

Standard City of San José Consultant Agreement

(Capital Projects)

(CPMS Contract No. _____)

This Agreement is between the City of San José, a municipal corporation ("City"), and HNTB Corporation, a Delaware corporation ("Consultant").

This Agreement is made and entered into this 12th day of December 2020 ("Contract Date")

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 **General:** This Agreement sets forth the terms and conditions under which the Consultant will provide professional consulting services to the City.
- 1.2 **Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Scope of Basic Services
 - Exhibit B:** Compensation
 - Exhibit C:** Insurance Requirements
- 1.3 **Director:** "Director" means the Director of Transportation or the Director's designee.
- 1.4 **Business Days:** "Business Day" and "Business Days" means the day(s) on which City Hall is open to conduct business.
- 1.5 **Entire Agreement:** This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 **Amendments:** This Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

- 2.1 The Agreement term is from the Contract Date to December 31, 2025, inclusive, unless terminated earlier pursuant to Section 19 below.
- 2.1.1 **Director's Authorization:** The Director may authorize up to two (2) one-year extensions to the Agreement at no additional cost.

3. SCOPE OF SERVICES

- 3.1 **Basic Services:** "Basic Services" means the services set forth in **Exhibit A**. The Consultant must perform the Basic Services in accordance with the Standard of Performance as outlined under Section 9 herein.
- 3.2 **Additional Services:** "Additional Services" means the following: (a) services that are included in the Basic Services but exceed the specified level of the Basic Services, or (b) services that relate to the Project but are not included in the Basic Services.
- 3.2.1 **Authorization:** The City will not compensate the Consultant for any Additional Services without the Director's prior written authorization.
- 3.2.2 **Director's Authorization:** The Director may authorize the Consultant to perform Additional Services up to the cumulative, maximum amount set forth in **Exhibit B** for such services. The Director must authorize the Consultant to perform Additional Services through a written amendment executed by both parties. The written amendment must set forth the scope of the Additional Services, the schedule for completing such services, and the amount and method of compensating the Consultant for such services. The Director is authorized to execute the amendment for Additional Services for the City.

4. DESIGN SERVICE REQUIREMENTS

- 4.1 **General:** This Section applies to any design services the Consultant performs as part of the Basic Services or Additional Services.
- 4.2 **Standard Documents:** The Consultant is, or will become, familiar with the City of San Jose, Department of Public Works, Standard Specifications, dated July 1992 (and any amendments thereto), the City of San Jose, Department of Public Works, Standard Details, dated July 1992 (and any amendments thereto), and any other standard documents the City uses to design and implement its capital projects (collectively "Standard Project Documents").
- 4.3 **Use of Standard Documents:** Unless the Director provides prior written approval to the contrary, the final design documents prepared by the Consultant must be based on, and must incorporate, the Standard Project Documents.

5. CITY'S CONTRACT MANAGER

The City's contract manager for this Agreement is:

Name: Neil Ong	Phone No.: (408) 975-3237
Department: Transportation	E-mail: neil.ong@sanjoseca.gov
Address: 200 E. Santa Clara Street, 8 th Floor, San Jose, CA 95113	

The Director can change the above contract manager by giving the Consultant written notice.

6. CONSULTANT'S STAFFING

6.1 Consultant's Project Manager and Other Staffing: Identified below are the following: (a) the Consultant's project manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2 below.

<u>CONSULTANT's Project Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Insert Date Filed)	Yes Need to File	No
Name: Rodney Pimentel	Phone No.: (510) 587-8691			X
Address: 1111 Broadway Jackson, 9 ^h Floor, Oakland, CA 94607	E-mail: rspimentel@HNTB.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Ben Tripousis	Principal-in-Charge			X
2.				
3.				

6.2 Project Manager's Authority: The Consultant's contract manager is authorized to act on behalf of the Consultant.

6.3 Staffing Changes: The Director’s prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in this provision.

7. USE OF SUBCONSULTANTS

7.1 Authority to Use: Whichever of the following is marked applies to this Agreement:

- The Consultant can **not** use any subconsultants without the Director’s prior written approval.
- The Consultant will use the following subconsultants for the specified areas of work. The Consultant can not remove, replace or add to any of the subconsultants identified in this provision without the Director’s prior written approval.

Subconsultant’s Name	Area of Work
1. Apex Strategies	Community Outreach Facilitation
2. Associated Right of Way Services, Inc	Right of Way (ROW); Utilities Support
3. Circlepoint	Public Outreach
4. David J. Powers & Associates	Environmental Lead. Strategic Advisor for California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Process
5. Earthview Science	Paleontology
6. Far Western Anthropological Research Group, Inc	Cultural, Historical, Archaeological Resources
7. Fehr & Peers	Traffic Lead/Lighting/Electrical/Signal; Cultural/Historic/Archaeological; Operational Analysis; Forecasting/Simulation
8. HMM	Design Lead; Survey and Mapping; Drainage and Utilities; Right of Way (ROW); Landscaping; Delineation and Signs
9. Illingworth & Rodkin, Inc.	Air Quality, Green House Gas, Emissions, Mobile Source Toxics (MSAT)
10. JRP Historical Consulting	Cultural, Historic Resources

11. Parikh Consulting Inc.	Geotechnical
12. Procura 360	Value Analysis
13. WRECO	Hydrology/Tree Survey

7.2 Subconsultant Work: The CONSULTANT warrants all services and deliverables provided by any subConsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.

8. INDEPENDENT CONTRACTOR

8.1 General: The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City, and shall not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.

8.2 Subcontractors: As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.

8.3 Indemnity: The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Consultant represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Consultant represents that its performance of the Basic Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

10.1 Maximum Total Compensation: The maximum amount the City will pay the CONSULTANT for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is **\$7,500,000** ("Maximum Total Compensation").

10.2 Intentionally Omitted.

10.3 Exhibit B - Compensation: The City will pay the Consultant up to the Maximum Total Compensation in accordance with **Exhibit B**.

10.3.1 Compensation Table: **Exhibit B** sets forth a compensation table establishing the manner in which the City will pay the Maximum Compensation to the Consultant ("Compensation Table"). The Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.

10.3.2 Schedule of Rates and Charges: If the City will compensate the Consultant for any Basic Services on a time-and-materials basis, then **Exhibit B** also sets forth a schedule of the

Consultant's rates and charges ("Schedule of Rates and Charges"). The Schedule of Rates and Charges is subject to the following requirements:

- 10.3.2.1 Premium Pay:** "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay Consultant Premium Pay.
- 10.3.2.2 No Increases:** The City will **not** increase the Schedule of Rates and Charges during the Agreement term.
- 10.3.2.3 Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.

10.4 Compensation Table – Part 1: Part 1 of the Compensation Table addresses compensation for the various tasks included in the Basic Services. The following terms and conditions apply to Part 1 of the Compensation Table.

10.4.1 Task Numbers (Column 1): Column 1 sets forth the task number(s) for which the City will compensate the Consultant. Each task number corresponds to the same task number in **Exhibit A**. If a task number included in **Exhibit A** is not included in the Compensation Table, then the City will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.

10.4.2 Basis of Compensation (Column 2): Column 2 identifies whether the City will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee basis.

10.4.3 Invoice Period (Column 3): Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the City by the 10^h Business Day of each month for work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the Director within 20 Business Days following completion of the task(s) to the Director's satisfaction. If invoicing is upon the completion of all work, the Consultant must submit its invoice to the Director within 20 Business Days following completion of all work to the Director's satisfaction.

10.4.3.1 Invoice: Each invoice must include sufficient information and supporting documents to establish to the Director's satisfaction that the Consultant is entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the Director's approval of such undisputed amount.

10.4.3.2 Invoices Based on Time and Materials: If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the work completed during the invoice period. The City will compensate the Consultant in accordance with the Schedule of Rates and Charges included in **Exhibit B**.

10.4.3.3 Monthly Invoices Based on Fixed Fee: If the Consultant invoices monthly for a “fixed fee,” then the Consultant will base its monthly invoice on the percentage of work completed during the previous month. If the task(s) completed the previous month involve the Consultant performing construction administration services, the percentage of work completed during the previous month will be measured based on the percentage of construction completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.

10.4.4 Compensation (Column 4): Column 4 sets forth the total compensation the City will pay the Consultant for completing the task(s).

10.4.4.1 Time & Materials: If time and materials is the basis of compensation, then the amount in Column 4 is a “not-to-exceed” or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the Director (in the Director’s sole discretion) *may* use the cost savings to increase the budget of another task. The Director must authorize such reallocation of cost savings in writing.

10.4.4.2 Fixed Fee: If “fixed fee” is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.

10.5 Compensation Table – Part 2: Part 2 of the Compensation Table indicates whether or not the City will reimburse the Consultant separately for expenses incurred in providing the work. The following terms and conditions apply if the City reimburses the Consultant separately for expenses.

10.5.1 Subconsultants: The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 of this Agreement addresses payment for the cost of subconsultants.

10.5.2 Maximum Amount of Reimbursable Expenses: The City will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the CONSULTANT incurs in excess of the stated maximum are at no cost to the City.

10.5.3 Expenses That Are Reimbursable: Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a mark up is specified

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City’s project manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%

5.	With the written pre-authorization of the City's project manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any other expenses expressly identified in Exhibit B as being reimbursable.	As specified, not to exceed 10%

10.6 Compensation Table – Part 3: Part 3 indicates whether the City will compensate the Consultant separately for subconsultant costs incurred in providing any part of the services. If the City will compensate the Consultant for subconsultant costs, the City will do so in accordance with the following terms and conditions.

10.6.1 Actual Costs: The Consultant can invoice the City for no more than the actual cost of each subconsultant plus a specified mark up not to exceed 5 percent.

10.6.2 Schedule of Rates and Charges: Any subconsultant rates and charges set forth in the Schedule of Rates and Charges, if one is included in **Exhibit B**, must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Consultant in accordance with those rates and charges.

10.6.3 Maximum Amount: The City will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the CONSULTANT incurs in excess of the specified maximum amount are at no cost to the City.

10.7 Compensation Table – Part 4: Part 4 sets forth the maximum compensation that the Director can authorize for Additional Services in accordance with Subsection 3.2 above. Any Additional Services performed by the Consultant that would result in compensation exceeding this maximum amount is at no cost to the City.

10.8 Tax Forms Required: The following are conditions on the City's obligation to process any payment pursuant to this Agreement:

10.8.1 U.S. Based Person or Entity: If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

10.8.2 Non-U.S. Based Person or Entity: If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

11. INDEMNIFICATION

- 11.1 Indemnification:** The Consultant will defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities (collectively "Indemnifiable Event") to the extent such Indemnifiable Event arises out of, pertains to, or relates to any of the following: **(a)** the Consultant's negligent performance of any Services, **(b)** any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its subcontractors, anyone directly or indirectly employed by either the Consultant or any of its subcontractors, or anyone that they control, **(c)** any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any Services, deliverables or other items provided by the Consultant pursuant to the requirements of this Agreement., or **(d)** any breach of this Agreement.
- 11.2** Omitted.
- 11.3 Applicable Law/Duty to Defend:** The CONSULTANT's indemnity obligations apply to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Section 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the CONSULTANT, at its own expense, must defend any suit or action that is subject to the Consultant's indemnity obligations.
- 11.4 Insurance:** The City's acceptance of any insurance in accordance with Section 12 of this Agreement does not relieve the CONSULTANT from its indemnity obligations. The CONSULTANT's indemnity obligations apply whether or not the insurance required by this Agreement covers any damages or claims for damages.
- 11.5 Survival:** The CONSULTANT's indemnity obligations survive the expiration or earlier termination of the Agreement.

12. INSURANCE REQUIREMENTS

- 12.1 General:** The CONSULTANT shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.
- 12.2 Documentation:** Before performing any services, the Consultant must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.
- 12.3 Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

13. OWNERSHIP OF WORK PRODUCT

- 13.1 Ownership:** The City owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the Consultant's services pursuant to this Agreement: reports, drawings, plans, data, software, models, elevations, sections, details, schedules, diagrams, specifications, studies, surveys, information, sketches, and documents or other materials developed or discovered (collectively "Work Product").
- 13.2 Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the City all copyrights to such works when and as created.

- 13.3 City's Reuse:** Notwithstanding Subsection 13.1, the City's reuse of any Work Product is subject to California Business and Professions Code Sections 5536.25, 6735, 6735.3, 6735.4 or 8761.2, whichever is applicable.
- 13.4 Consultant's Reuse:** With the Director's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

- 14.1 Prohibition:** Except as authorized by the Director or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing services pursuant to this Agreement.
- 14.2 Notification:** The Consultant will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.
- 14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures between the Consultant and its Subcontractors that are needed to perform the Basic Services.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Agreement.

15. AUDIT/INSPECTION OF RECORDS

- 15.1 Retention Period:** The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Consultant under this Agreement or for any longer period required by law:
- ⌚ All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the City; and
 - ⌚ All Work Product and other records evidencing Consultant's performance.
- 15.2 Producing Records:** At any time during the Agreement term or during the period of time that the Consultant is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the City.
- 15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.

16. NON-DISCRIMINATION/NON-PREFERENCE

- 16.1 Prohibition:** The Consultant shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms,

conditions, or privileges of employment, subcontracting and purchasing.

16.2 Conditions of Prohibition: The prohibition in Subsection 16.1 is subject to the following conditions:

16.2.1 Reasonable Accommodation: The prohibition is not intended to preclude the Consultant from providing a reasonable accommodation to a person with a disability.

16.2.2 Compliance Reports: The City's "Compliance Officer", as defined in Section 4.08.020 of the San José Municipal Code, is responsible for administering this Section 16. The Compliance Officer may require the Consultant to file, and cause any Subcontractor to file, reports demonstrating compliance with this Section 16. Any such reports shall be filed in the form and at such times as the Compliance Officer designates. They shall contain such information, data and/or records as the Compliance Officer determines is needed to show compliance with this provision.

16.2.3 Waiver: The Compliance Officer may waive any of the requirements of this Section if the Compliance Officer determines that the Consultant has its own nondiscrimination/nonpreference requirements or is bound in the performance of this Agreement by the nondiscrimination/nonpreference requirements of another governmental agency, and the nondiscrimination/nonpreference provisions of the Consultant or other governmental agency are substantially the same as those imposed by the City.

16.2.4 Violation: A violation of the prohibition or any part of this Section 16 constitutes the following: (a) a material breach of this Agreement, (b) a misdemeanor violation of Chapter 4.08 of the San José Municipal Code and (c) a ground for debarment in accordance with Chapter 4.10 of the San José Municipal Code.

16.3 Subcontracts: The Consultant shall include the requirements of this Section in each subcontract that it enters into in furtherance of this Agreement.

17. CONFLICT OF INTEREST

17.1 General: The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

17.2 Filing Form 700: In accordance with the California Political Reform Act (Government Code Sections 81000 et seq.), the Consultant shall cause each person performing services under this Agreement, and identified as having to file a Form 700, to do each of the following:

Ⓜ Disclose the categories of economic interests in Form 700 as required by the Director;

Ⓜ Complete and file the Form 700 no later than 30 calendar days after the person begins performing the services under this Agreement, and complete and file all subsequent Form 700s, in conformance with the requirements specified in the California Political Reform Act; and

- ⌚ File the original Form 700 with the City's Clerk with a copy submitted to the Director.

17.3 Future Services: The Consultant acknowledges each of the following with regard to performing future services for the City:

- ⌚ The Consultant's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;
- ⌚ Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Consultant from performing or participating in the performance of such future services; and
- ⌚ The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

18.1 General: The Consultant shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water: The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- ⌚ Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- ⌚ Situations where there is a high risk of cross-contamination with non-potable water; or
- ⌚ Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <http://www.sanjoseca.gov/?nid=1774>. Environmental procurement policies and activities related to the completion of Consultant's work will include, whenever practicable, but are not limited to:

- ⌚ The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- ⌚ The use of Energy-Star Compliant equipment;
- ⌚ The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;

- ⌚ The implementation of internal waste reduction and reuse protocol(s); and
- ⌚ Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

19. TERMINATION

- 19.1 For Convenience:** The Director may terminate this Agreement at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.
- 19.2 For Cause:** The Director may terminate this Agreement immediately upon written notice for any material breach by the CONSULTANT. If the Director terminates the Agreement for cause and obtains the same services from another Consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.
- 19.3 Delivery of Work:** If the Director terminates the Agreement – whether for convenience or for cause – the Director has the option of requiring the Consultant to provide to the City any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.
- 19.4 Compensation:** The City will pay the Consultant the reasonable value of services satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For services to be "satisfactorily rendered," the Director must determine that the Consultant provided them in accordance with the terms and conditions of this Agreement. The Director will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally serviced is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City:	City of San José Department of Transportation, Attn: Zahir Gulzadah 200 E. Santa Clara St., 8 ^h Floor San Jose, CA 95113 (408) 975-3257 zahir.gulzadah@sanjoseca.gov
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To the Consultant: HNTB Corporation
Attn: Jeff Watson
1111 Broadway, 9th Floor
Oakland, CA 94607
(510) 587-8717
rjwatson@hntb.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The CONSULTANT represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Consultant's violation of this Subsection 21.1 is a material breach.
- 21.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 21.2 is a material breach.
- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 21.5 Compliance with Laws:** The Consultant shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Agreement.
- 21.6 Business Tax:** The Consultant represents and warrants that it currently has a City business r or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 21.7 Assignability:** Except to the extent this Agreement authorizes the Consultant to use subconsultants, the Consultant shall not assign any part of this Agreement without the Director's prior written consent. The Director, at the Director's discretion, may void this Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the construction and performance of this Agreement.
- 21.9 Disputes:** In the event of a dispute between the City and the Consultant arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation. Any litigation resulting from this Agreement will be filed and resolved by a federal or state court in California.

- 21.10 Force Majeure:** The Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include, acts of God or of the public enemy; fires; floods; epidemics; quarantine restrictions; unusually severe weather; or acts of terrorism.
- 21.11 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 21.12 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.

IN WITNESS WHEREOF, the City and Consultant have caused this Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Consultant must make one of the following representations by placing its initials in the space provided. The City will not process this Agreement unless the Consultant has initialed one of the provisions.

_____ The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Subsection 20.3 of this Agreement.

Or

_____ If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.9 of this Agreement.

City of San José

Company: City Manager
Name: Dave Sykes
Title: City Manager U
Email : Dave.Sykes@sanjoseca.gov
Signature:

Approval as to Form (City Attorney): 
Dave Sykes(dave.sykes@sanjoseca.gov) (12/5/2020)

Form Approved by the Office of the City Attorney

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

Approved as to Form:
Company: Attorney
Name: Jon Calegari
Title: Deputy City Attorney IV U
Email : jon.calegari@sanjoseca.gov
Signature:


Jon Calegari(jon.calegari@sanjoseca.gov) (12/2/2020)

Consultant

Company: HNTB Corporation
Name: Jeff Watson
Title: Vice President
Email: rjwatson@hntb.com
Signature:

Company: HNTB Corporation
rjwatson@hntb.com(rjwatson@hntb.com) (11/18/2020)

Name: Craig Denson
Title: CFO
Email: cdenson@hntb.com
Signature: 


cdenson@hntb.com(cdenson@hntb.com) (11/18/2020)

EXHIBIT A: SCOPE OF BASIC SERVICES

(Capital Projects)

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the Director.

General Description of Project: The City of San Jose (“City”) proposes to improve the U.S. 101/Mabury Road interchange project to conform with the Envision San Jose 2040 General Plan and the North San Jose Area Development Policy (“ADP”). The Project will include proposed roadway and bicycle/pedestrian improvements to the one or a combination of the following interchanges: U.S. 101/Mabury Road, U.S. 101/Berryessa Road, and U.S. 101/Oakland Road. The planning and design for the U.S. 101/Mabury Road Interchange Improvement Project consists of four phases in accordance with the California Department of Transportation’s (“Caltrans”) Project Development Procedures Manual (“PDPM”). The phases generally include services related to the preparation of the Supplemental Project Study Report (“SPSR”) for the Berryessa Alternative; Project Approval and Environmental Document (“PA&ED”); Plans, Specifications, and Cost Estimates (“PS&E”), all as required by Caltrans prior to construction. This Agreement includes services for the planning, analysis, technical reports, and document preparation necessary for the SPSR, PA&ED, public outreach, and preliminary engineering (35% PS&E). This Agreement includes full funding for Phase 1 – Project Development (Task 1 through 7). More specifically, the Consultant shall provide the following services listed below and corresponding completion dates shown in Table 1:

PHASE 1: PROJECT DEVELOPMENT

- ① Task 1 – Project Management
- ② Task 2 – Supplemental Project Study Report (“SPSR”)
- ③ Task 3 – Traffic Operations Analysis Report (“TOAR”)
- ④ Task 4 – Environmental Technical Studies
- ⑤ Task 5 – Project Approval
- ⑥ Task 6 – Environmental Document (Environmental Impact Report/Environmental Analysis [“EIR/EA”])
- ⑦ Task 7 – 35% PS&E

Table 1

PHASE 1 COMPLETION DATES

Task #	Task Description	Completion Date
1	Project Management	10/2/2024
2	Supplemental Project Study Report	11/5/2021
3	Traffic Operations Analysis Report	6/10/2022
4	Environmental Technical Studies	5/15/2024
5	Project Approval	7/10/2024
6	Environmental Document	10/2/2024
7	35% Plans and Estimate	7/10/2024

SCOPE CRITERIA

For the purposes of developing the scope of services for these tasks, the following criteria will be followed:

- ① Up to 12 alternatives will be developed during the stakeholder coordination and public outreach efforts. At the end of the public outreach efforts, one (1) No-Build Alternative and one (1) Build Alternative will be developed and evaluated through the PA&ED phase leading to an approved Build Alternative at the end of the environmental evaluation process.
- ① The Supplemental Project Study Report (SPSR) will screen 8 alternatives to 4 alternatives that will be carried into the PA&ED process. The 8 alternatives will use the TEPA to evaluate and rank each alternative for a quantitative comparison.
- ① The Traffic Operation Analysis Report (TOAR) will screen 4 alternatives to a single build alternative that will be carried into the Draft Project Report. The 4 alternatives will be evaluated using the approved 2045 traffic volumes to compare and rank each alternative for a quantitative comparison.
- ① The statement of Purpose and Need to be included in the Notice of Preparation (NOP) will be based on existing deficiencies in the project area. The project description in the NOP is intended to assist with scoping and building community interest in the project and will be general in nature (not more than three [3] pages in length); it is not intended to provide extensive project details. This scope of work assumes two rounds of concurrent City and Caltrans review and comment periods on the NOP before it is finalized for publication.
- ① The type of environmental document that will be prepared for this project will be an EIR/EA. The National Environmental Policy Act (NEPA) document will be a "routine" Environmental Assessment (i.e., not "complex")/Finding of No Significant Impact (EA/FONSI) and the California Environmental Quality Act (CEQA) document will be an EIR. If a higher level NEPA document (Environmental Impact Statement) is required, then a scope and fee adjustment will be necessary.
- ① Caltrans is assumed to be the lead federal and state agency for NEPA and CEQA compliance
- ① City reviews will progress concurrently with Caltrans' review of technical reports.
- ① Permits to enter will be facilitated/obtained by the City of San Jose and Caltrans.
- ① A moderately high level of public interest is anticipated for this project, and there are expected to be numerous comments on the draft environmental document. This scope of work assumes that the Consultant will prepare responses to not more than 200 individual review comments on a Draft EIR/EA. Long comment letters addressing multiple topic areas of the environmental document are counted as multiple individual comments.
- ① To obtain Caltrans approval of the EIR/EA, no more than three rounds of review will be required for the Draft and Final environmental documents. Each Draft EIR/EA submittal to Caltrans will include the External Quality Control (QC) form and Environmental Document Checklist. Revised submittals will also be accompanied by a comment/response matrix.
- ① Resource agency consultation assistance is included in this scope of work, including consultation with the State Historic Preservation Officer (SHPO) for impacts to historic properties. SHPO consultation will be led by Caltrans with support from the Consultant preparing the project materials.
- ① The scope includes a presentation at one (1) meeting of the air quality Transportation Conformity Working Group (TCWG) to evaluate whether the project is a Project of Air Quality Concern (POAQC). Preparation of the project POAQC forms for the TCWG meeting is included. It is assumed that the project will not be determined a POAQC. If the project is determined to be a POAQC and additional analysis (carbon monoxide hot-spot analysis) and TCWG coordination is required, additional scope and budget will be required. Separate consultation with the Bay Area Air Quality Management District is neither anticipated nor included in this scope of work.

- Consultant will coordinate publication of the notice with the appropriate newspapers.
 - The PA&ED phase scope of work and its associated cost estimate is based on the assumptions and understanding of the level of effort and required documentation for each of the environmental technical studies and reports detailed below. If additional studies are required in any technical area, a budget and scope amendment will be required.
 - The PA&ED phase scope of work and its associated cost estimate is based on the assumptions and understanding of the level of effort and required documentation for each of the environmental technical studies and reports detailed below. Additional cultural resource documentation or field identification efforts beyond what is described in the scope are not included. Environmentally Sensitive Area/Archaeological Monitoring Area action plans, Phase II evaluation of archaeological resources for National Register eligibility, or Phase III data recovery are not covered, and each would be conducted under a separate proposal and budget
- ⌚ Project deliverables will be prepared using Caltrans title blocks.
- ⌚ Project deliverables will be prepared in English units.
- ⌚ Project deliverables will be provided in PDF format with corresponding native files unless otherwise noted.
- ⌚ Review comments received from Caltrans will be entered into a standard excel comment matrix approved by Caltrans.
- ⌚ Public facing materials and the Draft and Final Environmental Document will be prepared to meet Section 508 of the Rehabilitation Act (Section 508) compliance standards.
- ⌚ Required technical studies and memos will not be prepared to meet Section 508 of the Rehabilitation Act (Section 508) compliance standards.

TASK 1 – PROJECT MANAGEMENT

Consultant, under this phase of the Agreement, shall provide project management for each task for the entire duration of the Agreement schedule. Management activities will consist of administration, coordination, supervision, project controls, attending meetings, and quality assurance and quality control (“QA/QC”) as stated below.

1.1 Project Management/Project Coordination

Consultant will perform the following project administrative duties:

- ⌚ Supervise, coordinate, and monitor activities and product development for conformance with Caltrans and the City’s standards and policies.
- ⌚ Assure compliance with other codes and standards, as acceptable to Caltrans and the City.
- ⌚ Prior to the start of any work, Consultant shall interface with Caltrans and City staff to ensure format consistency of all deliverable(s).
- ⌚ Coordinate in-house design staff and subconsultants to ensure free and timely flow of information for each task activity.
- ⌚ Prepare additional design services proposal as requested by the City.

Consultant shall not perform any extra work without prior written authorization from the City.

Consultant shall coordinate with agencies, as required, for project development.

Consultant shall coordinate planning and preliminary design effort with team members, including, but not limited to, the following:

- ① City
- ① Caltrans
- ① Affected utility companies including railroad companies
- ① Santa Clara County Department of Roads and Airports
- ① Federal Highway Administration (“FHWA”), if required
- ① Santa Clara Valley Water District (“SCVWD”), if required
- ① Public Utilities Commission (“PUC”), if required
- ① Private property owners

The cost proposal will be based on the following:

- ① Task covers all management activities during SPSR, PA&ED, and 35% PS&E.
- ① Caltrans will be responsible for direct regulatory agency consultation with the support and assistance from Consultant, as requested.

1.2. Maintain Project Files

Consultant shall maintain Project files in accordance with Caltrans’ Uniform Filing System.

1.3. Monthly Progress Reports and Invoices

Consultant will perform the following project administrative duties:

- ① Prepare and submit monthly progress reports that will identify work performed on each task in the preceding month. Percent completed compared to percent billed for each task shall be shown.
- ① Prepare a monthly summary of total charges made to each task. This summary shall present the contract budget for each task, reallocated budget amounts, prior billing amount, current billing, total billed to date, and total percent billed to date. An Engineering Progress and Performance Report (EPPR) or equivalent earned value analysis documentation will be attached as backup sheets that will include the Consultant’s charges to each subtask with an estimated percent completed of work.
- ① Provide a summary table indicating the amount of firm participation each month based upon current billing and total billed to date.
- ① Provide a monthly invoice by task that will present charges by staff member at agreed to hourly rates, expense charges, and subconsultant charges. Support documentation for the Consultant’s direct expenses and other charges will be attached.
- ① Prepare and submit quarterly Small Business Entity (SBE) Utilization reports and a Final SBE Utilization report.

1.4. Project Control

Consultant shall perform Project Control Activities:

- ① Prepare a detailed Critical Path Method (“CPM”) schedule to reflect plan and progress of work and to serve as a master schedule for the project. Consultant shall submit an updated electronic file schedule on a monthly basis to include key milestones and work completed.
- ① Prepare and maintain an Action Item Log.

- ④ Prepare and maintain a Data Request Log.
- ④ Prepare and maintain a Submittals Log Registry, which shall include scheduled and actual submittal dates, review periods, and receipt of comments.

1.5. Risk Register and Risk Management Plan

Consultant shall prepare a Risk Register and Risk Management Plan in accordance with Caltrans guidelines and requirements.

1.6. Develop and Maintain a Quality Control/Quality Assurance Plan

Consultant shall establish and maintain a Quality Management Plan (“QMP”) and procedures that meet the City’s QA Program requirements. Consultant shall conduct independent Quality Review of reports, plans, specifications, calculations, estimate, and other required deliverables. Consultant shall:

- ④ Submit a Quality Management Plan within twenty (20) calendar days after execution of contract, for the City’s approval, whereby the Consultant proposes to implement the requirements of this Agreement.
- ④ Ensure promulgation of and strict adherence to the approved QMP and procedures in the conduct of the work.
- ④ Subconsultants are required to subscribe to the Consultant’s approved QMP. Any waiver of this requirement must be approved by the City’s QA Manager on a case-by-case basis. If the City grants a waiver of this requirement, the subconsultant’s own QMP must be approved and certified by the Consultant as meeting the City’s QA Program requirements. The City’s approval of the subconsultant’s QMP is not required.
- ④ Convene and document quality reviews and make findings and corrective actions available for the City’s review.

1.7. Agency Coordination Meetings

Consultant will prepare for and attend the following meetings:

- ④ As-needed coordination meetings with Caltrans, City, and other agencies to resolve technical issues.

The cost proposal will be based on the following:

- ④ Participate in seven (7) agency coordination meetings.

1.8. Client Progress Biweekly Meetings

Consultant will prepare for and attend the following meetings:

- ④ Conduct client progress biweekly meetings and reporting.

The cost proposal will be based on the following:

- ④ Participate in one hundred (100) progress biweekly meetings.

1.9. Stakeholder Workshops/Presentations (Circlepoint, Apex Strategies, HNTB Scope)

Consultant will prepare content for and attend the following meetings:

- ① HNTB with support by Circlepoint scope: Consultant will hold up to 100 stakeholder outreach meetings. Consultant will prepare and maintain collateral materials relative to stakeholder outreach and external facing collateral material, including project fact sheets, public notification materials, project-specific website and updates, stakeholder database, project information phone line, and a project-specific email.
- ① Apex Strategies scope only:
 - Meetings with community stakeholder groups and adjacent property owners impacted by project likely to be up to 15 meetings- assumed to be virtual in 2020 and most of 2021. Apex Strategies would contact property owners/stakeholder groups by phone/email, schedule meetings and work with the team on the materials to be presented, develop a meeting agenda/outline, facilitate and document the meetings.
 - Up to eighteen (18) PDT meetings with city staff and project team
 - Apex Strategies will assist HNTB with preparation of the Public Outreach Plan document and overall strategy early on in the project with graphic support from HNTB. Work on the Public Outreach Plan will commence after an outreach specific kick-off meeting. Apex Strategies will develop the agenda and facilitate and document the kick-off meeting. The Public Outreach Plan will outline project communication protocols and clarify roles between the City, Caltrans and the Consultant team. It will outline in detail the timing and preparation needed for each community meeting and stakeholder outreach as well as protocols for social media.
 - Time is budgeted for Apex Strategies to speak with PDT members regarding project details separate of formal meetings and emails.
 - Apex Strategies will provide support for the public scoping meeting under this task. Meeting is assumed virtual only due to COVID-19 if it occurs in 2020 or most of 2021. Support will include developing the agenda and providing for suggestions for materials to be presented, attending two dry runs per meeting cycle (assumed to be virtual not in person) facilitate the meeting, and documentation of the meeting as appropriate.
 - Apex Strategies will attend one (1) preparation meeting for the public hearing and one (1) project kickoff meeting
- ① Circlepoint scope only:
 - Circlepoint will create a brand for the project to maintain a consistent look and feel across all deliverables
 - Circlepoint will attend one (1) 2 hour, in person or online public scoping meeting
 - Attend up to four (4), 2-hour, in-person meetings, as requested.
 - Attend up to four (4), 1-hour, online meetings, as requested
 - Attend up to four (4), 1-hour, in-person pop-up events, as requested.
 - Circlepoint will develop layout for meeting notices.
 - Circlepoint will develop a project fact sheet which will include a project overview and description, schedule and sequence of milestones, a project map showing the location of the project, and communication channels (email, information line, website) through which community members can obtain more information, share questions, concerns, and request being added to the project list.
 - Fact sheet will be updated up to two (2) times per year.
 - Circlepoint will update the project website up to two (2) times per month. The site will serve as the information center for those interested in the project and will be updated

regularly, with a clear hierarchy of information, including project background, fact sheet, site map, FAQ, updates, project sign-up form, and more.

- Maintain stakeholder database contact list
- Secure a court reporter for public scoping meeting as needed
- Secure interpreters for the public scoping meeting, as needed.

The cost proposal will be based on the following:

- ⌚ Circlepoint will not be responsible for determining scoping meeting locations and timing, securing and preparing equipment and venues, refreshments, waivers, and staffing.
- ⌚ 508 compliance for Circlepoint deliverables will cover accessible web content, sitemap, compliance color contrast, closed caption services, accessibility, and widget to improve web visibility of content and keyboard navigation.
- ⌚ The City will provide Consultant/Circlepoint with an existing list of contacts, which will serve as the foundation for the Stakeholder Database.
- ⌚ Circlepoint will amend the Stakeholder Database for the duration of the project, as new stakeholders request to be added.
- ⌚ The Stakeholder Inquiries Log will be updated as new inquiries and responses are issued.
- ⌚ One (1) formal scoping meeting will be conducted early in the process and one (1) public hearing for circulation of the draft environmental document (Public Hearing is covered under Task 6.7).
- ⌚ Circlepoint will attend one (1) project kick off meeting.
- ⌚ Translation of project updates is not covered.
- ⌚ If a scoping meeting is held in 2020 or 2021, it is assumed to be virtual.
- ⌚ Project website hosted by the City will be maintained, and HNTB and Circlepoint will be granted direct access to the City's server and website.
- ⌚ City staff will distribute approved notices and presentations via the project website, send email to the stakeholder distribution list, and social media channels.
- ⌚ Circlepoint will maintain the project website hosted by City. Circlepoint will require direct access to the City website back end to make minor content updates and maintain the site in a timely manner.
- ⌚ Stakeholder database will include a maximum of 2,000 entries with the initial list provided by the City.
- ⌚ Public Plan Outreach document – Apex Strategies will respond to one round of internal team review and one round from the City of San Jose.
- ⌚ Apex Strategies will participate in up to eighteen (18) PDT meetings for meetings with an emphasis on community outreach.
- ⌚ Apex Strategies will not be required to attend the full duration of every PDT meeting every month.

1.10. Project Development Team (PDT) Meetings (HNTB Scope)

Consultant will prepare for and attend the following meetings:

- ⌚ Monthly PDT meetings; Consultant will arrange the meetings, provide discussion materials, and prepare minutes.

- ① Prepare and submit meeting agendas to the City one (1) week prior to the meeting date. Prepare and distribute draft meeting minutes for City review within 10 working days after each meeting, allowing two (2) weeks for receipt of any comments. Prepare and distribute final meeting minutes to the PDT team incorporating relevant comments received on draft meeting minutes.

The cost proposal will be based on the following:

- ① HNTB to participate in forty-eight (48) monthly PDT meetings.

1.11. Executive Level Meetings

Consultant will prepare for and attend the following meetings:

- ① Provide support for milestone update meetings with City Council, board meetings and executive-level Caltrans meetings, if required.

The cost proposal will be based on the following:

- ① Attend eight (8) executive-level meetings/board meetings.

1.12. Outreach and Engagement Plan (HNTB Scope)

Consultant will develop an outreach and engagement plan covering target audiences; key messaging for all stakeholders, including multicultural and environmental justice communities; forums for engagement; key milestones for outreach implementation; social media protocols

The cost proposal will be based on the following:

- ① A Draft and Final Outreach and Engagement Plan will be developed.
- ① Perform one (1) update during the life of the project.
- ① All deliverables will undergo one revision cycle each (consolidated edits to be provided to Consultant by the City). A revision cycle includes substantive changes to the content or look and feel of a document but does not include minor grammar or layout adjustments.

DELIVERABLES FOR TASK 1 – PROJECT MANAGEMENT

The Consultant shall complete the following deliverables:

- ① Detailed CPM design schedule
- ① Meeting agendas and draft/final meeting minutes
- ① Action Item Log
- ① Data Request Log
- ① Submittal Registry
- ① Invoices and biweekly and monthly progress reports including an EPPR
- ① QA/QC Plan
- ① Risk Management Plan and Risk Register
- ① Draft and Final Outreach and Engagement Plan
- ① Agency coordination meetings
- ① Executive-level meetings/board meetings

TASK 2 – SUPPLEMENTAL PROJECT STUDY REPORT

2.1. Data Collection

Consultant will obtain and review available data and information necessary for planning and designing the project. This information may be obtained from the City, Caltrans, local agencies, utilities, and other agencies and organizations. Data to be reviewed includes the following:

- ① Any previous report(s) or documents related to the proposed project area
- ① As-built plans
- ① Utility information
- ① Aerial photos and any available mapping, including digitized topography
- ① Survey control data
- ① ROW information

2.2. Purpose and Need Statement/Project Description

Consultant team will reevaluate, and, if necessary, revise current purpose and need statement for this Project to align with City, Caltrans, and stakeholder goals and to accommodate the addition of the Berryessa interchange to the project. The purpose and need will be collaboratively developed by the Consultant, City, and Caltrans to establish concurrence. Considerations in establishing the purpose and need include:

- ① Identify the initial transportation deficiency.
- ① Define the objectives to be met in addressing the transportation deficiency.
- ① Meet system strategies as defined in state, regional, and local plans.
- ① Reflect community values.
- ① Accommodate the addition of the Berryessa interchange.

The purpose and need may be modified by the Consultant (with the approval of the City and concurrence from Caltrans) during the course of the SPSR development as other requirements and benefits arise. Consultant also will draft a working project description for use in the SPSR (Tasks 2.9 and 2.13).

2.3. Survey and Mapping (HMH Scope)

2.3.1 Survey Data Gathering

Consultant will research and collect existing data pertinent to design of the project, including record information, assessor's parcel maps, and records of survey to depict the approximate location of the existing ROW, property lines, easements. Consultant shall obtain copies of all relevant record maps, as-builts, and any other available information from City-owned facilities. Consultant shall obtain record drawings from Caltrans for state-owned facilities.

Existing ROW mapped as part of previous efforts will be checked for accuracy. Additional rights-of-way required for expanded project areas will be mapped for use based on available data and aligned to project control. Right of way Base Maps and Land Net will be prepared in Task 5.

Consultant will perform 2 weeks of supplemental field survey to collect other key features which may control major design elements. This work may include existing structures, major utility features, existing curb alignments and other major constraints.

Consultant will perform 1 week of field survey for local roadway features to supplement collected photogrammetric mapping. These areas will be drafted into the topographic base mapping for project use.

Consultant will conduct field topographic surveys conforming to North American Datum 1983 (NAD 83), California State Plane Coordinate System Zone III - U.S. feet (horizontal datum), and North American Vertical Datum 1988 (NAVD 88) – U.S. feet.

2.3.2. Aerial Topographic

Consultant will set premarks, perform control surveys, and engage an aerial photogrammetry firm to prepare topographic mapping that meets the Caltrans Photogrammetric Mapping Standards (ABC Process) sufficient for the SPSR, PA&ED, and PS&E phases.

The cost proposal will be based on the following:

- ④ To meet Caltrans standards, new topographic mapping will be prepared.

2.3.3. Utility Mapping

Consultant will contact utility providers in the area to request updated information regarding their facilities in the project area. Information received will be incorporated into the base mapping and used to identify high risk and low risk utilities and other information for the ROW Data Sheet. Potholing and assisting with the preparation of Utility Policy Variance Requests will not be performed with this task.

2.4. Develop Alternatives

Consultant will develop and prepare conceptual design exhibits up to 12 alternatives for proposed interchanges at Mabury/Taylor Roads, Berryessa Road, and Oakland Road. Where feasible, alternatives will feature elements that may enhance multimodal connectivity throughout the area, are low cost, have minimal ROW impacts and simple construction, and improve the weaving distance on U.S. 101 between I-880 and Oakland Road.

The 12 concept alternatives to be evaluated are listed as follows:

- ④ Alternative 1: Mabury/Taylor – Partial Cloverleaf
- ④ Alternative 2: Mabury/Taylor – Tight Diamond
- ④ Alternative 3: Mabury/Taylor – Diverging Diamond
- ④ Alternative 4A: Berryessa – Tight Diamond, Braided Ramps with Northbound Roundabout
- ④ Alternative 4B: Berryessa – Tight Diamond, Braided Ramps with Commercial Street Extension
- ④ Alternative 5: Berryessa – Diverging Diamond, Braided Ramps with Commercial Street Extension
- ④ Alternative 6: Berryessa – Tight Diamond with Frontage Road
- ④ Alternative 7: Local Road Improvements
- ④ Alternative 8: Berryessa/Mabury – Collector/Distributor Road
- ④ Alternative 9: Oakland – Partial Loop
- ④ Alternative 10: Oakland – Braided Ramps
- ④ Alternative 11: Oakland – Full Loop

Conceptual design exhibits will be prepared at a scale of 1":100' (full size) on a colored aerial photo base available from the City or other sources. Exhibits will show the alignment of bikeways, street improvements, proposed width of typical lanes, and other key features.

After preparation of the draft conceptual design exhibits, Consultant will participate in a single workshop review meeting with City staff to obtain comments regarding the alternative alignment concepts and make one (1) round of revisions to the proposed concepts based upon comments received. Consultant will prepare order-of-magnitude preliminary estimates of probable construction costs for each alternative and a list of advantages and disadvantages to assist the City in evaluating the alternatives.

Consultant will present the updated conceptual design, including exhibits, estimates, and advantage/disadvantage lists, at one (1) meeting with the City, Caltrans, and other agency staff for the City to determine the locally preferred concept.

Based on PSR requirements, Consultant will develop the geometric alignments and typical sections for the locally preferred concept to include a Class I or IV bicycle/pedestrian facility. Consultant will prepare conceptual plans and typical sections showing enhanced bicycle and pedestrian features of the locally preferred concept. This locally preferred concept will be the single "Build Project" to be included in the PA&ED phase.

The Consultant will review up to eight (8) alternatives at a high-level using existing and available data, planning "rules-of-thumb" for interchange designs for all modes, and ability to meet the purpose and need of the project.

2.5. Perform Initial Engineering of Alternative Analysis

2.5.1 Review and Compile Available Traffic Data (Fehr & Peers and HMM Scope)

The Consultant will review recent transportation studies completed in the project study area to determine existing and future year travel demand forecasts (vehicle, bicycle, and pedestrian) for the project location. Some of the studies that will be reviewed include:

- 🕒 The Flea Market Traffic Impact Assessment
- 🕒 Berryessa Multimodal Plan
- 🕒 Mabury Road Design Information Bulletin ("DIB") 77

Based on the initial review of available transportation documents, the existing and travel demand forecasts from other local projects will be used for the purposes of this task. New traffic data (e.g. vehicle counts, pedestrian counts, etc.) is not included in this phase of the work; however, new counts will be performed as part of the Traffic Operations Analysis Report (Task 3).

2.5.2. Qualitative and High-Level Assessment of Project Alternatives (Fehr & Peers and HMM SCOPE)

The Consultant will work with the PDT to perform a high-level assessment of the Project Alternatives to identify which alternatives best meet the purpose and need of the project. The analysis will involve a comparative assessment of the alternatives and will examine a wide range of factors that may include the following:

- 🕒 Bicycle and pedestrian facilities and connectivity
- 🕒 Transit facilities and connectivity
- 🕒 Mainline traffic operations

- Weaving segments
- Auxiliary lanes
- Ⓟ Local street traffic operations
 - Weaving segments
 - Freeway on-ramp storage
 - Roadway capacity

In consultation with the Project Development Team (“PDT”), The Consultant will develop an evaluation matrix that will be used to rank the alternatives based on their potential to meet the purpose and need of the project and their potential benefit to bicycle/pedestrian circulation, transit, mainline traffic operations, and local street traffic operations.

2.6. Traffic Engineering Performance Assessment (“TEPA”) (Fehr & Peers Scope)

The Consultant will prepare an assessment in accordance with Caltrans requirements for a TEPA as discussed in the Caltrans Project Development and Procedures Manual, Appendix S. This effort will document preliminary traffic engineering findings and estimates on the potential scope of work and features, potential performance benefits and deficiencies, scope and magnitude of traffic engineering work (traffic forecasting, modeling, analysis and evaluation) to be performed during the PA&ED phase.

Consultant will prepare the TEPA using relevant data and information from existing sources to describe current and future conditions; existing information considered includes:

- Ⓟ U.S. 101 Express Lanes Forecast and TOAR
- Ⓟ The Flea Market TIA
- Ⓟ Berryessa Multimodal Plan
- Ⓟ Mabury Road DIB 77

Other existing sources may include Caltrans Traffic Census, PeMS, HOV Lane Report, Truck Volume Book, VTA CMP Monitoring Report, TASAS accident database, HiCOMP Report, Caltrans and MTC tachometer run data, and other recent regional and local studies.

As part of the Mabury Road DIB 77 analysis prepared by Fehr & Peers in 2017, a background conditions AM and PM peak hour Synchro traffic analysis model was developed. Existing and Design Year No Project Conditions will be based on readily available data. Once the alternatives to be studied in the TEPA are identified (up to four alternatives), the study intersections will be identified for each Project alternative. It is anticipated that only ramp terminal intersections modified by a Project Alternative would be evaluated in the TEPA. This scope assumes that up to four (4) intersections per Project Alternative, to be determined in consultation with the Project Development Team, will be evaluated as part of the TEPA. The intersections will be evaluated using Synchro for the AM and PM peak hours. If necessary, freeway operations within the study area will be based on planning level volume to capacity ratios. Per the TEPA guidelines, a detailed traffic evaluation will not be performed under this task. Instead, detailed traffic operations analysis will be performed as part of the TOAR.

The TEPA will also identify any further data collection and traffic analysis to be performed as part of the subsequent PA&ED phase. The results will be documented using the report template presented in the PSR/PDS guidelines. A draft will be submitted to the City, VTA, and Caltrans for review and written comments. The Final TEPA will incorporate City, VTA, and Caltrans comments for approval.

This task assumes attendance at up to one (1) in-person meetings.

2.7. Interchange Control Evaluation (“ICE”) (Fehr & Peers Scope)

Consultant will prepare an Intersection Control Evaluation to objectively evaluate and screen intersection control and access at the following intersection(s):

- ① U.S. 101/Mabury Road
- ① U.S. 101/Berryessa Road
- ① U.S. 101/Oakland Road

The Consultant will perform a roundabout planning level evaluation using design year peak hour volumes (either AM or PM depending on which is highest) at each study ramp terminal intersection to determine if a roundabout is a viable option. The evaluation is based on Exhibit 3-14, Roundabouts: An Informational Guide Second Edition (NCHRP Report 672). At locations where a roundabout is deemed a viable option, an analysis using SIDRA 8 will be performed to determine traffic operations for the design peak hour. The results from the SIDRA 8 analysis will be provided to the project team for inclusion in the Intersection Control Evaluation summary.

This task assumes attendance at up to one (1) in-person meetings.

2.8. Storm Water Data Report (“SWDR”) (HMH Scope)

Consultant will prepare a project-specific Project Initiation Document (“PID”) level preliminary SWDR in accordance with Caltrans’ SWDR guidelines. A “Long Form” SWDR may be required. Preparation of the SWDR will define the appropriate types of Best Management Practices (“BMPs”) for the project, including costs for the BMPs, and it will identify additional ROW to accommodate temporary and permanent BMPs, if required. The report shall be prepared to Caltrans PSR level standards and submitted to the City and Caltrans for approval.

2.9. Supplemental Preliminary Environmental Analysis Report (“PEAR”) (DJPA and HNTB Scope)

Consultant and Consultant’s environmental impact subconsultant will prepare a supplemental PEAR, which will serve as an attachment to the SPSR. The PEAR will be written to comply with Caltrans’ PEAR Handbook and will conform to the latest PEAR format, as published on the Caltrans Standard Environmental Reference (“SER”). Windshield surveys may be required in addition to new literature searches to support the SPSR/PEAR.

The PEAR will provide a brief qualitative description of potential environmental resources and issues that could affect the recommended alternative, including level of CEQA/NEPA document needed, required supporting technical studies for the environmental phase, schedule considerations, and types of permits that may be required. Potential mitigation costs also will be identified at an order-of-magnitude level. This scope of work includes two draft versions of the PEAR and two draft versions of the final PEAR.

2.10. Traffic Management Plan (“TMP”) Data Sheet

Consultant will prepare a TMP Data Sheet and Checklist in accordance with Caltrans PSR requirements for inclusion within the Draft PSR consistent with current Caltrans policies. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, and review of construction strategies.

2.11. Row Data Sheet

Consultant will prepare ROW Data Sheet for up to four (4) alternatives showing ROW and utility relocation requirements in conformance with Chapter 4 of the Caltrans' Right of Way Manual for inclusion within the Draft PSR.

2.12. Cost Estimate

Consultant will prepare preliminary project cost estimates for the alternatives in accordance with Caltrans' requirements. This will include construction costs (roadway and structures), ROW costs, and an estimate of future project development activity costs (environmental, engineering, and construction administration).

The preliminary project cost estimate will be in English units and presented in the Caltrans 6-page format.

2.13. SPSR

Consultant will prepare a SPSR in accordance with Caltrans PDPM on the PSR process.

2.13.1. Prepare Supporting Documents

Consultant will prepare supporting documentation required for the SPSR. This includes but is not limited to the following:

- ① Location and/or vicinity map
- ① Geometric plans/typical sections
- ① Storm Water Data Report ("SWDR")
- ① Environmental documentation
- ① Traffic Management Plan ("TMP") Data Sheet and Checklist
- ① ROW Data Sheet
- ① Preliminary project cost estimate
- ① Risk Register

2.13.2. Prepare Administrative Draft and Draft SPSR

Consultant will prepare the Administrative Draft and Draft SPSR in accordance with Caltrans PDPM on the PSR process. An Administrative Draft will be submitted to the City for review and written comments prior to a Draft submittal to Caltrans for review and written comments.

2.13.3. Prepare FINAL SPSR

Following Caltrans review, Consultant will facilitate the resolution of any new significant issues affecting the project's cost, scope, or schedule and update the SPSR accordingly for approval.

DELIVERABLES FOR TASK 2 – SUPPLEMENTAL PROJECT STUDY REPORT

The Consultant shall complete the following deliverables:

- ① Traffic Engineering Performance Assessment (TEPA)
- ① Interchange Control Evaluation (ICE)
- ① Evaluation Matrix
- ① Storm Water Data Report (SWDR)

- ① Supplemental Preliminary Environmental Analysis Report (PEAR) (Draft/Final)
- ① Transportation Management Plan (TMP) Data Sheet and Checklist
- ① ROW Data Sheet
- ① Preliminary project cost estimate
- ① Risk Register
- ① SPSR (Administrative Draft/Draft/Final)

TASK 3 – TRAFFIC OPERATIONS ANALYSIS REPORT (FEHR & PEER SCOPE)

The Consultant team will provide travel forecasting and traffic operational analysis services to support the preparation of the Project Report (“PR”) and Environmental Document (“ED”). This will include preparation of a Traffic Operations Analysis Report (“TOAR”).

Key elements of the traffic studies are as follows:

- ① The Traffic Analysis and Methodology Memorandum will include two important approaches:
 - An approach to define the ramp metering rates that will be used in this project under each scenario for each metered on-ramp within the study area; and
 - An approach to collect data and establish an Existing Conditions that addressed concerns related to the COVID-19 effect on travel.
- ① The analysis will include Existing Conditions plus two horizon years – opening year and design year. These are initially defined as 2025 and 2045.
- ① Two forecasting documents will be submitted for PDT review: the base year validation memorandum and the horizon year forecasts memorandum.
- ① The TOAR will include a vehicle miles traveled (“VMT”) estimate based on Caltrans’ guidelines for roadway projects (anticipated to be finalized by the time the TOAR begins).

3.1. Methodology Memorandum

The Consultant will submit a Traffic Analysis and Methodology Memorandum for City, VTA, and Caltrans review and approval that will document the data collection plan (as outlined in Task 3.2), study locations, forecasting approach, and analysis methods. It is anticipated that the decision to use VISSIM as the primary analysis tool will be confirmed under this task. The Consultant will also include the proposed methodology and assumptions for establishing future year ramp metering rates within the study area for Caltrans staff review and approval.

This task assumes attendance at up to one (1) in-person meeting.

3.2. Traffic Data Counts

As soon as the traffic analysis assumptions and methodology memorandum is approved by the PDT, counts will proceed to reduce potential for delay. The counts and data necessary to determine the setting for existing conditions may need to be adjusted in light of COVID-19. Any changes beyond those listed below may result in additional services.

The following data is currently proposed:

- ① New midweek AM (5:00 AM – 11:00 AM) and PM (2:00 PM – 8:00 PM) study period turning movement counts (vehicle, bus, truck, bicycle, and pedestrian) at the study intersections.

- ① New midweek AM (5:00 AM – 11:00 AM) and PM (2:00 PM – 8:00 PM) study period U.S. 101 counts (including HOV lane) at two (2) overcrossings within the study area.
- ① New midweek 48-hour tube counts at each U.S. 101/Oakland Road, U.S. 101/McKee Road, and U.S. 101/Santa Clara Street ramps (12 ramp locations).
- ① New midweek 48-hour tube counts at the Oakland Road, Berryessa Road, Mabury Road, McKee Road, and Santa Clara Street overcrossings.
- ① Most recent ramp and mainline data from Caltrans on U.S. 101 between SR-85 and I-880.
- ① Recent PeMS data on U.S. 101 and ramps within the study area.
- ① New single day midweek AM (6:00 AM – 9:00 AM) and PM (3:00 PM – 6:00 PM) peak period occupancy counts (drive-alone vehicles, carpool with two passengers, carpool with three or more passengers, vanpool, buses, motorcycles, and trucks) at each on-ramp for the Oakland Road, and McKee Road interchanges.
- ① New single day midweek AM (6:00 AM – 9:00 AM) and PM (3:00 PM – 6:00 PM) peak period occupancy counts (drive-alone vehicles, carpool with two passengers, carpool with three or more passengers, vanpool, buses, motorcycles, and trucks) on northbound and southbound U.S. 101 at one of the overcrossings within the study area (i.e., Oakland Road, Berryessa Road, or Taylor Street).
- ① INRIX speed data on U.S. 101 to determine existing travel speeds on the corridor. New travel time runs (floating car) will not be performed.
- ① StreetLight data to determine existing travel patterns and origin-destination data within the study area.

The Consultant will conduct site reconnaissance of the project location and surrounding roadway network to review existing intersection control, lane configurations, traffic signal timings, HOV percentages and other roadway characteristics. The Consultant will observe study period traffic operations and vehicle queue lengths to help calibrate/validate the traffic operations models.

The Consultant will prepare a collision summary based on Caltrans TASAS data for the most recent available three-year period for U.S. 101 in the study area, compile the collected data, and evaluate for reasonableness.

3.3. Existing Condition Analysis

Under this task, the Consultant will prepare a summary of existing traffic operating conditions within the study area for the weekday AM and PM study periods. This task is comprised of the following key subtasks:

- ① **Compile Background Data** – The Consultant will compile new traffic data and available traffic information related to the study area. Relevant information may include volumes (autos, trucks, pedestrians, and bicyclists), congestion patterns, travel times and speeds, HOV and Express Lane usage, collision rates, and metering rates. Existing sources may include Caltrans Traffic Census, PeMS, HOV Lane Report, Truck Volume Book, TASAS accident database, and other recent regional and local studies.
- ① **Develop Traffic Demand Estimates** – Traffic counts and observations of bottlenecks and queuing will be used to estimate a set of balanced, travel demand volumes (in 15-minute time slices) for both the AM and PM study periods.
- ① **Develop Existing Conditions AM and PM Study VISSIM Model** – Using the data compiled or collected in this task, the Consultant will develop an AM and PM study period simulation model and then use the model to generate existing year Measure of Effectiveness (MOE). The VISSIM

model will be calibrated and validated to existing traffic conditions within Caltrans-accepted tolerances for traffic operations models. MOEs may include density, mainline level of service, travel times and speeds, vehicle and person hours of delay, and intersection delay, level of service, and 95th percentile queue lengths.

- ⌚ **Prepare Existing Conditions Report** – The Consultant will summarize the data collection, VISSIM model calibration/validation, and existing traffic operations as part of the Existing Conditions Report. The Consultant will submit a Draft Existing Conditions Report and will respond to one (1) round of written comments and prepare the Final Existing Conditions Report.

This task assumes attendance at up to two (2) in-person meetings.

3.4. Validation Memorandum

The Consultant will document in the Traffic Analysis and Methodology Memorandum that they intend to utilize the latest available VTA model to first validate the existing year (2020) model and then use the validated model to develop design year and opening year peak period/hour traffic forecasts.

The base year validation will include checking and updating the model inputs, limited to highway network and land use input as follows:

- ⌚ Highway network will be reviewed along 25 study intersections and U.S. 101 freeway segments listed in this task. Following checks will be performed and where necessary the network will be updated:
 - Missing links and intersections:
 - All highway networks will be reviewed to ensure the highway links and study intersections are coded.
 - Number of lanes:
 - Existing year highway network will be checked against readily available aerial images.
 - Future year configurations will be updated as specified in the City's Capital Improvement Plan.
 - Posted speed:
 - Existing year posted speeds will be checked against field observations.
 - Future year posted speeds will be updated as specified in the City's Capital Improvement Plan.
 - Facility Type:
 - All highway networks will be reviewed for consistency in facility type coding. Abrupt changes will be flagged and checked against the published City's Capital Improvement Plan.
- ⌚ The land use data will be reviewed for the major Traffic Analysis Zones within the City and compared to the existing City General Plan. The data will be summarized in table and updated where necessary. Following land use variables will be reviewed:
 - Total Households
 - Total Employment and Employment by Type
 - Total Household Population
 - School Enrollment

- College Enrollment

The Consultant will perform a model recalibration and sub-area validation using the existing data collected for this project to check the model's results within the study area. The Consultant will validate the base year model forecasts using the validation criteria presented in the 2010 Caltrans Regional Transportation Plan Guidelines. The Consultant will review the results with Caltrans and if the revised model meets the specified validation targets, proceed with the future year forecasting. If the revised model still does not fully meet all of the targets, the Consultant will review the progress made with Caltrans and request approval to proceed with forecasting. The Consultant will submit a Draft Model Validation Report and will respond to one round of written comments and prepare the Final Model Validation Report.

This task assumes attendance at up to one (1) in-person meeting.

3.5. Prepare Traffic Forecasts

The Consultant will prepare the design year forecasts using the validated/calibrated model.

The Consultant will calculate the growth in link volumes projected by the model between the base year and the design year and add that growth to the existing volumes to determine design year volumes for the AM and PM study periods. The Consultant will first develop the design year forecasts for No-Build conditions. They will also develop the traffic forecasts for the Build Alternatives through manual redistribution of No-Build forecasts to reflect the roadway geometry of the Build Alternatives. Depending on the Build Alternative it may become necessary to do a model run with the Build Alternative if there is a reasonable expectation that the Build Alternative may induce new vehicle travel as opposed to just redistributing traffic within the study area. The Consultant will develop the opening year forecasts through linear interpolation of existing and design year forecasts.

The Consultant will document the input assumptions from the forecasting model, address issues noted during the model validation, and submit the resulting draft traffic forecasts and technical memorandum to Caltrans for one (1) round of review and written comments. The Consultant will respond to written comments and final traffic forecasting memorandum for review and approval before proceeding to the future year operations analysis.

This task assumes attendance at up to one (1) in-person meeting.

3.6. Prepare TOAR

3.6.1. Future Year Operations Analysis

The Existing Conditions traffic models will be updated with the future year traffic forecasts to develop Opening Year and Design Year traffic operations analysis models for No-Build and up to four (4) Build Alternatives. The same MOEs presented under Existing Conditions will be presented for the opening and design year.

The Consultant will qualitatively assess bicycle, pedestrian, transit, and potential neighborhood impacts due to the proposed interchange modifications. The Consultant will work with the PDT to develop a list of metrics appropriate for use in this evaluation. The Consultant will use project traffic data to qualitatively assess conditions and provide feedback to the PDT.

3.6.2. TOAR

The Consultant will prepare documentation of the existing conditions analysis, traffic forecasts, and the future year operations analysis into a consolidated Administrative Draft TOAR. The Consultant will submit the Administrative Draft TOAR to the City for one round of review and written comments. The Consultant

will respond to consolidated written comments and prepare the Draft TOAR to submit to Caltrans for one round of review and written comments. The Consultant will respond to consolidated written comments on the Draft TOAR, reconcile comments with reviewers, and submit Final TOAR for final agency review. The Consultant will submit the final report in both hard copy and electronic format.

The Project may lead to a measurable increase in VMT based on studies that have demonstrated a causal link between highway capacity increases and VMT increases. The VTA Travel Demand Model and the technical guidance provided in the CEQA Guidelines (December 2018) will be used to estimate the No-Build and Build VMT.

This task assumes attendance at up to three (3) in-person meetings.

The available Data to be provided by the City, VTA, and/or Caltrans:

- ① Ramp volume data for freeways ramps in study area (data is less than 3 years old) from Caltrans
- ① Freeway segment volume data for U.S. 101 in the study area (data is less than 3 years old) from Caltrans
- ① Traffic forecasting model from VTA
- ① Intersection counts (data is less than 2 years old)
- ① INRIX speed data
- ① TASAS collision history

3.7. Design Information Bulletin (“DIB”) 77

Following the development of the conceptual alternatives, Consultant will evaluate the requirements set forth in Caltrans DIB 77 and identify features that do not meet current Caltrans Design Standards.

DELIVERABLES FOR TASK 3 – TRAFFIC OPERATION ANALYSIS REPORT (FEHR & PEER SCOPE)

The Consultant shall complete the following deliverables:

- ① Traffic Assumptions and Methodology Memorandum (Draft/Final)
- ① Existing Conditions Report (Draft/Final)
- ① Base Year Validation Memorandum (Draft/Final)
- ① Traffic Demand Forecasting Memorandum (Draft/Final)
- ① TOAR (Draft/Final)

TASK 4 – ENVIRONMENTAL TECHNICAL STUDIES (DJPA, HNTB SCOPE)

All studies (deliverables) noted below will be prepared in compliance with the latest Caltrans SER content and format requirements. Two (2) drafts and one (1) final version will be produced for each report. In addition to any focus specific meetings DJPA will be available to attend up to four (4) additional focus meetings with Caltrans and or the City on topics as needed.

4.1. Notice of Preparation (DJPA Scope)/Environmental and Existing Conditions Memorandum (HNTB Scope)/Scoping Meeting (HNTB and DJPA Scope)

Consultant will prepare a draft NOP in accordance with CEQA requirements. Consultant will prepare an existing conditions report based on the Supplemental PEAR report. Consultant will coordinate with the

City and Caltrans on the preparation and execution of one (1) public scoping meeting and scoping meeting summary report.

The cost proposal will be based on the following:

- ④ Existing Conditions memo will be based on the PEAR and Supplemental PEAR and will not require addition research.
- ④ One (1) scoping meeting will be held to meet CEQA and NEPA requirements and will follow, as applicable, the guidelines for public meetings in the most recent version of the Caltrans Project Development Procedures Manual and any executive orders issued through the governor's office.
- ④ Scoping meeting may be held virtually or in person.
- ④ HNTB scope: Draft and Final Scoping Meeting Summary Report will be prepared.

4.2. Purpose and Need/Project Description (DJPA, HNTB Scope)

Consultant will update the project purpose and need statement in coordination with the City, Caltrans, and PDT. Once consensus has been reached on the project alternatives for study, Consultant will prepare a revised project description for review and acceptance by the City, Caltrans, and PDT.

The cost proposal will be based on the following:

One (1) minor change may be made following the initiation of the technical studies.

4.3. Community Impact Assessment (CIA) (HNTB Scope)

The Consultant-prepared CIA will cover at a minimum land use and growth, consistency with state, regional, and local plans and programs; parks and recreations facilities; growth screening analysis; community character and cohesion analysis; community facilities; relocations and real property acquisitions; utilities, public services, and emergency services; environmental justice communities analysis; and community values/stakeholder outreach efforts.

4.4. Section 4(f) Evaluation (DJPA Scope)

Consultant will prepare the Section 4(f) Evaluation as an Appendix to the EIR/EA following the requirements of the SER. It is anticipated that a de minimis Section 4(f) Evaluation will be required for one (1) property.

The cost proposal will be based on the following:

Section 4(f) Evaluation will be needed for up to one (1) property.

4.5. Air Quality Analysis, Green House Gas, And Conformity Report (DJPA Scope)

Consultant will prepare an Air Quality Report following Caltrans and FHWA guidance. The report will address the State Implementation Plan ("SIP") conformity requirements, local air quality impacts, greenhouse gas ("GHG") emissions, and construction impacts.

The cost proposal will be based on the following:

- ④ Mobil Source Air Toxics Report ("MSAT"), if needed, can be included as part of the Air Quality Study and will be based on FHWA guidance and UC Davis guidelines.

- ① Project will not be found to be a POAQC by the Air Quality task force and a qualitative analysis will be provided.
- ① The carbon monoxide (“CO”) hot-spot analysis will be qualitative.
- ① Transportation Consultant will provide peak and off-peak and VMT broken down by speed and truck percentages.
- ① The latest CT-EMFAC model will be used to compute criteria air pollutant and GHG emissions.
- ① The Air Quality Consultant (Illingworth and Rodkin) may prepare materials, attend, and present at a MTC POAQC task force meeting, as needed.
- ① Consultant will be available to attend one (1) technical review meeting with Caltrans to discuss results.

4.6. Noise Study Report (NSR) (DJPA Scope) and Noise Abatement Decision Report (NADR) (DJPA, HNTB Scope)

The Consultant will conduct a traffic noise study in accordance with the Traffic Noise Analysis Protocol developed by Caltrans. The protocol requires identification of noise impacts at different types of activity areas affected by the project. The Noise Study Report will address both state and federal noise abatement criteria and evaluate noise impacts in accordance with CEQA pursuant to policies set forth in the local general plans.

The cost proposal will be based on the following:

- ① The Noise Consultant (Illingworth and Rodkin) will assist HNTB with preparation of the NADR by providing technical data.
- ① HNTB will prepare the NADR for Caltrans review and approval.
- ① Consultant will be available to attend one (1) technical review meeting with Caltrans to discuss results.

4.7. Biological Assessment (HNTB Scope)

It is anticipated that up to one (1) Biological Assessment will be prepared to support threatened and endangered species consultation with the National Marine Fisheries Service (“NMFS”).

The cost proposal will be based on the following:

- ① NMFS reviews of the Biological Assessment will produce a Biological Opinion within the 135-day window.

4.8. Natural Environmental Study (NES) (HNTB Scope)

This task includes the preparation of a Caltrans NES to describe the existing biological environment and how the project alternatives affect that environment. The Consultant will prepare the NES in accordance with NES templates and guidance provided on the SER website.

The cost proposal will be based on the following:

- ① Two (2) creek crossings would need to be accounted for.

4.9. Aquatic Resources Delineation Report (ARDR) (WRECO Scope)

Consultant will perform a wetlands delineation in accordance with Code of Federal Regulations definitions of jurisdictional waters, the United States Army Corps of Engineers' ("USACE") 1987 Wetlands Delineation Manual, and the Arid West Regional Supplement. Waters of the State protected under the Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.) will also be delineated and included in the Aquatic Resources Delineation Report. The Aquatic Resources Delineation Report will include maps delineating potential jurisdictional features and photo representation as required by the USACE's guidance. Consultant will assist Caltrans with coordination with the USACE to obtain verification of USACE jurisdiction.

The cost proposal will be based on the following:

- ⌚ Wetlands will be recorded in the Caltrans required ARDR format.
- ⌚ Aquatic Resources Delineation only in public right-of-way or where PTE has been obtained
- ⌚ Includes limited hours for consultation with USACE or the Regional Water Quality Control Board (RWQCB) (One field meeting each for USACE and RWQCB and one coordination meeting to address comments). If additional hours are needed, Consultant will provide additional scope and fees.
- ⌚ This scope does not include tasks or fees associated with the identification or quantification of impacts to aquatic resources or location of mitigation for impacts to biological resources.

4.10. Tree Survey (WRECO Scope)

Consultant will conduct a field tree survey for all trees located within the Project limits. Trees greater than 4 inches in diameter breast height ("dbh") will be tagged and numbered. Each tagged tree will be documented by its tag number, species identification, and dbh. After the field survey, WRECO will perform the mapping of each tagged tree in relation to the Project footprint. This information will be provided to the Project Team in GIS format.

The cost proposal will be based on the following:

- ⌚ One (1) tree survey to identify the number, location, and species of trees will be performed.
- ⌚ Trees will only be surveyed within the public's right-of-way or where PTE (permission to enter) has been obtained for trees that will be impacted.

4.11. Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) (DJPA Scope)

Consultant will prepare a PIR to SER guidelines including a records review, existing conditions review, and sensitivity analysis.

The cost proposal will be based on the following:

- ⌚ A Paleontology Management Plan will not be required.

4.12. Floodplain Evaluation Report (WRECO Scope) and Location Hydraulic Study (LHS) (WRECO Scope and HMM Scope (Survey only))

Based on Consultant's preliminary qualitative assessments, the Project may result in a floodplain encroachment. Consultant will prepare a Floodplain Evaluation Report, which will include the Technical Information for the Location Hydraulic Study and Floodplain Evaluation Report Summary forms, to document the investigation and determine the specific impacts to the floodplain and necessary avoidance, minimization, and/or mitigation measures.

Consultant will perform 2 weeks of supplemental field survey to collect creek cross sections on Coyote Creek and Lower Silver Creek to support the Location Hydraulic Study, if required.

4.13. Water Quality Assessment Report (WQAR) (HNTB Scope)

In order to provide the existing physical and regulatory environment information for the water quality section of the PA&ED, the Consultant will prepare a WQAR following Caltrans template. The Consultant will evaluate the water quality impacts for the proposed alignment and recommend possible minimization measures to reduce the adverse impacts to water quality.

4.14. Hazardous Materials-Waste-Initial Site Assessment (ISA) (Parikh Scope)

Consultant and Consultant's geotechnical engineering subconsultant also will prepare a Phase I Initial Site Assessment ("ISA") study report for the proposed interchange. The study will cover the general footprint of the proposed improvements, using a 1.0-mile radius from the center of the project for the data search. The ISA study update will be prepared to identify potentially hazardous waste sites and evaluate environmental factors that may have impacted the soil's groundwater quality within the project limits. The study will include data collection and documents research, including historical land use based on the study of aerial photographs and other relevant documents. The data research will be ordered from Environmental Data Research Inc. (EDR Inc.) for the proposed project. No field exploration and/or testing are included in this phase of the work. Phase 2 hazardous materials Testing is NOT included in this scope and can be performed after the design alternates are confirmed down during the PS&E Phase.

4.15. Archaeological Survey Report (DJPA Scope)

Consultant will prepare an ASR to SER guidelines including an Area of Potential Effect map, Native American coordination, buried site sensitivity analysis, pedestrian survey results, and a records search at the Northwest Information Center.

The cost proposal will be based on the following:

- ① APE and or project description may be change or be modified up to 3 times during the PA&ED phase. One additional fieldwork event related to an APE change is covered.
- ① No archaeological sites on the surface will be found during field survey.
- ① The project area is known to be archaeologically sensitive; therefore, Extended Phase I subsurface testing is likely to be required. Identification of one (1) buried site is assumed with recordation on a Department of Parks and Recs (DPR 523) standard form and no collection of materials.
- ① Three (3) review rounds per document budgeted.
- ① Native American consultation, as required as part of the federal Section 106 cultural resources process under the National Historic Preservation Act and AB 52, and consistent with Caltrans requirements will be undertaken as part of the ASR.
- ① Archaeology Phase II investigations and/or Data Recovery investigations and reporting will not be needed.
- ① Archaeologist subconsultant (Farwestern) will be available for up to three (3) in-person or virtual technical focus meetings with the City and/or Caltrans.

4.16. Extended Phase 1 Testing Plan and Report (DJPA Scope)

Consultant has identified a high potential for buried archaeological sites based on soils mapping. Pending the results of in-depth archival research and buried archaeological site assessment, it may be

determined that additional subsurface excavation is required. In the event this work is required, Consultant will prepare a Caltrans (SER compliant)-formatted Extended Phase I testing Plan proposal, conduct fieldwork, laboratory analysis, and document results in a technical report of findings.

The cost proposal will be based on the following:

- ① It is assumed that one buried site will be identified; no materials will be collected as part of the Extended Phase I Study.
- ① Survey and subsurface testing will occur during one field rotation to the extend possible.
- ① The Extended Phase I Study would require 10 hydraulic continuous cores and limited backhoe trenching. The estimated cost for this task, if needed, will require revision following finalization of the APE, project description, and buried site sensitivity analysis.

4.17. *Historic Resources Evaluation Report (“HRER”) (DJPA Scope)*

This task will cover a built environmental records search and survey, relevant historical society outreach, and summary of results.

The cost proposal will be based on the following:

- ① Buildings/structures will be evaluated to determine if they qualify as historic resources. We assume up to 20 historic era architectural resources will be surveyed and evaluated.
- ① JRP will prepare up to 20 DPR 523 forms that will inventory and evaluate buildings, structures, and objects built in or before 1975 (i.e., that are 45 years old or older at the time of survey) within the Architectural APE.
- ① The project team will assist JRP with access to records for buildings and structures as needed for historic evaluation.
- ① One (1) additional field work event is covered if the APE changes substantially after initiation of technical studies.
- ① JRP will be available for one in person or virtual technical focus meeting.

4.18. *Historic Properties Survey Report (HPSR) (DJPA Scope)*

The Consultant will prepare the HPSR summarizing the findings of the HRER and ASR. The HPSR will also document public participation efforts for Section 106 compliance.

4.19. *Finding of Effect (DJPA and HNTB Scope)*

The Consultant will prepare a Finding of Effect (“FOE”) report if required (if it is determined the project will adversely affect one (1) historic property). The FOE will assess project effects on historic properties, applying the Criteria of Adverse Effect 36 CFR 800.5, and will analyze and address up to two (2) Build Alternatives and may need to briefly discuss alternatives that were considered but rejected. As part of this task, the Consultant will review project options and alternatives as they relate to the historic character-defining features of historic properties.

The cost proposal will be based on the following:

- ① Up to three (3) additional visual simulations may be required to support the FOE and or updates to the Visual Impacts Assessment (VIA).

- ⌚ Schedule and budget include time and cost to assist Caltrans in the preparation of a Memorandum of Agreement to resolve Adverse Effects as needed. We assumed a two month SHPO review period for the Memorandum of Agreement (MOA).

4.20. Memorandum of Agreement (HNTB Scope)

Consultant will provide assistance to Caltrans in the preparation of a MOA, if needed.

4.21. Visual Impact Analysis (VIA) (HNTB Scope)

The Consultant will conduct an analysis of visual impacts as a result of the proposed project. The analysis will consist of site reconnaissance, consultation with the City and Caltrans, development of photo simulations, and preparation of a technical report.

The cost proposal will be based on the following:

- ⌚ Up to 16 visual simulations will be produced for approval and review by Caltrans.

4.22. Additional Visual Simulations (HNTB Scope)

Consultant will prepare additional Visual Simulations for alternatives considered in the PA&ED phase as requested by the City.

4.23. Draft Relocation Impact Study (“DRIS”) (HNTB, ARWS Scope)

Consultant will prepare a Draft and Final Relocation Impact Document for the four (4) alternatives considered in the PA&ED phase in conformance with Chapter 10 of the Caltrans Right of Way Manual.

4.24. Economic Impact Study (HNTB Scope)

Consultant will prepare a draft economic impact study memo to discuss the impact of extended ramp closures and other project features on the local businesses in the project area. The memoranda will assess impacts of other project features, such as parking loss, at a qualitative level. It was also to discuss the proposed closures, the alternative circulation, and the accompanying public outreach to businesses and the general public during construction to communicate the construction and closure durations.

4.25. Energy Analysis Memorandum (HNTB Scope)

Consultant will prepare a Draft and Final Energy Analysis memoranda. The memoranda will be prepared using qualitative and quantitative approaches according to SER guidelines.

The cost proposal will be based on the following:

- ⌚ Deliverable will be a short memorandum no longer than 8 (eight) pages.

DELIVERABLES FOR TASK 4 – ENVIRONMENTAL TECHNICAL STUDIES (DJPA, HNTB SCOPE)

- ⌚ Draft and Final reports and memos will be produced for each of the technical studies noted above.

TASK 5 – PROJECT APPROVAL

The cost proposal will be based on the following:

- ① One (1) No-Build Alternative and one (1) Build Alternative will be developed and evaluated through the PA&ED phase leading to an approved Build Alternative at the end of the environmental evaluation process.
- ① Relocation Impact Document assumes four (4) relocations – three (3) non-residential and one (1) residential.
- ① Caltrans will approve nonstandard existing utility and roadway configuration.

5.1. Preferred Alternative Development and Analysis/Geometric Drawings (“GED”)

Based on the results of traffic forecast and demand projections, Consultant will refine geometric layouts for interchange and Class I or IV bicycle/pedestrian improvements. A sufficient level of roadway and structure detail shall be developed so that design standard decisions, ROW impacts, utility conflicts, and environmental issues can be clearly identified for use during the PA&ED phase.

Consultant will prepare a GED for the locally preferred concept identified through the PDT process. The geometrics will include traffic operations data and basic controlling geometric features prepared at a scale of 1" =100'. Mainline and ramp alignments, lane and shoulder widths, stationing and ties, cut/fill lines, ROW requirements, intersection details, and profiles shall be shown.

5.2. Row Data Sheet

Based on the locally preferred alternative, Consultant will prepare a ROW Data Sheet showing ROW and utility relocation requirements in conformance with Chapter 4 of the Caltrans' Right of Way Manual for inclusion within the DPR.

5.3. Preliminary Materials Report (Parikh Scope)

Preliminary Materials Report will be prepared for the pavement sections. Any readily available data including corrosion data will be used from Caltrans files and previous published studies. The estimated pavement sections will be based on Traffic Index provided by the client. These are estimates that can be used in the LCCA study by the designer. LCCA study is NOT part of Parikh's scope of work.

5.4. Storm Water Data Report (SWDR) (HMH Scope)

Consultant will update the PID-level SWDR to reflect specifics of the preferred Build Alternative.

5.5. Preliminary Hydromodification Assessment

The Consultant will conduct a Preliminary Hydromodification Assessment which will include a qualitative assessment of the need for future hydromodification studies. This assessment will examine the thresholds for determining whether a waterway is subject to significant impacts from hydromodification due to project improvements. The results of this assessment will be summarized in a memorandum and incorporated in the Preliminary Drainage Report.

5.6. Preliminary Drainage Report

The Consultant will conduct a Preliminary Drainage Report to determine existing hydrology and drainage systems within the project area. The impact of the project improvements will be documented and recommendations for conceptual drainage improvements will be included in a technical report. The planning level cost estimate for drainage improvements will also be included in the report. This scope of services includes only a planning level study of any modifications and does not include design level calculations.

5.7. *Transportation Management Plan (“TMP”) Data Sheet*

Consultant will prepare a TMP and Checklist in accordance with Caltrans PSR requirements for inclusion within the DPR consistent with current Caltrans policies. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, and a review of construction strategies.

5.8. *Structures Advance Planning Studies (APS)*

Consultant and Consultant’s structural engineering subconsultant will prepare 13 APS conforming to Caltrans Memo to Designers 1-8 and Caltrans Bridge Design Aids Section 10. The APS locations will address 3 bridge structures and 6 retaining walls within the project limits.

Consultant will perform preliminary engineering to justify the proposed bridge types and develop a cost estimate for the structures work. Preliminary design for member sizing of the structures will be performed to ensure that it meets the latest AASHTO Load and Resistance Factor (“LRFD”) guidelines with Caltrans amendments along with the latest Caltrans Seismic Design Criteria.

5.9. *Preliminary Geotechnical Design Report*

Consultant and Consultant’s geotechnical engineering subconsultant will prepare a Preliminary Geotechnical Design Report for the interchange work, including associated embankments, slopes, standard walls, and any culverts. Proposed scope of the work will be to review readily available materials and prepare a Preliminary Geotechnical Design Report. No field exploration work is proposed for this phase; however, site review and data research is proposed. Field work and site-specific studies will be performed during the PS&E phase. The review will be based on readily available data, including as-built Log of Test Borings from existing projects and other agency records.

5.10. *Preliminary Foundation Report (Parikh Scope)*

The Preliminary Foundation Reports will be prepared by Parikh Consultants for the proposed bridge structures and nonstandard retaining walls. At this time, based on the alternate selected for this study, 3 bridge structures and 6 retaining walls are proposed. For efficiency purposes we may combine 6 walls into one PFR, however, it is possible that Caltrans will insist on separate reports. Caltrans requires a separate report for the foundations of each structure; preliminary discussions to be included during the APS and PA&ED phase.

The potential geotechnical/geologic impacts and mitigations will be discussed on a broad basis including, but not limited to, slope stability, geology, seismic impacts, erosion, groundwater conditions, etc. for the proposed project. Generally, the geotechnical issues relevant to the proposed project are presented in a qualitative manner with no specific design recommendations. Certain design assumptions are made as to the type of retaining wall, type of foundations, approximate pile lengths, and approximate slope angles, etc. The potential mitigation measures are also provided in a discussion format.

Five project level PDT meetings are assumed at 4 hours each. These are only to be attended on an as-needed basis.

5.11. *Utility Coordination*

During development of the GED, Consultant will gather record drawings of review the potential utility conflicts for the project and any variations. Consultant will review the existing utility location versus the proposed improvements. Consultant will discuss preliminary conflicts with each utility provider, and proposed solutions/relocations will be provided and documented.

If necessary, Consultant will prepare a Preliminary Utility Conflict Exhibit showing the proposed improvements and potential utility conflicts, which will be used as the basis for the formal Utility Certification Process that will take place during the PS&E phase of the project. Assisting with the preparation of Encroachment Policy Variance Request (“EPVR”) will be performed with this task.

Consultant will prepare an EPVR to support potential non-standard utility configurations as a result of project improvements. Included in the EPVR will be assessments of existing utility configurations, planned relocation concepts, Utility Matrix and cost to make standard evaluations.

5.12. Design Standard Decision Document

Following the development of the GED, Consultant will evaluate the requirements set forth in Caltrans DIB 78 and identify features that do not meet current Caltrans Design Standards.

Consultant will prepare a matrix of nonstandard features with justification. Consultant will also use this information to prepare Design Standard Decision Document for the locally preferred Alternative for review and approval by the City and Caltrans.

The preparation of the Design Standard Decision Document will be in accordance with Chapter 21 of the Caltrans PDPM.

5.13. Preliminary Project Cost Estimate

Consultant will prepare preliminary project cost estimates for the preferred alternative in accordance with Caltrans requirements. This will include construction costs (roadway and structures), ROW costs, and an estimate of future project development activity costs (environmental, engineering, and construction administration).

The preliminary project cost estimate will be in English units and presented in the Caltrans 6-page format.

5.14. Construction Schedule

Consultant will prepare a Preliminary Construction Schedule using Microsoft Project or equivalent for future planning purposes.

5.15. Value Analysis (VA)

Consultant will perform a Value Analysis Study to identify more cost-effective solutions. Structure location and limits, ROW requirements, coordination of above and below ground utilities, stage construction, traffic handling, and environmental constraints will also be collectively considered in this effort. Upon completion of the VA, the Consultant will provide a written conclusion of findings and recommendations to the City.

5.16. FHWA: Interstate System Access Modification Report (“ISAMR”)

Consultant will prepare an ISAMR which will document that the preferred alternative does not have an adverse impact on the safety or operations of the Interstate System and connecting local network or other elements of the transportation system.

The report will align with FHWA’s guidelines for all new access or changes in access points within the project limits.

5.17. Project Report (Administrative Draft/Draft/Final)

Concurrent with environmental document submittals, Consultant will prepare an Administrative Draft PR and DPR for distribution, review, and approval by the City, Caltrans, and PDT members. The Administrative DPR and DPR will be prepared in conformance with current Caltrans Project Development Procedures Manual and will include supporting information from GADs, traffic studies, cost estimates, etc., developed under the separate tasks identified herein.

The DPR will recommend public circulation of the Draft Environmental Document (“DED”). After public review of the DED, Consultant will prepare a Final Project Report (“FPR”) to document the results of the public meeting and process the document through Caltrans for approval.

5.18 Landscape Policy Exception Request (“LPER”)

It is anticipated, consistent with other CITY projects, that CITY will chose to include landscaping within the highway construction contract. This desire will require an exception to standard policy. Consultant will prepare a LPER consistent with Caltrans requirements.

5.19 Ramp Metering Policy Exception Request (“RMPER”)

It is anticipated that the preferred Alternative will include ramp metering that will require an exception to standard policy. Consultant will prepare a Ramp Metering Policy Exception Request consistent with Caltrans requirements.

5.20 Conceptual Landscape Plan

Consultant will develop a conceptual landscape plan to depict major landscape elements including planting locations, tree species, for review by City and Caltrans. Consultant will facilitate a workshop to review proposed landscape elements and opportunity areas.

5.21 Right of Way Base Maps

Consultant will prepare right of way Base Maps for use in project appraisal documents. Base Maps will be prepared consistent with Caltrans Survey Manual and will establish existing property boundaries for rights of way affected and adjacent to the project. Field survey will be performed to locate property boundaries and other identifiable features to support the right of way mapping and to resolve the boundary. No Title Reports will be collected during this effort.

DELIVERABLES FOR TASK 5 – PROJECT APPROVAL

The Consultant shall complete the following deliverables:

- ① Geometric Approval Drawings (GAD)
- ① Structures Advanced Planning Studies (APS)
- ① Preliminary Materials Report
- ① Preliminary Geotechnical and Foundation Report
- ① Storm Water Data Report (SWDR)
- ① Transportation Management Plan (TMP) Data Sheet and Checklist
- ① Preliminary Drainage Impact Study
- ① Preliminary Hydromodification Assessment
- ① Preliminary ROW Requirement Map
- ① Preliminary Utility Conflict Exhibit (if necessary)

- ④ ROW Data Sheet
- ④ Preliminary Project Cost Estimate
- ④ Preliminary Construction Schedule
- ④ Value Analysis Study
- ④ FHWA: Interstate System Access Modification Report (ISAMR)
- ④ Design Standard Decision Document
- ④ Project Study Report (PSR) (Administrative Draft/Draft/Final)
- ④ Plans, Specifications, and Estimate (PS&E)
- ④ Preliminary Geotechnical Design Report (Draft & Final)
- ④ Preliminary Materials Report (Draft & Final)
- ④ Preliminary Foundation Reports, one each for the 3 bridge structures and one for combined PFR for 6 walls. If required by Caltrans, submit separate PFRs for each wall. (Draft & Final)

TASK 6 – ENVIRONMENTAL DOCUMENT

6.1. First Draft Environmental Document (HNTB and DJPA Scope)

Consultant and Consultant's environmental subconsultant will prepare a first, second, and third Administrative Draft and Draft EIR/EA. The document's content and format will comply with the latest Annotated Outline ("AO"), as published on the Caltrans SER. The Administrative Drafts and Draft EIR/EA will describe the project and will incorporate the results of the environmental technical reports as detailed in Task 4. Based on the current AO, the document chapters and appendices will consist of the following:

- ④ Finding of No Significant Impact ("FONSI")
- ④ Summary
- ④ Chapter 1 – Proposed Project
- ④ Chapter 2 – Affected Environment, Environmental Consequences, and Avoidance, Minimization, and/or Mitigation Measures
- ④ Chapter 3 – CEQA Evaluation
- ④ Chapter 4 – Comments and Coordination
- ④ Chapter 5 – List of Preparers
- ④ Chapter 6 – Distribution List
- ④ Appendix A – Section 4(f) Evaluation
- ④ Appendix B – Title VI Policy Statement
- ④ Appendix C – Summary of Relocation Benefits
- ④ Appendix D – Glossary of Technical Terms
- ④ Appendix E – Avoidance, Minimization and/or Mitigation Summary
- ④ Appendix F – List of Acronyms
- ④ Appendix G – Notice of Preparation
- ④ Appendix H – Required Consultation/Concurrence Documentation

- ④ Appendix I – Comment Letters and Responses
- ④ Appendix J – Final Determination of Engineering and Operational Acceptability
- ④ List of Technical Studies

6.2. Second Draft Environmental Document (HNTB and DJPA Scope)

Consultant and Consultant's environmental subconsultant will prepare a second Administrative Draft of the EIR/EA. The document's content and format will comply with the latest Annotated Outline (AO), as published on the Caltrans SER. The Administrative Drafts and Draft EIR/EA will describe the project and will incorporate the results of the environmental technical reports as detailed in Task 4.

6.3. Third Draft Environmental Document (HNTB and DJPA Scope)

Consultant and Consultant's environmental subconsultant will prepare a third Administrative Draft of the EIR/EA. The document's content and format will comply with the latest Annotated Outline (AO), as published on the Caltrans SER. The Administrative Drafts and Draft EIR/EA will describe the project and will incorporate the results of the environmental technical reports as detailed in Task 4.

6.4. Draft Environmental Document (HNTB and DJPA Scope)

Consultant and Consultant's environmental subconsultant will prepare a "final" Draft EIR/EA for Caltrans approval and signature.

The cost proposal will be based on the following:

- ④ Caltrans will be the lead agency for NEPA and CEQA.
- ④ Three (3) administrative versions and a final version of the Draft EIR/EA.
- ④ HNTB and DJPA subconsultants will review Chapter sections relevant to their technical subdiscipline.
- ④ Technical studies will not be included in the Notice of Availability (NOA) or with hard copies of the EIR/EA distributed to the public. The City will make available electronic copies if requested by anyone during the public availability period.
- ④ Mitigation costs for environmental are not included at this time.
- ④ The CDFW filing fee is charged for review of the environmental document has been included in the submitted cost estimate and is assumed to not exceed \$3,500 based on the filing fee schedule.

6.5. Circulation of Draft Environmental Document (HNTB, Circlepoint Scope)

Consultant will prepare an NOA/Notice of Public Hearing ("NOA"/ "NOPH") in accordance with Caltrans requirements for publication in a newspaper of local circulation, for posting at the Santa Clara County Clerk's office, and for distribution to anyone who has filed a written request with the City or Caltrans. Circlepoint will assist with the distribution of the draft documents via mail and digitally.

Hardcopies of the document and NOA/NOP will be provided to select locations (Caltrans, City and libraries, if available).

45-day circulation period will be required for this document.

6.6. Notice, Advertise, Reproduction (HNTB, Circlepoint Scope)

Leading up to the release of the draft document for public review, Consultant will prepare notices and advertisements, and distribute ahead of the public meeting. Notices will include a color postcard, the Notice of Availability tailored for newspaper print and digital runs. The NOA will also be posted on the project website. Hard copies of the DED will be reproduced by HNTB for distribution.

The cost proposal will be based on the following:

- ① Circlepoint will assist the team with notice layout and distribution via mail and digital channels.
- ① HNTB in coordination City staff will be responsible for graphic and content development, two rounds of review with consolidated comments per collateral piece, and approval at least one (1) month prior to distribution, if possible.
- ① Circlepoint will provide design services for notification materials.
- ① Circlepoint will work with a trusted, local vendor to print, produce, and mail up to 5,000 scoping and draft document distribution meeting notifications to current occupants and property owners within the ¼ mile radius of each project alternative.
- ① Circlepoint can coordinate translation of project materials to up to two (2) City-preferred non-English languages with a trusted, local vendor upon request.
- ① Digital distribution of all materials will be coordinated through the City's online communication tools and channels.

6.7. Public Hearing (HNTB, Apex, Strategies, Circlepoint, DJPA Scope)

Consultant will host an open house style public hearing to share information with the public on the project and DED, respond to questions, and receive public comment in accordance with PDPM guidelines, NEPA, and CEQA. Consultant will prepare a Public Hearing Summary Report describing distribution of postcard flyers in the field and with new outlets and other media formats and a summary of the proceedings of the executed public hearing.

The cost proposal will be based on the following:

- ① Consultant will prepare for and DJPA subconsultants will attend the public hearing as needed.
- ① Consultant in coordination with City Staff will be responsible for graphic and content development, two rounds of review with consolidated comments per collateral piece, and approval at least one (1) month prior to distribution, if possible.
- ① Apex Strategies will facilitate the public hearing, review PowerPoint type presentations, outreach materials, and attend preparation meetings.
- ① Circlepoint and HNTB will prepare all public hearing content (web or in person content) and other outreach materials for Apex Strategies' review.
- ① Circlepoint will provide design services and vendor coordination for fact sheet, PowerPoint Presentation, and exhibit boards.
- ① Circlepoint will layout up to twenty (20) total, one-sided, 24"x36", colored exhibit boards on eco board per outreach phase and work with a trusted vendor to produce them.
- ① Circlepoint can coordinate translation of one fact sheet to up to two (2) City-preferred non-English languages with a trusted, local vendor upon request.
- ① Circlepoint will not be responsible for determining public hearing meeting location and timing.
- ① Apex Strategies will attend up to 2 virtual dry runs for the public hearing.

① HNTB will prepare a draft and final Public Hearing Summary Report.

6.8. Collate Public Comments (HNTB, DJPA, Circlepoint, Fehr & Peers, HMM, Parikh, WRECO Scope)

At the close of the public review period for the Draft EIR/EA, Consultant will review and respond to comments received. The comments will be responded to and incorporated directly into the Final EIR/EA.

6.9. Air Quality Conformance Letter to FHWA (HNTB Scope)

Consultant will assist Caltrans in preparing FHWA required documentation for project Air Quality conformance.

6.10. First Draft Final Environmental Document (HNTB, DJPA Scope)

Following the conclusion of the public circulation period of the Draft EIR/EA, the team will initiate work on the Final EIR/EA, first draft. The primary component of this effort will consist of 1) responding to comments received on the Draft EIR/EA, 2) making text revisions as necessary, and 3) documenting the public review process. The content and format of the Final EIR/EA will comply with the latest Caltrans AO, as published on the Caltrans SER. Chapters and appendices will be the same as that shown above for the Draft EIR/EA. The appendices will be included, as appropriate, to document relevant information such as, responses to public comments, endangered species consultation, Clean Air Act Conformity determinations, Section 4(f), and consultation with the SHPO regarding historic resources.

6.11. Second Draft Final Environmental Document (HNTB, DJPA Scope)

Following the conclusion of the public circulation period of the Draft EIR/EA, the team will initiate work on the Final EIR/EA, second draft.

6.12. Third Draft Final Environmental Document (HNTB Scope)

Following the conclusion of the public circulation period of the Draft EIR/EA, the team will initiate work on the Final EIR/EA, third draft.

6.13. Final Environmental Document (HNTB, DJPA Scope)

Following the conclusion of the public circulation period of the Draft EIR/EA, the team will initiate work on the Final EIR/EA. The final EIR/EA will include a signed version of the findings and statement of overriding considerations as well as a signed FONSI.

The cost proposal will be based on the following:

- ① Three (3) administrative versions and a final version of the Draft EIR/EA.
- ① No technical reports will require updates or addendums
- ① No new technical memos or reports will be required
- ① DJPA subconsultants will respond to comments up to 8 hours of effort per subconsultant

6.14. Submit Environmental Document to State Clearinghouse and File Notice of Determination (HNTB Scope)

Following approval and signature of the final environmental document, the Consultant will digitally transmit the document including appendices, and the Notice of Determination to the State Clearinghouse.

6.15. Mail Letters to Elected Official/Email Blast (HNTB, Circlepoint Scope)

Following completion of the final environmental document, letters will be sent to elected officials and other individuals identified on the project's distribution list announcing the completion of the document. The project's stakeholder database be used to send out an email blast with a similar notice.

DELIVERABLES FOR TASK 6 – ENVIRONMENTAL DOCUMENT

The Consultant shall complete the following deliverables:

- ① First, second, and third Administrative Drafts and Draft ED
- ① Public hearing
- ① Advertisements/Noticing
- ① Collation of public comments
- ① Elected official distribution letters and email blast to stakeholder distribution list

The cost proposal will be based on the following:

- ① The City will issue the email blast
- ① The elected office letters will be approved by the City and Caltrans three weeks in advance of mailing
- ① Circlepoint will manage the printing, production, and mailing of distribution letters

TASK 7 – 35% PLANS AND ESTIMATE

7.1. Preliminary Engineering (35%)

35% Roadway Plans

Consultant will prepare, coordinate, and submit the following Highway Design Plan Sheets in English units and in accordance with current Caltrans standards:

- ① Title Sheet
- ① Typical Cross-sections
- ① Key Map and Line Index
- ① Roadway Layouts, including retaining wall locations
- ① Profile and Superelevation Design
- ① Drainage Layout
- ① Utility Layout
- ① Stage Construction Plans
- ① Pavement Delineation Plans

35% Estimate

CPMS Contract No.: _____
Consultant: HNTB Corporation

Consultant will prepare Caltrans' Basic Engineering Estimate System ("BEES") level cost estimate (11 page).

EXHIBIT B: COMPENSATION
 (Capital Projects)

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services						
Column 1	Column 2		Column 3			Column 4
Task Nos.	Basis of Compensation		Invoice Period			Compensation
1.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 329,539
1.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 107,604
1.3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 219,648
1.4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 74,256
1.5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 44,814
1.6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 79,510
1.7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 23,842
1.8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 128,000
1.9	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 278,341
1.10	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 169,740
1.11	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 21,168
1.12	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 5,092
2.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 10,445

2.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 12,240
2.3.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 92,744
2.3.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 296,392
2.4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 405,882
2.5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 42,196
2.6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 81,390
2.7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 28,393
2.8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 34,685
2.9	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 63,480
2.10	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 15,200
2.11	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 29,417
2.12	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 79,381
2.13	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 30,525
3.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 19,925
3.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 50,774
3.3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 157,622
3.4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 53,924
3.5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 31,454

3.6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 381,579
3.7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 22,644
4.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 71,366
4.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 64,541
4.3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 20,318
4.4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 23,419
4.5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 46,380
4.6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 42,180
4.7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 49,198
4.8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 35,928
4.9	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 73,256
4.10	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 44,233
4.11	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 17,884
4.12	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 78,480
4.13	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 52,636
4.14	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 24,745
4.15	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 52,173
4.16	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 70,867

4.17	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 80,913
4.18	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 15,433
4.19	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 16,434
4.20	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 8,223
4.21	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 109,968
4.22	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 20,448
4.23	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 24,161
4.24	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 30,343
4.25	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 25,759
5.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 237,893
5.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 18,521
5.3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 24,062
5.4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 25,519
5.5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 18,593
5.6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 16,153
5.7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 17,860
5.8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 95,841
5.9	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 150,647

5.10	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 67,203
5.11	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 80,417
5.12	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 68,736
5.13	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 70,666
5.14	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 10,957
5.15	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 75,316
5.16	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 54,540
5.17	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 155,054
5.18	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 8,904
5.19	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 22,780
5.20	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 19,572
5.21	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 105,672
6.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 231,184
6.2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 79,515
6.3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 49,857
6.4	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 40,748
6.5	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 68,738
6.6	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 75,162

6.7	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 113,864
6.8	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 116,589
6.9	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 16,588
6.10	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 110,894
6.11	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 56,730
6.12	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 48,437
6.13	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 38,853
6.14	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 11,588
6.15	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 73,507
7.1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 373,440
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of this Agreement. The maximum amount of reimbursable expenses is:			\$ 0
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.			<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is:			\$ 0
Part 4 – Additional Services						
<input type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.			<input checked="" type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:			\$ 128,269

Maximum Total Compensation (sum of Parts 1 through 4):	\$7,500,000
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Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

HNTB Billed Rate Table		
Classifications	Min	Max*
Rodney Pimentel, Project Manager		\$482.00
Ben Tripousis, Principal-in-Charge		\$399.00
Administrative Assistant	\$54.00	\$90.00
CAD	\$90.00	\$135.00
Director - Environmental Planning	\$228.00	\$330.00
Document Controls Specialist	\$105.00	\$180.00
Engineer I	\$81.00	\$120.00
Engineer II	\$105.00	\$156.00
Engineer III	\$135.00	\$180.00
Group Director - Engineering	\$300.00	\$495.00
Planner I	\$75.00	\$126.00
Planner II	\$120.00	\$168.00
Planner III	\$144.00	\$183.00
Planner IV	\$165.00	\$204.00
Principal Engineer	\$270.00	\$345.00
Principal Planner	\$225.00	\$330.00

Principal UDLA	\$210.00	\$300.00
Program Manager	\$300.00	\$450.00
Project Analyst	\$90.00	\$165.00
Project Controls	\$165.00	\$285.00
Project Engineer	\$180.00	\$225.00
Project Manager I - Engineering	\$195.00	\$240.00
Project Manager II - Engineering	\$210.00	\$300.00
Scheduler	\$180.00	\$300.00
Sr CAD	\$135.00	\$210.00
Sr Planner	\$195.00	\$234.00
Sr Project Engineer	\$210.00	\$255.00
Sr Project Manager - Engineering	\$300.00	\$390.00
Sr Technical Advisor - Engineering	\$240.00	\$450.00

*** Proposed rates are subject to escalation in PS&E phase**

Section 3 – Adjustment of Cost Phases and Tasks

The Director or Director's designee is authorized to shift funding between the tasks and deliverables set forth above, provided that the Director or Director's designee shall provide written notice to the Consultant and any changes in funding for the tasks and deliverables shall not exceed the maximum compensation authorized under this Agreement.

EXHIBIT C: INSURANCE REQUIREMENTS

(Capital Projects)

Consultant, at Consultant's sole cost and expense, shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which to the extent caused by, the performance of the services hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage "occurrence" form CG 0001
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance
4. Professional Liability Errors and Omissions insurance for all professional services

There shall be no endorsements reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,00 per accident.
4. Professional Liability (Errors and Omissions Coverage) of \$2,000,000 per claim/ aggregate limit with three years tail coverage, if canceled and non-renewed, within three years of completion of the project.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, the City.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, and employees are to be covered as additional insureds as respects: liability to the extent caused by activities performed by, or on behalf of, the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- b. The Consultant's insurance coverage shall be primary insurance as respects the City, its officials, employees. Any insurance or self-insurance maintained by the City, its officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided to the City, its officials, and employees.
- d. Coverage shall state that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, and employees.

2. Workers' Compensation and Employers Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees and agents.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not canceled, or non-renewed, or materially changed except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with copy of a redacted original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Consultant's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San José — Finance Department
Risk & Insurance
200 E. Santa Clara Street, 14^h floor
San José, CA 95113-1905

G. Subcontractors

Consultant shall obtain separate certificates and endorsements for each subcontractor.

FINAL 75211-Consultant Agreement with HNTB_11042020_eSignatureVersion

Created: 11/14/2020 1:08:21 UTC
Status: Signed
Transaction ID: b1682cb3-9746-4656-81a4-8a234a3ca9ac

"FINAL 75211-Consultant Agreement with HNTB_11042020_eSignatureVersion" history

-  Miguel Bernal (Miguel.Bernal@sanjoseca.gov) created the document.
11/14/2020 1:08:21 AM +00:00 GMT - [REDACTED]
-  Document was emailed to rjwatson@hntb.com (rjwatson@hntb.com)
11/14/2020 1:08:21 AM +00:00 GMT
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-  Dave Sykes (dave.sykes@sanjoseca.gov) signed the document.
12/05/2020 10:16:34 AM -08:00 GMT - [REDACTED]
-  Document was successfully signed and filed

