Tank Replacement," dated August 9, 2011, on file with the Department of Planning, Building, and Code Enforcement and to the San José Building Code (San José Municipal Code, Title 24).
7. **New Construction or Activity.** No new construction or any modification of the existing structures or other site conditions will be allowed as part of this project other than the replacement of an existing 83,500-gallon water tank with a 100,000-gallon water tank and site modifications associated with the tank replacement, such as a new tank foundation, fencing, and underground piping.

8. **Permittee Responsibility.** The permittee shall ensure that the use authorized by this Permit is implemented in conformance with all of the provisions of this Permit.
9. **Hazardous Materials.** Any hazardous materials regulated by Chapter 17.68 of the San Jose Municipal Code on the site must be used and stored within approved buildings and/or within approved areas specified on the approved plan set, if any, in full compliance with the City's Hazardous Material Ordinance and the Hazardous Materials Management Plan for the site approved by the San Jose Fire Prevention Bureau.
10. **Industrial Waste.** If industrial waste, as defined by Section 15.12 of the San Jose Municipal Code, is to be discharged into the sanitary sewer system, a clearance shall be obtained from the Water Pollution Control Plant, Industrial Waste System.
11. **Nuisance.** This use shall be operated in a manner which does not create a public or private nuisance. Any such nuisance must be abated immediately upon notice by the City.
12. **Anti-Graffiti.** The applicant shall remove all graffiti from buildings and wall surfaces within 48 hours of defacement.
13. **Anti Litter.** The site and surrounding area shall be maintained free of litter, refuse, and debris. Cleaning shall include keeping all publicly used areas free of litter, trash, cigarette butts and garbage.
14. **Sewage Treatment Demand.** Chapter 15.12 of Title 15 of the San José Municipal Code requires that all land development approvals and applications for such approvals in the City of San José shall provide notice to the applicant for, or recipient of, such approval that no vested right to a Building Permit shall accrue as the result of the granting of such approval when and if the City Manager makes a determination that the cumulative sewage treatment demand of the San José-Santa Clara Water Pollution Control Plant represented by approved land uses in the area served by said Plant will cause the total sewage treatment demand to meet or exceed the capacity of San José-Santa Clara Water Pollution Control Plant to treat such sewage adequately and within the discharge standards imposed on the City by the State of California Regional Water Quality Control Board for the San Francisco Bay Region. Substantive conditions designed to decrease sanitary sewage associated with any land use approval may be imposed by the approval authority.

15. Revocation, Suspension, Modification. This Conditional Use Permit may be revoked, suspended or modified by the Planning Commission, or by the City Council on appeal, at any time regardless of who is the owner of the subject property or who has the right to possession thereof or who is using the same at such time, whenever, after a noticed hearing in accordance with Part 3, Chapter 20.44, Title 20 of the San José Municipal Code it finds:

- a. A violation of any conditions of the Conditional Use Permit was not abated, corrected or rectified within the time specified on the notice of violation; or
- b. A violation of any City ordinance or State law was not abated, corrected or rectified within the time specified on the notice of violation; or
- c. The use as presently conducted creates a nuisance.

ADOPTED and issued this **5th day of December 2012**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

EDESA BIT-BADAL
Chairperson

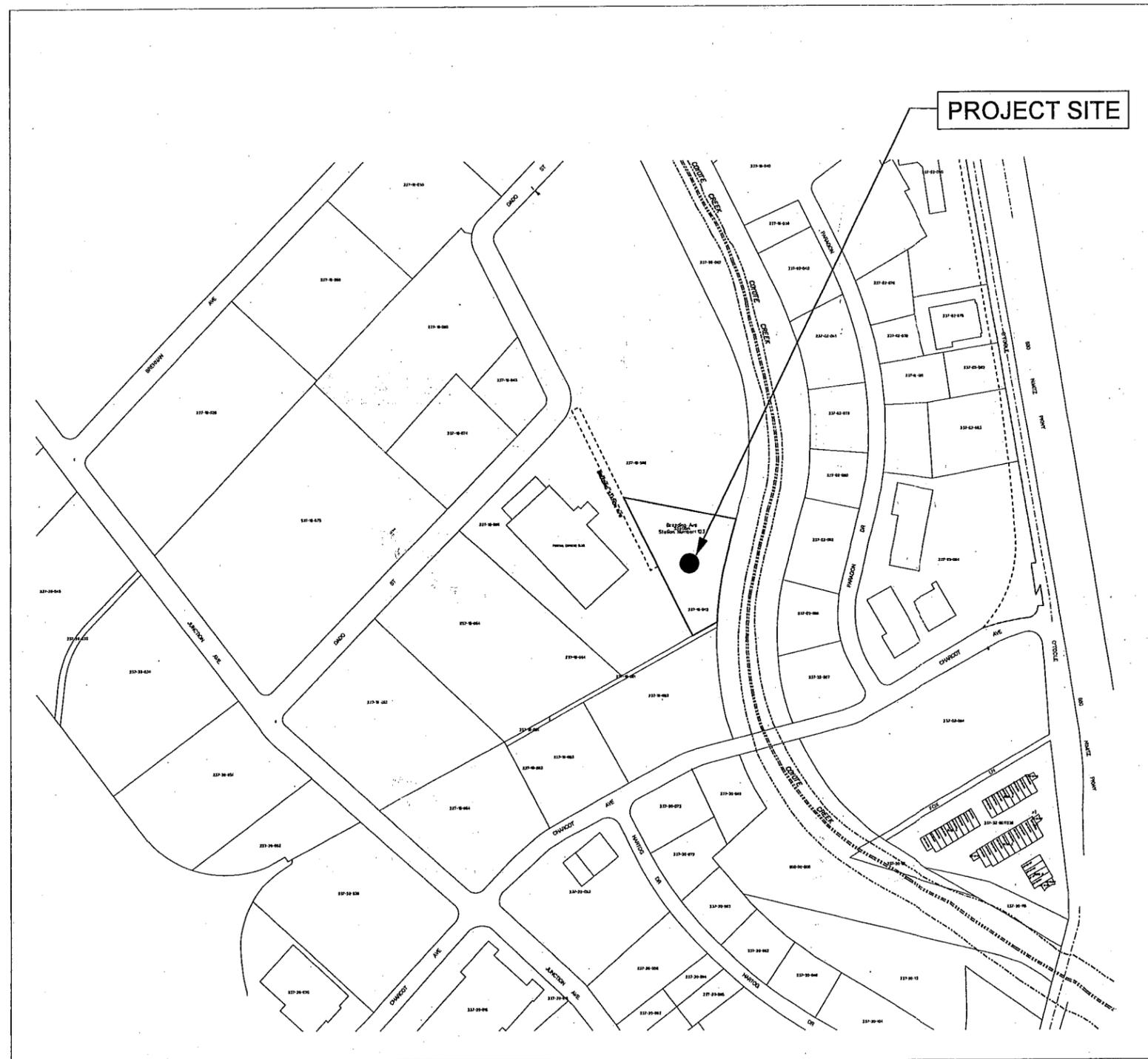
ATTEST:

JOSEPH HORWEDEL
Director of Planning, Building & Code Enforcement
Planning Commission Secretary

NOTICE TO PARTIES

The time within which judicial review must be sought to review this decision is governed by the provisions of the California Code of Civil Procedure Section 1094.6.

BREEDING AVE. STATION TANK REPLACEMENT CITY OF SAN JOSE, CA.



SITE LOCATION MAP



PROJECT SITE



VICINITY MAP
NTS

BREEDING AVE. STATION SUCTION TANK REPLACEMENT SAN JOSE WATER COMPANY

INSTALL

- 1 30'-0" DIA X 22'-6" HIGH (100,000 GAL) GLASS FUSED TO STEEL BOLTED TANK & APPURTENANCES, CONCRETE FOUNDATION, AND SITE PREPARATION.
- 2 18" WELL PIPING, 24" BOOSTER SUCTION PIPING, FLEXTEND, VALVES, FITTINGS, ETC.
- 3 12" TANK OVERFLOW AND 6" DRAIN PIPING WITH CATCH BASIN.
- 4 TANK STAIRWAY AND PLATFORM, ANTI-CLIMB FENCE.
- 5 NEW WATER LEVEL TRANSDUCER, TANK LIGHTS, ELECTRICAL CONDUITS, MRES, JUNCTION BOXES, SWITCHES, ETC.

CURRENT SITE USE:
DOMESTIC WATER SUPPLY TO SAN JOSE WATER COMPANY SYSTEM VIA PRESSURE FEED THRU EXISTING SUCTION TANK FROM EXISTING BOOSTER PUMPS.

RETIRE

- 1 EX. 28'-9" DIA X 16'-2" HIGH STEEL BOLTED TANK, PIPING AND APPURTENANCES.

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET & PROJECT SITE MAP
2	SITE PLAN AND ELEVATION
3	DEMO PLAN AND SECTIONS
4	TANK FOUNDATION AND PIPING
5	TANK LAYOUT AND DETAILS
6	STAIRWAY & ANTI-CLIMB FENCE DETAILS
7	ELECTRICAL & SIGNAL RELOCATION PLAN
8	WATER PUMP LUBRICATION PLAN AND DETAILS FOR EX. W-2
9	GENERAL PROVISIONS

CONTRACTOR _____
 FOREMAN _____
 DATE OF CONTRACTOR _____
 PROPOSED START DATE _____
 ACTUAL START DATE _____
 COMPLETION DATE _____
 AS BUILT CHECK: CONST. _____
 ENGINEERING _____
 PLEASE ORDER MATERIAL. SJWC CONSTRUCTION DEPT. WILL NOTIFY YOU OF THE WORK SCHEDULE.

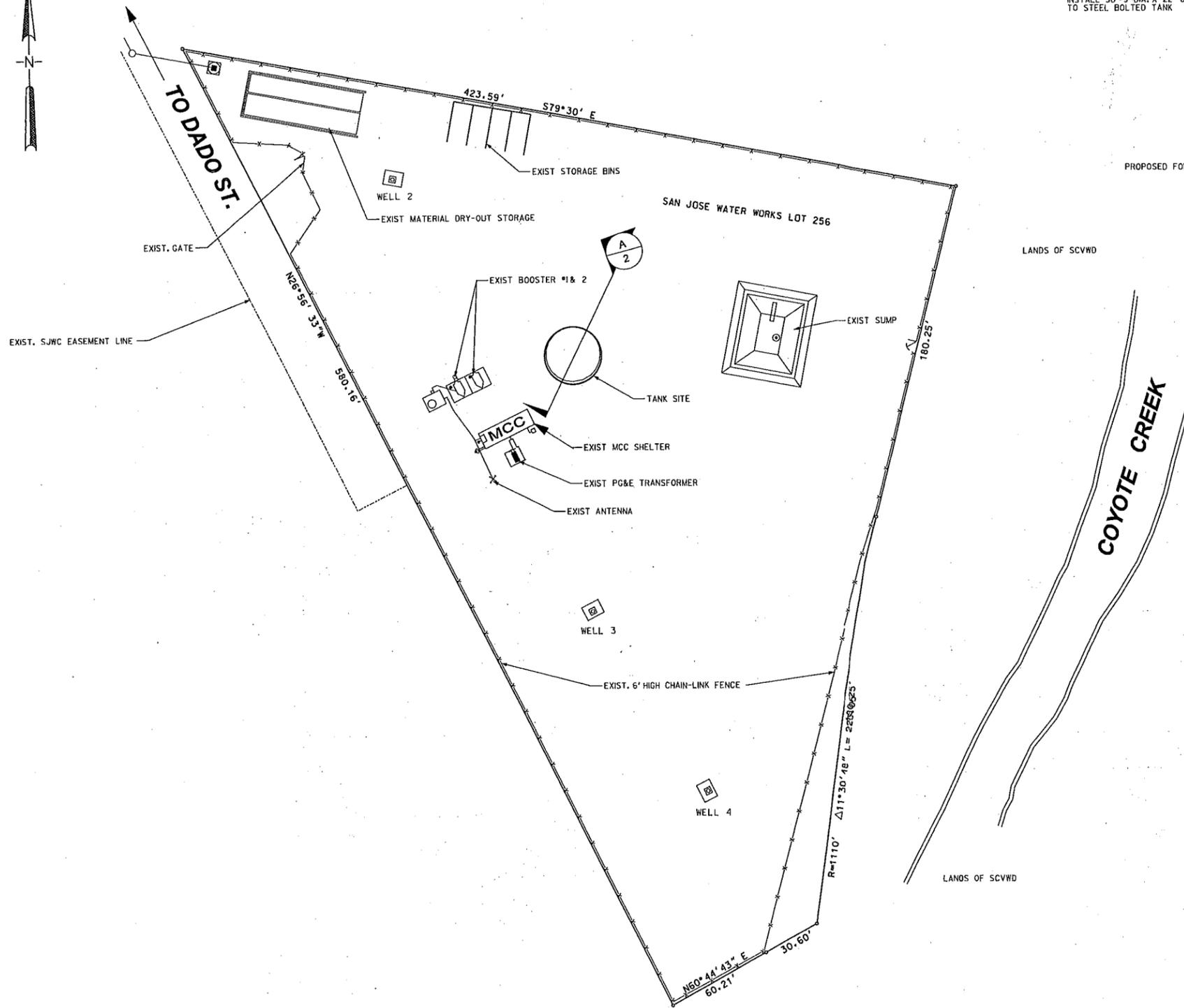
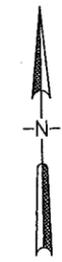
AS-BUILT STAMP



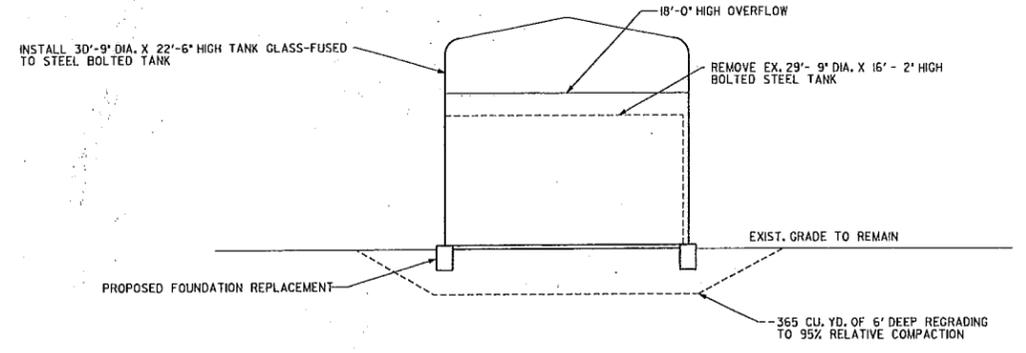
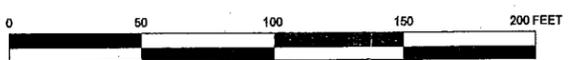
BUDGET #R-Z3
SJWC San Jose Water Company

**BREEDING AVE. STATION
TANK REPLACEMENT
TITLE SHEET & PROJECT SITE MAP**

BY	KS 8/8/11	OPERATIONS / DATE	REF. NOS.
CHECK / DATE	10-27-11	PLANNING / DATE	SM 123
F.D.			
CHECK / DATE	10/23/11	DIRECTOR OF ENGINEERING / DATE	DWG. NO.
THOMAS G. T.			H2-089
SCALE	AS SHOWN	CHEF ENGINEER / DATE	SHEET 1 OF 9



GENERAL PLAN



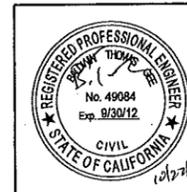
SECTION A-2
SCALE: 1" = 10'

SITE INFORMATION

- 1 ASSESSOR'S PARCEL NUMBER: 237-18-042, ADDRESS: 700 DADO ST., SAN JOSE.
- 2 OWNER: SAN JOSE WATER COMPANY.
- 3 TOTAL PROPERTY ACREAGE: 2.50 AC. NET
- 4 NON-RESIDENTIAL FLOOR SPACE: PROPOSED: 743 SQ. FT.; EXIST. 693 SQ. FT.
- 5 TANK HEIGHT: PROPOSED: 22'-6" HIGH; EXIST. 16'-2" HIGH
- 6 PERCENTAGE OF SITE COVERAGE BY PROPOSED PROJECT: 0.60%.
- 7 EARTHWORK VOLUME FOR TANK FOUNDATION
CUT: 356 CUBIC YARDS,
FILL: 356 CUBIC YARDS.

SITE GRADING AND DRAINAGE NOTES

- 1) OTHER THAN THE EARTHWORK REQUIRED TO PLACE THE WATER STORAGE TANK FOUNDATION, NO GRADING, LANDSCAPING OR CONTOUR MODIFICATIONS ARE PROPOSED AS PART OF THE PLANNED IMPROVEMENTS.
- 2) IMPROVEMENTS INVOLVED IN THIS PROJECT SHALL BE CONFINED TO THE LIMITS OF SAN JOSE WATER COMPANY PROPERTY.



AS-BUILT STAMP

BY	REVISION	DATE	CK	DATE	CK

BUDGET #R-23

San Jose Water Company

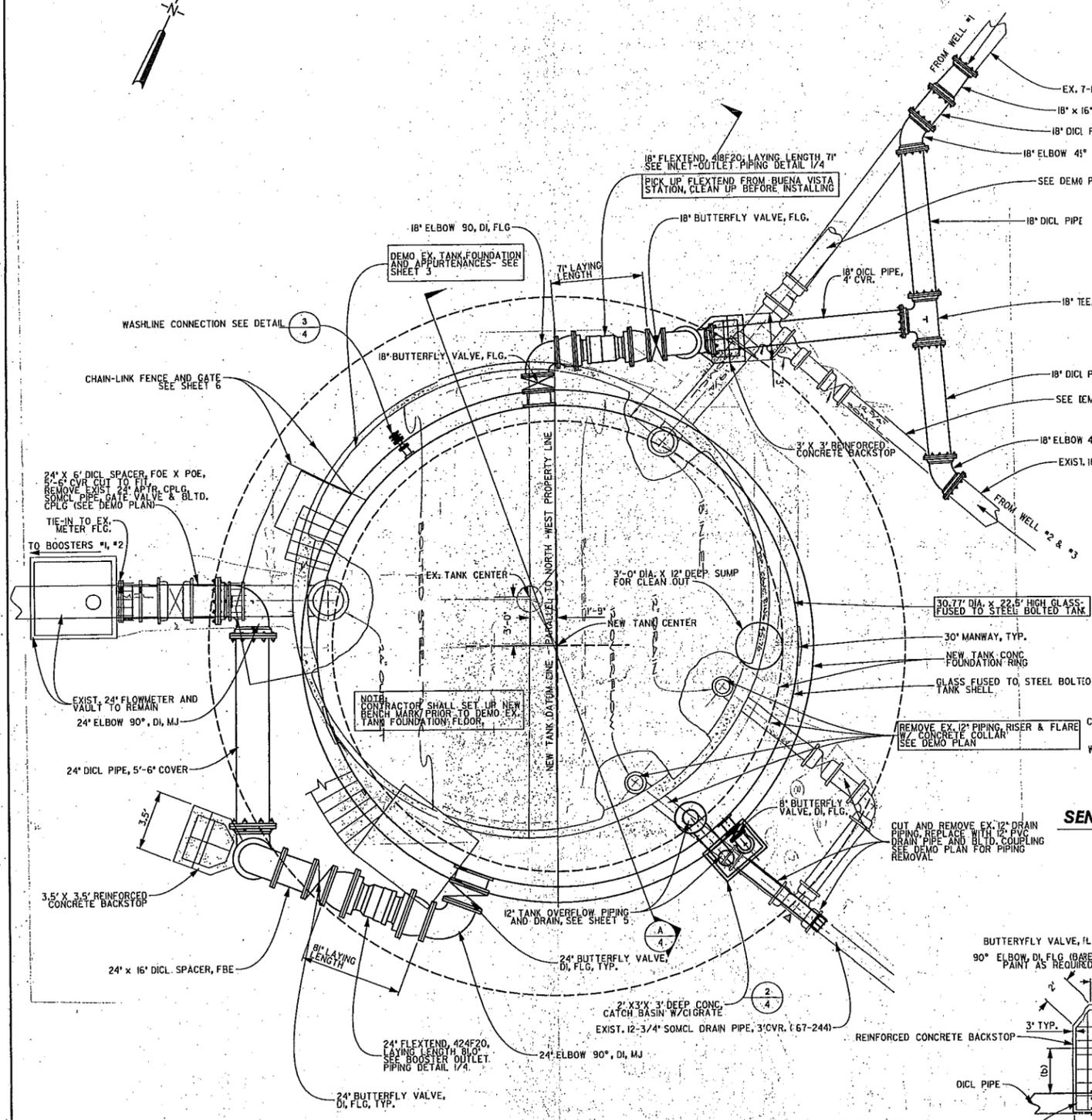
BREEDING AVE. STATION TANK REPLACEMENT PROJECT SITE PLAN AND ELEVATION

OPERATIONS / DATE	10-24-11	REF. NOS.	SM 123
BY	KS 5/17/11	PLANNING / DATE	10-24-11
CHECK / DATE	TD	DWG. NO.	H2-089
CHECK / DATE	THOMAS G. /	SCALE	AS SHOWN
SCALE	AS SHOWN	DATE	10-24-11
DATE	10-24-11	DATE	10-24-11

SHEET 2 OF 19



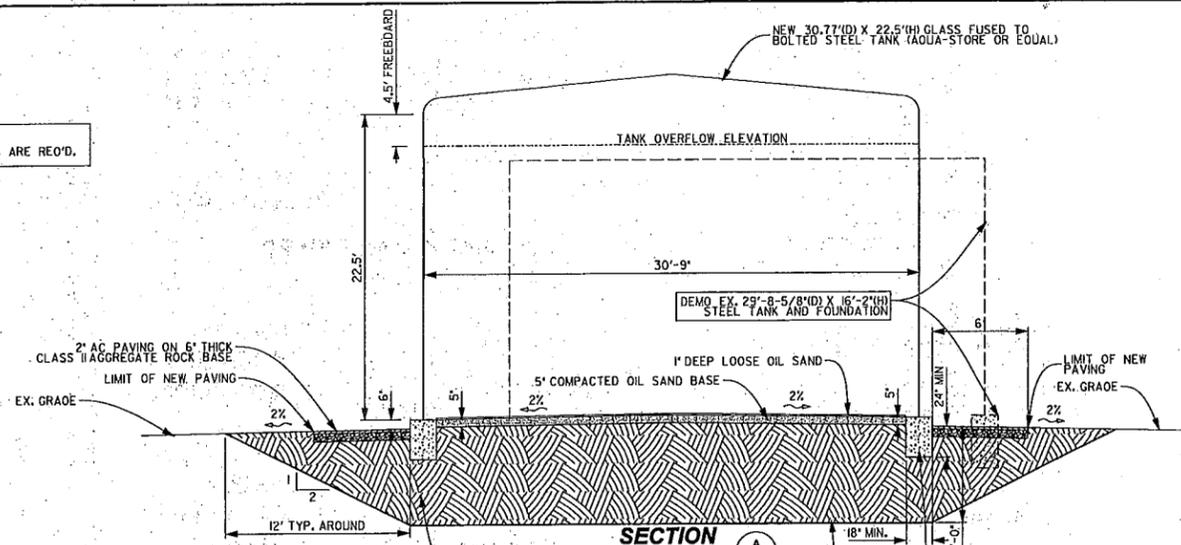
NOTE:
 1. WELLS #1-#3 AND BOOSTERS #1-#2 WILL BE SHUT-DOWN DURING CONSTRUCTION. NO TEMPORARY TANKS ARE REQ'D.



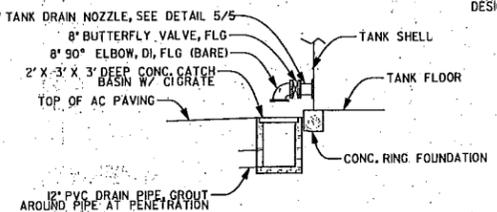
GENERAL PLAN

SCALE: 1" = 4'
 0 4 8 12

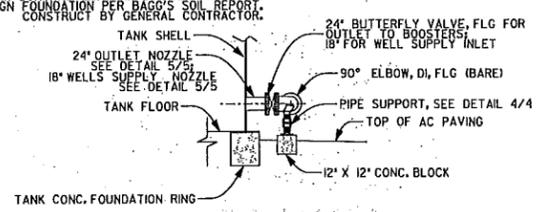
NOTES:
 1. GRADING AND CONCRETE FOUNDATION SHALL FOLLOW THE RECOMMENDATIONS OF THE SOIL REPORT BY BAGG.
 2. CONTRACTOR SHALL VERIFY ON SITE WITH BAGG FOR DEPTH OF EXCAVATION, BACKFILL, SOIL COMPACTION AND FOUNDATION DIMENSION.



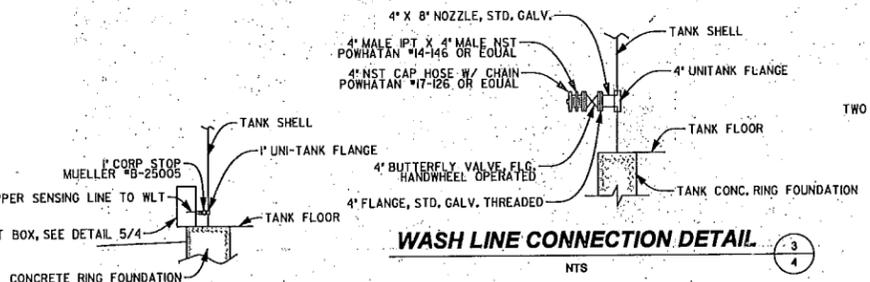
SECTION A



DRAIN PIPING DETAIL

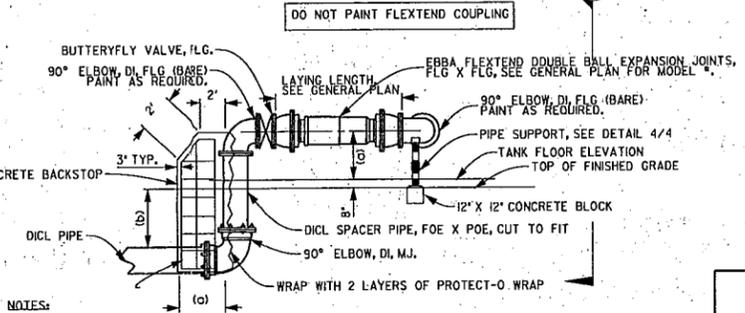


SECTION B



WASH LINE CONNECTION DETAIL

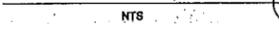
SENSING LINE CONNECTION DETAIL



NOTES:
 1. TYP. TANK INLET-OUTLET PIPING DETAILS FOR WELLS AND PUMP SUCTION AT THREE LOCATIONS AS SHOWN ON THE GENERAL PLAN.
 (a) HEIGHT VARIES. SEE DETAIL 5/5.
 (b) HEIGHT OF COVER VARIES. SEE GENERAL PLAN.
 (c) SEE GENERAL PLAN.
 2. SEE GENERAL PLAN FOR PIPE DIMENSIONS.

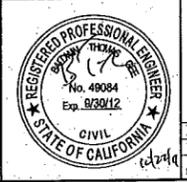
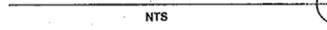
INLET-OUTLET PIPING DETAIL

PIPE SUPPORT DETAIL



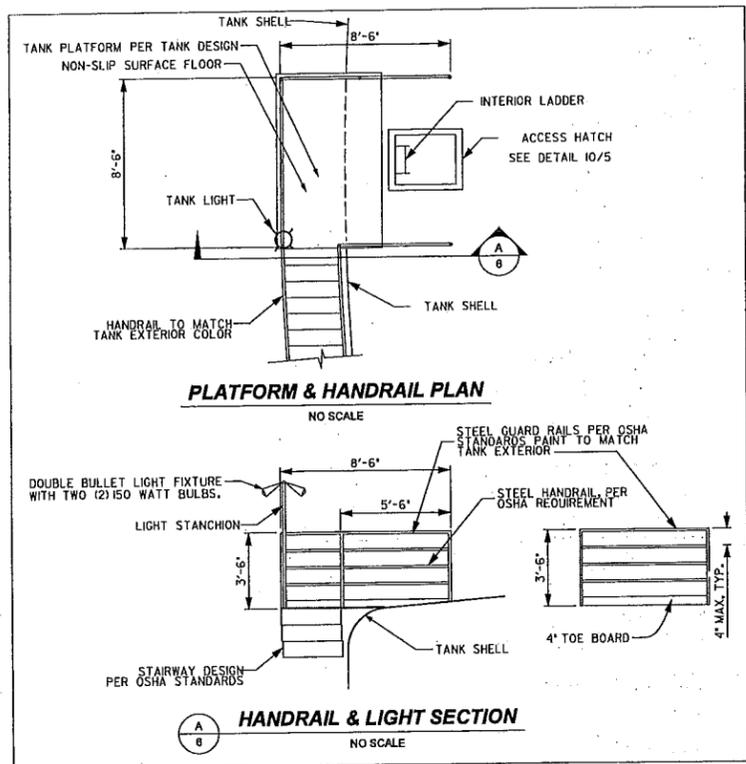
NOTE: MARKER TAPE ATTACHED TO THE TOP OF PIPE WITH DUCT TAPE
 ALL MJ FITTINGS SHALL USE MEGALUGS

RESTRAINED PIPE DETAIL



AS-BUILT STAMP

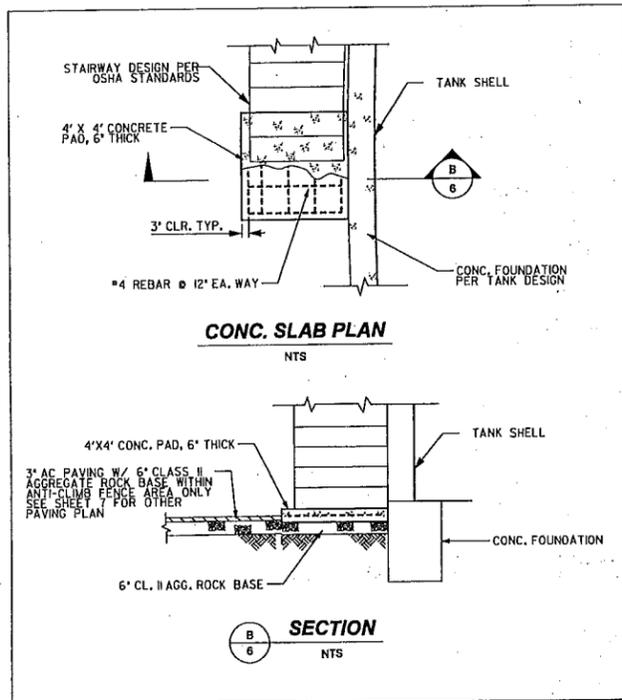
BUDGET #R-23		San Jose Water Company	
BREEDING AVE. STATION TANK REPLACEMENT TANK FOUNDATION & PIPING			
BY	DATE	REV. NOS.	SM#
KS 08/21/2011	10-24-11		123
CHECK / DATE	PLANNING / DATE		
CHECK / DATE	DIRECTOR OF ENGINEERING / DATE		
SCALE	CHECK ENGINEER / DATE		
AS SHOWN			



PLATFORM & HANDRAIL DETAIL

SCALE: 1" = 4'

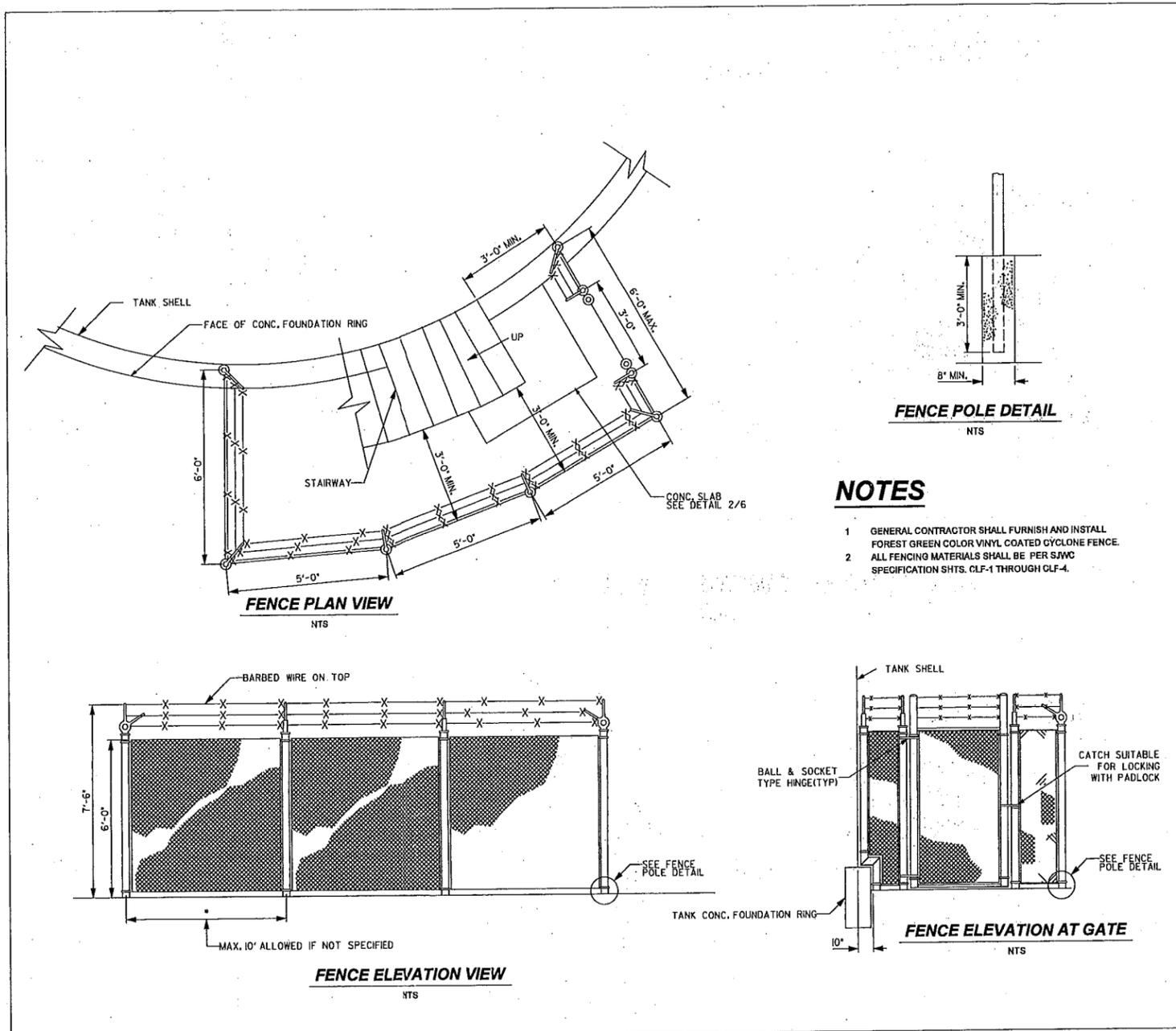
1
6



CONC. SLAB DETAIL

NO SCALE

2
6



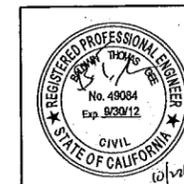
NOTES

- 1 GENERAL CONTRACTOR SHALL FURNISH AND INSTALL FOREST GREEN COLOR VINYL COATED CYCLONE FENCE.
- 2 ALL FENCING MATERIALS SHALL BE PER SJWC SPECIFICATION SHTS. CLF-1 THROUGH CLF-4.

ANTI-CLIMB FENCING DETAILS

NO SCALE

3
6



AS-BUILT STAMP

REVISION	DATE	BY	DATE	BY

BUDGET #R-23

San Jose Water Company

BREEDING AVE. STATION TANK REPLACEMENT

STAIRWAY & ANTI-CLIMB FENCE DETAILS

BY	DATE	REF. NOS.
CS 09/27/2011	10-25-11	SM: 123
CHECK / DATE	10-24-11	DWG. NO.
CHECK / DATE	10-25-11	H2-089
SCALE	AS SHOWN	SHEET 6 OF 9

- NOTES:**
- WELLS #2, #3 AND #4 AND BOOSTERS #1 & #2 WILL BE SHUT DOWN DURING CONSTRUCTION. NO TEMPORARY TANKS ARE REQ'D.
 - GENERAL CONTRACTOR SHALL CONTRACT WITH LOPES ELECTRIC, AS ELECTRICAL CONTRACTOR, TO INSTALL:
NEW ELECTRICAL CONDUIT/CABLES FROM THE EXISTING SPLICE BOX NEAR THE WATER LEVEL TRANSDUCER TO THE LIGHT SWITCH AT THE STAIRWAY AND FROM THE SWITCH TO THE LIGHT AT THE PLATFORM. NEW ELECTRICAL AND SIGNAL CONDUITS/CABLES FROM THE EXISTING SPLICE BOX TO THE NEW WATER LEVEL TRANSDUCER. ALL REQUIRE J-BOXES, RECEPTACLES, ETC.
 - ALL ABOVE GROUND CONDUITS SHALL BE RIGID STEEL. UNDERGROUND CONDUITS CAN BE SCHEDULE 80 PVC. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH SJWC'S ELECTRICAL DEPARTMENT FOR FINAL CONNECTION. GENERAL CONTRACTOR SHALL FURNISH AND INSTALL NEW WATER LEVEL TRANSDUCER PACKAGE.

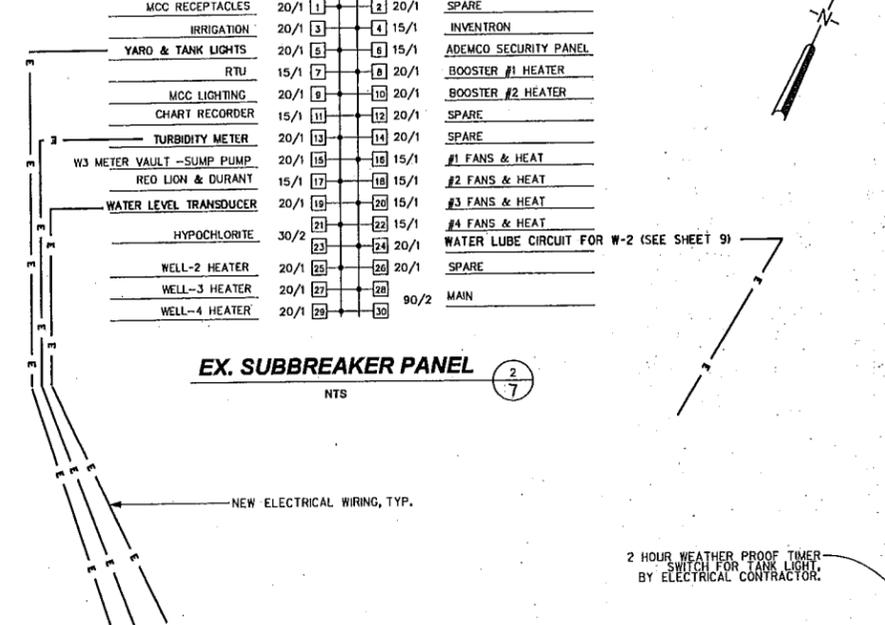
EXISTING PANEL A SCHEDULE

BREAKERS AMPS/POLES	LUGS	MAIN	AIC	AMP. BUS	WIRE	D	VOLT
		90	10K	100	3	1	120/240

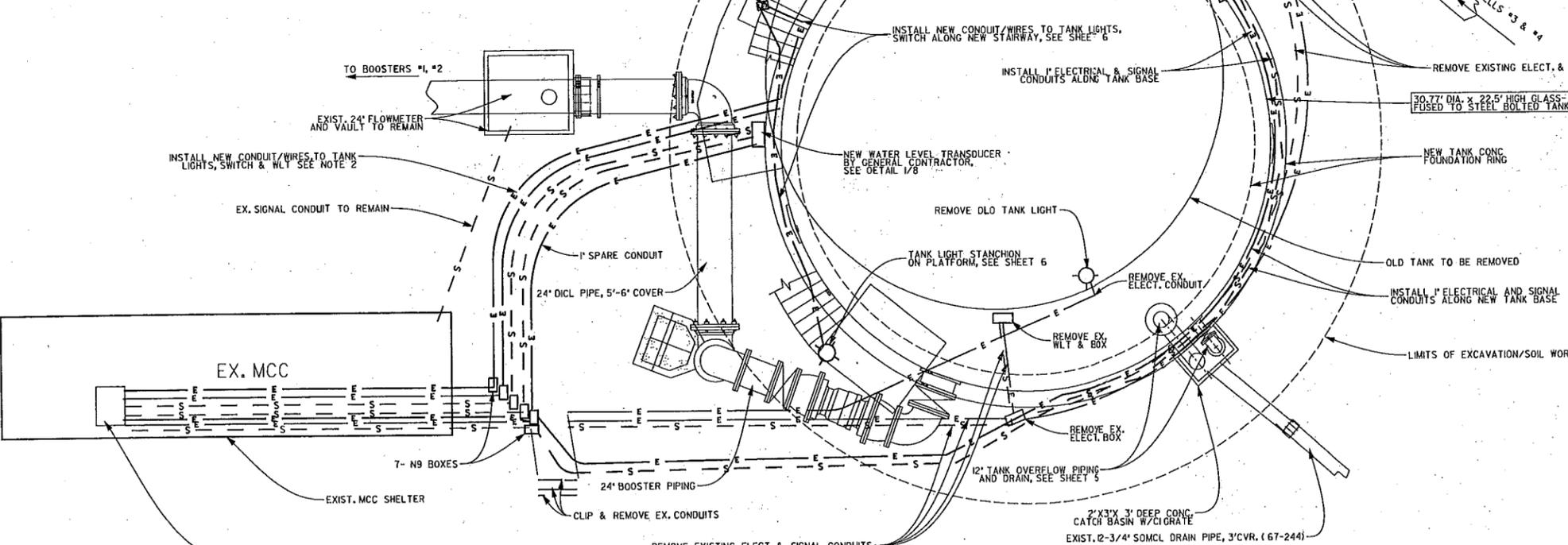
LEGEND PLATE

NEUTRAL	LEGEND PLATE
20/1	1
20/1	2
20/1	3
20/1	4
20/1	5
15/1	7
20/1	8
15/1	11
20/1	13
20/1	15
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20/1	19
30/2	21
20/1	23
20/1	25
20/1	27
20/1	29
	30

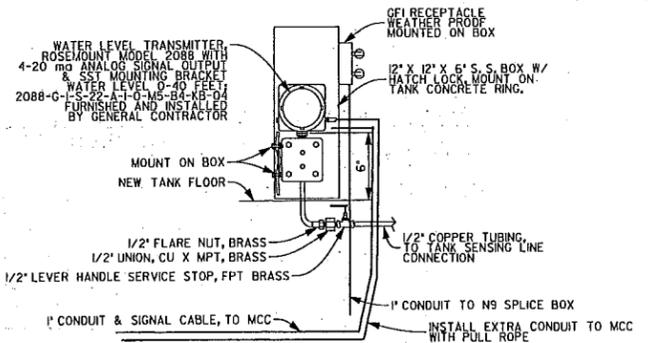
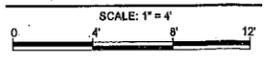
EX. SUBBREAKER PANEL
NTS



IMPORTANT 1
REINSTALL EX. TURBIDITY METER BOX TO A SAFE PLACE WITH NEW WOOD PANELING & POSTS MATCHING EXISTING INCLUDING PAINT COLOR



GENERAL PLAN



WATER LEVEL TRANSDUCER DETAIL
NTS



AS-BUILT STAMP

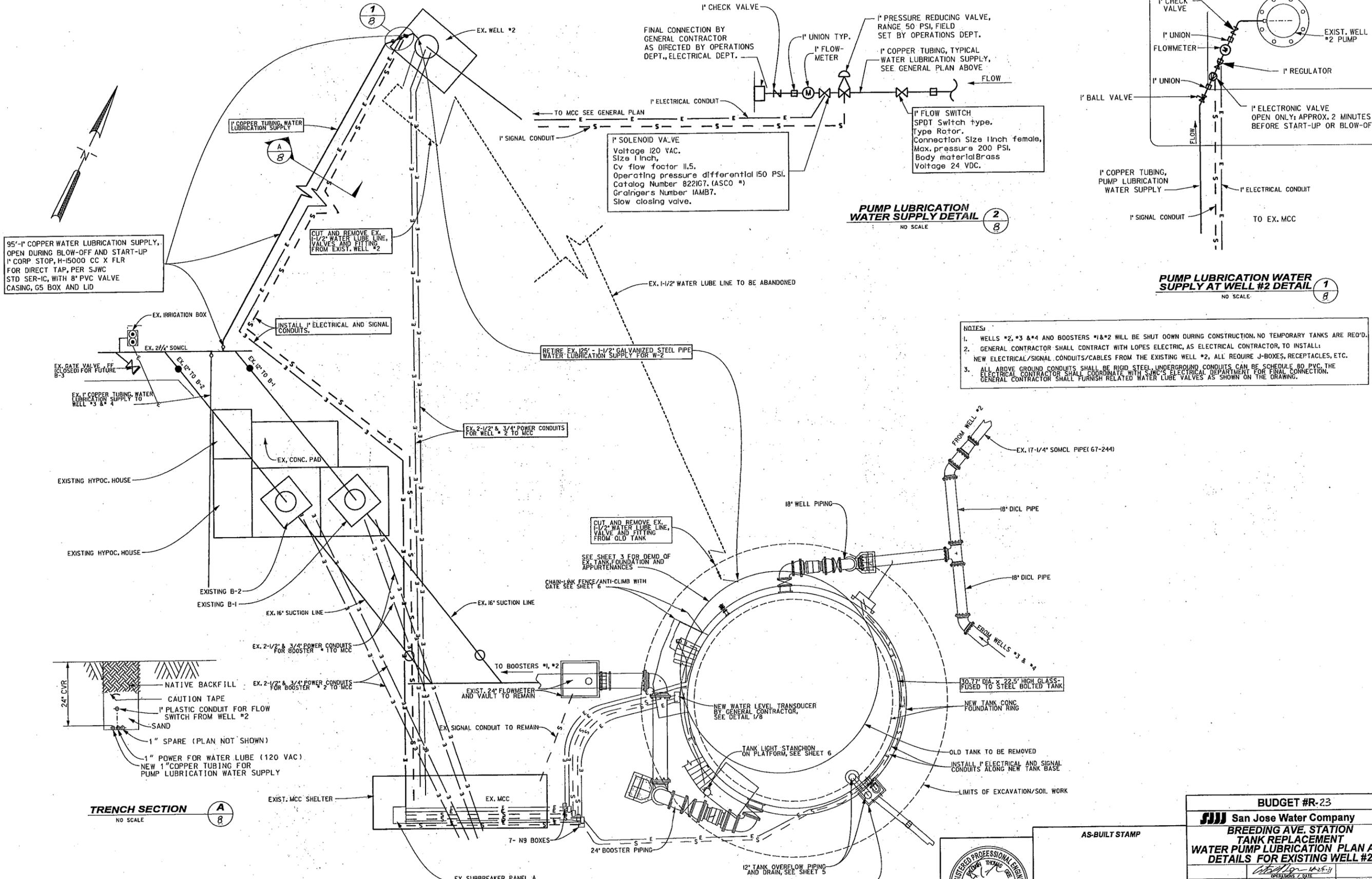
REVISION	DATE	CK	DATE	CK

BUDGET #R-23

SJWC San Jose Water Company

**BREEDING AVE. STATION
TANK REPLACEMENT
ELECTRICAL AND SIGNAL
RELOCATION PLAN**

BY	DATE	OPERATIONS & DATE	REF. NOS.
KS	09/30/2011	David M. Thomas 10/24/11	SM: 123
CHECK / DATE	PLANNING / DATE		
CHECK / DATE	REVISIONS / DATE		DWG. NO.
SCALE	AS SHOWN		H2-089
			SHEET 7 OF 9



GENERAL PLAN
SCALE: 1"=8'
0 4' 8' 12'

PUMP LUBRICATION WATER SUPPLY DETAIL 2/8
NO SCALE

PUMP LUBRICATION WATER SUPPLY AT WELL #2 DETAIL 1/8
NO SCALE

TRENCH SECTION A/B
NO SCALE

- NOTES:**
1. WELLS #2, #3 & #4 AND BOOSTERS #1 & #2 WILL BE SHUT DOWN DURING CONSTRUCTION. NO TEMPORARY TANKS ARE REQ'D.
 2. GENERAL CONTRACTOR SHALL CONTRACT WITH LOPES ELECTRIC, AS ELECTRICAL CONTRACTOR, TO INSTALL: NEW ELECTRICAL/SIGNAL CONDUITS/CABLES FROM THE EXISTING WELL #2, ALL REQUIRE J-BOXES, RECEPTACLES, ETC.
 3. ALL ABOVE GROUND CONDUITS SHALL BE RIGID STEEL. UNDERGROUND CONDUITS CAN BE SCHEDULE 80 PVC. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH SJWC'S ELECTRICAL DEPARTMENT FOR FINAL CONNECTION. GENERAL CONTRACTOR SHALL FURNISH RELATED WATER LUBE VALVES AS SHOWN ON THE DRAWING.



AS-BUILT STAMP

BY	DATE	CK	DATE	CK

BUDGET #R-23

SJWC San Jose Water Company
BREEDING AVE. STATION
TANK REPLACEMENT
WATER PUMP LUBRICATION PLAN AND
DETAILS FOR EXISTING WELL #2

BY	DATE	REF. NOS.
KS 09/30/2011	10-24-11	SM: 123
CHECK 7 DATE		
CHECK 7 DATE		
CHECK 7 DATE		
SCALE	AS SHOWN	H2-089
		SHEET 8 OF 9

GENERAL PROVISIONS
of the
SPECIFICATIONS # 4565
GENERAL

1.00 DESCRIPTION

The work covered by these specifications shall consist of:
Removing an existing bolted steel tank, foundation and related piping, furnishing and installing a concrete foundation ring, glass fused to bolted steel tank, inlet-outlet piping and electrical conduits/wires/boxes at Breeding Ave. Station, San Jose, California.

2.00 SPECIAL CONDITIONS

Upon award of the contract, San Jose Water Company will prepare and execute a triplicate copy of the construction agreement, and will forward it to the successful bidder for his records.

The Contractor should note that certain special conditions not covered elsewhere in these specifications are herein enumerated. The following listing does not purport to be complete. No extra compensation will be given the Contractor for these so listed, or those understood but not enumerated, unless specifically covered elsewhere in these specifications.

2.01 Within 10 working days after the mains/facilities are put in service, the contractor shall illustrate all field changes and/or consolidate its subcontractor's As-Built drawings onto a finalized As-Built drawing(s). Showing sizes, types, and distances of fittings and appurtenances, etc. per SJWC's As-Built Guidelines, the finalized drawing shall be submitted to San Jose Water Company Construction Department for approval. Any finalized As-Built drawings deemed incomplete by SJWC Engineering/Construction Department shall be revised and returned to the SJWC Construction Department within 5 working days after the contractor received the update request.

2.02 If excavation is over 5' deep, refer to Section 341 of the California Administrative Code, Title 8, Part 1. Successful Contractor shall apply for permit from, and pay required fee to, Division of Industrial Safety, 888 North First Street, San Jose, California 95112.

2.03 The Contractor shall include in the bid price the cost to condition water to be discharged to public storm drains or surface waters. This discharge must meet all local jurisdictional requirements. These requirements shall not be limited to California State Fish and Game Code of NPDES permit for San Francisco Bay. These requirements also prohibit the dumping of dirt and other debris into public storm drains or surface waters. Also, they include the neutralizing of chlorine residual in water prior to dumping into storm drain or surface waters.

2.04 Prior to backfilling trenches for water pipeline or appurtenance installation, the Contractor shall photograph the condition of the existing exposed pipe. The Contractor shall use a 35mm or digital (2 megapixel or greater) camera with electronic date imprinting capability. In addition, the pictures must show the scale, pipe condition, and any defects that may have occurred to the pipe surface. The pipe shall be cleaned of all dirt and foreign material without damage to the existing coating, with defects located and identified if found. The photos shall be submitted with negatives or electronic file to San Jose Water Company's Construction Department, and shall include the location of work and estimate number for the project. Unless directed by San Jose Water Company personnel, there shall be no additional pipe exposed under the contract.

2.05 Utility Supplier Diversity Program Information for Contractors
San Jose Water Company (SJWC) is committed to seeking business relationships that enable us to provide our customers excellent service and a reliable supply of high quality water at a fair and reasonable price. We remain committed to seeking and maintaining such relationships as we strive to broaden our network of service providers through SJWC's Utility Supplier Diversity Program (USDSP).

Following the guidelines established by the California Public Utilities Commission (CPUC), the goals of the USDSP are to encourage, recruit, and utilize women, minority and disabled-veteran owned business enterprises (WMDVBE) in California in our procurement chain. To that end, SJWC has the following policies:

1. It is the policy of SJWC that women, minority and disabled veteran owned business enterprises shall have the maximum practicable opportunity to participate in the performance of the contracts. However, this policy shall not be used to exclude qualified, non-WMDVBE from participating in the company's supplier procurement program.

2. SJWC suppliers agree to use their best efforts to support the USDSP in the award of subcontracts fully consistent with the efficient performance of this contract.

3. SJWC suppliers agree to inform prospective WMDVBE subcontractors of their opportunity to request from the California Public Utilities Commission's Supplier Clearinghouse a verification application form and to return the completed form to the clearinghouse for processing and inclusion in its database.

SJWC is committed to this program and encourages similar commitment from our suppliers and contractors. SJWC asks its suppliers and contractors to utilize WMDVBE where appropriate and to report their use of these vendors back to SJWC. Your participation and partnership in this program are keys to its success. We know we can count on you to help us achieve our goals.

Further information about San Jose Water Company's Utility Supplier Diversity Program can be found at:

The California Public Utilities Commission's Supplier Clearinghouse Verification Application Form may be obtained at:

2.06 Contact Project Engineer Thomas Gee at (408) 279-7886 for any questions prior to bid award. Contact Kurt Hoffman, SJWC Construction Manager, at (408) 279-7870, for clarification upon contract award.

2.07 A performance bond and a payment bond are required. The price for the bonds shall be included with the respective bid items.

2.08 Your bid is to represent the price to us of the completed work, which is a turn-key water storage tank, piping and appurtenances. You should include all sales, use and other taxes, and delivery to the site.

2.09 Contractor shall notify SJWC's Operations Department at 408-279-7812 one (1) week prior to start of work.

2.10 Any cost associated with the hauling and disposal of removed material shall be paid for by the Contractor.

2.11 Upon completion of tank and piping construction, the Contractor shall clean and disinfect entire interior of the tank and new piping as specified. Refer to SJWC's standard specifications for disinfection.

2.12 When necessary, the Contractor shall provide devices & methods to protect existing facilities from damage. Any damage caused by the contractor or his operations to SJWC's or the property owner's facilities shall be paid for by the contractor.

2.13 The Contractor's bid is for the attached design drawings only. Any additional work that is not specified in the bid drawings and specifications is to be negotiated, documented and approved with the "change order" document. All change orders to the scope of work or materials shall be submitted, reviewed and approved by the SJWC Construction Department. The contract price may be changed only by a change order. Any claim by contractor for an increase in contract price shall be based on written notice delivered to the Construction Department within 15 days after the occurrence of the event giving rise to the claim. Failing such notice the claim shall be deemed to have been waived by the contractor.

2.14 Not Used.

2.15 Not Used.

2.16 The Contractor shall minimize noise, dust and traffic impact to the street and neighboring residences.

2.17 Cost of soil excavation, fill and compaction for the new tank foundation shall be included with respective bid item 02). All earthwork including trench, backfill, compaction shall be in accordance with recommendations in the geotechnical report (Bay Area Geotechnical Group, Job No. SJWAT-38-01, July 27, 2011).

2.18 The Contractor shall contract with Pacific States (AquaStore Tank) or Shearer Associates (Fusion Tank) to design and construct the new steel tank. The Tank Contractor shall build the tank and provide all design calculations, plans and specifications (including tank, concrete foundation and anchorage), wet stamped and signed by a California registered structural engineer. All drawings shall be on 24" X 36" full size sheet. The General Contractor shall construct the tank concrete foundation per Tank Contractor's design. The tank exterior color shall be forest green.

2.19 Upon contract award, the Contractor shall submit to SJWC Engineering Department all design documents as described in 2.18. San Jose Water Company will obtain a permit adjustment from the City of San Jose. Contractor shall order the tank immediately after SJWC's approval of the submittals.

2.20 The tank's approximate diameter, height and overflow level are indicated on the plans. The final diameter and height of the tank shall be calculated to yield minimum 100,000 gallon net capacity from tank floor to overflow minimum of 18 feet.

2.21 The Contractor shall provide material submittals for approval following the award of contract. The Contractor shall order long lead items following approval of submittals to ensure timely project completion.

2.22 The Contractor shall consult with the BAGG geotechnical engineers on site to verify that the depth of excavation, backfill compaction and depth of concrete foundation are in accordance with the geotechnical report.

2.23 The new glass fused to bolted steel tank shall have a cathodic protection system per Section 11-B. Tank roof vent(s) shall be designed to handle at least 10,000 GPM flow.

2.24 The Contractor may deliver, offload, and store material on the project site. SJWC will not be responsible for loss or damage to any materials and equipment during construction. The storage of any materials and/or equipment at the construction site shall be at the contractor's own risk.

2.25 The Contractor shall furnish and install the glass fused to bolted steel tank, all piping, valves, vault, drainage piping, catch basins, pressure sensing line, AC paving, etc. The Contractor shall contract with Lopes Electric, Inc. (Burt Lopes, 408-984-8422), the electrical subcontractor, for furnishing and installing tank light, switch, all electrical conduits/wires/boxes as required.

2.26 The Contractor shall make all pipe line and drain line tie-ins as required. Payment for tie-ins shall be included in the payment for the respective bid items.

2.27 Not Used.

2.28 The Contractor shall develop demolition procedures and processes for the existing tank, and submit them for SJWC's review and approval prior to the start of demolition work.

2.29 The Contractor shall coordinate with SJWC to field locate the new tank, catch basins and piping.

2.30 The Contractor shall paint all exposed piping (except the Flexend coupling) per SJWC's painting specifications.

2.31 The Contractor shall use water from the nearby hydrant for dust abatement and shall comply with all local water conservation and NPDES regulations. SJWC will supply water used for construction to the Contractor without charge (See Section 3.00). The contractor shall provide a double check valve, RPP or other types of approved backflow prevention devices to connect to the SJWC water system.

2.32 During construction, any open excavations shall be covered with suitable plates and/or enclosed with safety fence as directed by the City inspectors and/or the SJWC Construction Department.

2.33 The Contractor shall remove all debris and excess material created by his operation upon completion of work. The project site shall be cleaned of debris and any construction material before final payment is made.

2.34 Not Used.

2.35 Upon the completion of the tank erection, the Contractor shall disinfect the entire interior of the tank per SJWC specifications and AWWA standards.

2.36

2.37 Warranty inspection will be required 30 days prior to expiration of the one-year warranty for the tank. During the bid preparation, the Contractor shall include an amount for inspection by dry tank, repair, clean out and tank sterilization. No additional allowance will be paid by SJWC for said, inspection, clean-out, repair services & disinfections of the tank. Any additional inspection and repair services shall still be the responsibility of the Contractor as no additional compensation will be permitted.

2.38 The project shall begin immediately after the award of contract. The Contractor shall provide adequate workforce to finish the construction to meet the schedule as specified in this contract. Any deviation to the specified schedule must be discussed and approved by SJWC's Construction Department. All work shall be completed by April 30, 2012.

3.00 WATER FOR CONSTRUCTION PURPOSES

San Jose Water Company will supply water used for construction to the Contractor without charge.

The Contractor, however, shall be required to furnish and lay such pipe and/or provide such other means as may be necessary and/or incidental to the delivery of water at such point or points of use and at such pressure as may be necessary. No additional compensation will be made therefore. Contractor shall not use quick acting valves which might create surges.

4.00 SANITARY FACILITIES

The Contractor shall provide adequate sanitary facilities and waste disposal cans on the job site. Lavatories of the chemical type are required, and must be on the job site the day work is started. The Contractor shall maintain all sanitary facilities. Chemical toilets shall be installed and maintained according to the manufacturer's directions.

5.00 CLEAN UP

At the end of each day's work the site shall be left in a neat and orderly manner. All hazards shall be properly removed or protected at the end of each day's work.

Prior to the Contractor leaving the site upon completion of the job, he and the Engineer will completely go over the ground to determine that the condition of the site is satisfactory.

6.00 RESPONSIBILITY FOR MATERIALS AND EQUIPMENT

San Jose Water Company will not be responsible for loss or damage to any materials or equipment during construction. The storage of any materials and/or equipment at the construction site shall be at the Contractor's own risk.

SJWC will not accept the materials used in the permanent structure until final inspection and acceptance in place by the Chief Engineer.

Any materials damaged by the Contractor, or rejected by the Chief Engineer, shall be removed immediately from the site at the Contractor's expense.

The use of San Jose Water Company's property for storing equipment and/or materials may be allowed if space is available, and is conditional upon approval from the Operations Department. The use of these facilities is a privilege and not a guarantee. Contractors that violate the requirements for use of SJWC's stations for storage (including security violations) may be excluded from doing so in the future, which could make them less competitive on future work. The use of these facilities by contractors should be coordinated with the Operations Department by the Construction Department.

7.00 ALTERNATE PROPOSALS

If the Contractor so chooses, he may submit an alternate bid in addition to his bid for the Engineer's specifications, for alternative structures or materials other than those shown in these specifications. To be acceptable, an alternate must show that it is more economical, of the same or greater capacity and functionality, and as durable as the materials and structures specified. The Contractor will be required to submit plans for their alternate with their bid. Any such design must comply with all applicable codes.

8.00 DRAWING MATERIAL FROM SAN JOSE WATER COMPANY'S STOCK

Material to be supplied by San Jose Water Company, as designated on the material list, shall be drawn by the Contractor or his representative by presenting his copy of the material list to the Stores Department. This list must be shown every time material is to be drawn, and the person taking it shall sign the issuance tag for each piece of material withdrawn.

Any material that has been drawn and will not be used shall be returned to San Jose Water Company's stock immediately after it has been determined that it will not be used. The party returning the material shall sign the appropriate credit slip.

9.00 PROTECTION OF WORK

Until the completion and final acceptance by the Owner of all the work under and implied by this contract, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erctions, and repairs occasioned or rendered necessary by cause of any nature whatsoever to all or any portions of the work except as otherwise stipulated.

10.00 FACILITY TO BE COMPLETE IN ALL RESPECTS

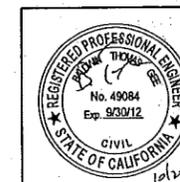
The spirit of these specifications is to furnish all materials and workmanship necessary for the construction herein described, complete in every respect for the purpose for which it was designated. If any workmanship or materials be required, which are obviously necessary to carry out the full intent in meaning of the plans, details, diagrams, and specifications, although the same may not be either directly or indirectly so specifically noted by drawings or specifications, the Contractor is hereby bound to consider and provide for the same in his proposal for the work as fully as if they were so specifically denoted, and shall execute the same without charge or claim therefore.

11.00 GUARANTEES

Notwithstanding Owner's acceptance of the work, the Contractor shall guarantee all of his workmanship, including all materials and equipment furnished thereby, constructed and installed under this contract to function entirely as designed for a period of one calendar year from and after completion and the date of acceptance of the work by the Owner. The Contractor shall be responsible for repairing and making good, at his sole cost and expense, any defects or imperfections in the work, or whatever fails to fulfill any of the requirements of the contract.

The Contractor shall promptly, and with the least practicable inconvenience, make the repairs or replacements arising out of defective materials (except those furnished by Owner), workmanship, and equipment. The Owner is hereby authorized to make such repairs if, within ten (10) days after the mailing of a notice in writing to the Contractor or his agent, the Contractor shall neglect to make or undertake, with due diligence, the aforesaid repairs, provided, however, that in case of an emergency, where in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof. The Contractor shall be responsible for the full expense incidental to making good any and all of the above guarantees and agreements. The above guarantees and agreements are covenants, the performance of which shall be binding upon the Contractor and his sureties.

END OF SECTION



AS-BUILT STAMP	
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BUDGET #R-23	
San Jose Water Company	
BREEDING AVE. STATION TANK REPLACEMENT GENERAL PROVISIONS	
BY	10/25/11
DATE	10/25/11
CHECK / DATE	10/25/11
CHECK / DATE	10/25/11
SCALE	AS SHOWN
REF. NOS.	SM: 123
DWG. NO.	H2-089
SHEET	3 OF 9