

**Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

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- | | |
|----------------------------------|-----------------------------------|
| 1a. Intentionally Omitted | 1b. AC Contract No.: 32918 |
|----------------------------------|-----------------------------------|
- 2.** Approved Service Order No. 1
- 3.** Consultant's Name: Kimley-Horn and Associates, Inc. ("Consultant")
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- 4.** Project Name: Legacy Lagoon Phase 2- Design ("Project")
- 5.** Project Location: San Jose-Santa Clara Regional Wastewater Facility ("RWF")
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page, and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are attached hereto this Approved Service Order and incorporated herein by this reference.
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- 7. Budget/Fiscal:**
- | | | |
|---|----|--------------|
| a. Current unencumbered amount in Master Agreement: | \$ | 2,999,999 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 1,489,757.80 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 1,510,241.20 |

- d. Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 513 Appn: 212C RC: 911457 Amount: \$1,489,757.80

Authorized Signature: _____ **Date:** _____

Renato Moreno

Email: renato.moreno@sanjoseca.gov
Date: 01/19/2023 GMT

8. Division Analyst Approval: _____ **Date:** _____

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 01/19/2023 GMT

9. Consultant Approval: _____ **Date:** _____

Pearse Melvin

Email: pearse.melvin@kimley-horn.com
Date: 01/19/2023 GMT

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: Date: _____

Matthew Tolnay

Email: matthew.tolnay@sanjoseca.gov
Date: 01/23/2023 GMT

Deputy City Attorney

11. City Director Approval: Date: _____

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 01/23/2023 GMT

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General description of the Project for which the Consultant shall provide services: In August 2019, the San Francisco Bay Regional Water Quality Control Board ("Water Board") issued order number R2-2019 0026 ("Order"), which mandated the City, as the administrator of RWF, to remediate RWF's inactive legacy lagoons ("Legacy Lagoons") by November 1, 2023. The Water Board has granted the City an extension of the deadline to complete Phase 2 of the Legacy Lagoons remediation ("Phase 2") by November 30, 2027.

Phase 2 shall include the relocation of the biosolids material ("Biosolids") from the remaining Legacy Lagoons to the consolidation area of lagoons L-9 through L-12 ("Consolidation Area"). After all the Biosolids are transported to the Consolidation Area, a permanent cap shall be installed with a foundation layer, a low conductivity layer, and an erosion resistant layer or other applicable strategies as recommended by the Consultant and approved by the Water Board.

The geographical limits of the Phase 2 project site are as generally described as the areas shaded in red and yellow in Appendix A which is attached hereto this Attachment A and incorporated herein by this reference ("Phase 2 Project Site").

The scope of services provided under this Approved Service Order includes the following: (i) preliminary grading and drainage design alternatives for Phase 2; (ii) sixty-five percent (65%) plans and specifications and 100% Construction Documents issued for bid ("IFB") package for Phase 2; (iii) California Environmental Quality Act ("CEQA") and State and Federal permitting support; and (iv) bid and award support services for Phase 2. The Consultant's engineering and design work shall be accomplished in accordance with applicable local, state, and federal laws and other requirements as determined by the City in the City's sole and absolute discretion.

The Consultant is only permitted to utilize the subconsultants authorized by the City, in accordance with Attachment B of this Approved Service Order. For clarity's sake, notwithstanding any delegation by the Consultant services set forth herein this Approved Service Order this subsection A.1 of Task No. 2 to any subconsultant authorized by the City, the Consultant shall remain responsible for the performance of all services set forth herein.

The only subconsultant that the City authorizes, in accordance with Attachment B of this Approved Service Order, is the Consultant utilized to perform any services set forth herein this subsection A.2 of Task No. 2, Cornerstone Earth Group, Inc. ("Cornerstone"). For clarity's sake, notwithstanding any delegation by the Consultant of services set forth herein this subsection A.2 of Task No. 2 to any subconsultant authorized by the City, the Consultant shall remain responsible for the performance of all services set forth herein this subsection A.2 of Task No. 2.

Under this Approved Service Order, Consultant's scope of services and budget are based on the following understandings:

A. CEQA and Environmental Permitting:

1. The Consultant shall not be obligated to pay any environmental permit application fees. However, Consultant shall provide the City with an estimate of the environmental permit application fees that will need to be paid by the City, along with documentation on how such fees were calculated by the Consultant.
2. A California Department of Fish and Wildlife ("CDFW") incidental take permit ("ITP") cannot be issued for the fully-protected species, which may be present on the Phase 2 Project Site, and this scope

assumes that an ITP or a consistency determination (“Consistency Determination”) for species that are federally-listed and/or state-listed as fully-protected species shall not be necessary, as this information was confirmed during phase one of the City’s remediation of certain Legacy Lagoons at the RWF (“Phase I”).

3. For each review cycle, the City shall consolidate comments from the City’s staff and provide a single consolidated set of comments to the Consultant. The City shall address conflicting and/or redundant comments from multiple reviewers or provide guidance to the Consultant on how to address such conflicting and/or redundant comments.
4. The Project schedule shall last no more than 18 months.
5. Unless otherwise specified by the City, all Project meeting materials (e.g., agenda, minutes, timelines, etc.) shall be delivered in electronic .PDF format. Draft CEQA documents, permit applications, transmittal letters, and other supporting documentation shall be in both Word and .PDF formats.

B. Grading and Drainage:

1. The Consultant shall not be obligated to pay any permit application fees related to the Project. However, the Consultant shall estimate the permit application fees that shall need to be paid and shall provide that estimate to the City, along with documentation on how those fees were calculated.
 2. An overall sediment and erosion control plan shall be prepared by the Consultant and provided to the City as a general guide by the Consultant. The Consultant shall not be required to provide the City with a stormwater pollution prevention plan (SWPPP).
 3. The Consultant shall not be responsible for designing drainage improvements beyond the Phase 2 Project Site.
 4. Existing utilities shall be protected-in-place or removed; no utility relocation is included or anticipated as part of this Project. The Consultant will coordinate with City staff to retrieve and incorporate existing utilities information into this Project.
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Task No. 1: Project Management and Administration

A. Services: This Task No. 1 provides for the project management, financial administration, and coordination for the design, bid, and award services for this assignment and consists of the following:

1. Project Management and Administration:

The Consultant shall provide the project administration for the design iterations of the Project. Project administration services are comprised of exercising prudent control of the scope of work, coordination of schedules, and maintaining quality of services and deliverables provided to the City, as determined by the City in the City's sole and absolute discretion. The Consultant's project administration services shall also include management and scheduling of staff, labor, and sub-consultants, as determined by the City in the City's sole and absolute discretion.

2. Project Meetings:

This Task No. 1 requires the Consultant's participation in the Project's design meetings with the City. The Consultant is required to participate, at minimum, in the following design meetings which may be held in-person or virtually, as determined by the City:

- a. The Project kick-off meeting;
- b. Fifty-Two (52) coordination meetings scheduled on an ad hoc basis;
- c. Six (6) grading exhibit stakeholder meetings scheduled on an ad hoc basis; and
- d. Sixty-five percent (65%) design review workshops.

The Project design meetings scheduled in accordance with this Task No. 1 shall be scheduled by the City in the City's sole and absolute discretion.

B. Deliverable: The Consultant shall provide the following to the City's contract manager: detailed monthly reporting and invoicing by the tenth (10th) business day of each month for work completed during the previous calendar month, the Project and design meetings, and meeting minutes from each meeting attended. The Consultant shall also include Gantt chart with the Project's design meeting schedule and any meeting updates.

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

On or before the following date: _____.

On or before sixty (60) calendar days from the completion of Task No. 6, but no later than the Agreement's expiration.

Task No. 2: Verification of Existing Site Conditions

A. Services: The Consultant shall perform the following services under this task:

1. **Topographic Survey Services**

The Consultant shall be obligated to perform all topographic survey services as set forth herein this subsection A.1 of Task No. 2, including producing a bare-earth terrain model of the Phase 2 Project Site ("Topographic Survey Services"). The Consultant shall utilize all previously collected airborne LiDAR data, which was collected in December 2020, to perform all Topographic Survey Services.

The Consultant shall establish local survey control points of the Phase 2 Project Site (individually, "Control Point" or collectively, "Control Points"). The Consultant shall set at least six Control Points within the Phase 2 Project Site. Each Control Point shall be set with a semi-permanent monument, such as rebar with a cap, e.g., a Parker-Kaelon nail with a washer, survey spike, 1-1/8" brass disk, or the equivalent. The Consultant shall employ a combination of global positioning system (GPS) technology and conventional land surveying equipment and techniques (e.g., traversing using a total station instrument and differential leveling using an automatic or digital level) to establish Control Points.

For each Control Point, the Consultant shall establish horizontal coordinates referenced to the California Coordinate System of 1983, also referred to as "NAD83" Zone 3 and elevations referenced to NAVD88. The City's existing benchmarks shall be utilized to correlate to NGVD29 used by the City for vertical datum.

All topographic survey data and mapping shall be delivered by the Consultant to the City in an AutoDesk's AutoCAD Civil 3D Version 2020(i.e., .dwg) and .PDF digital file format.

2. **Geotechnical Investigation Services**

a. Health and Safety Plans

The Consultant shall prepare health and safety plans (individually, "HSP" or collectively, "HSPs") for the sites in the Project area pertaining to the specific geotechnical on-site field activities. The HSPs shall, at a minimum, be reviewed and approved by the City's Safety Officer. The Consultant shall comply with the City's current COVID-19 procedures, as amended by the City. The Consultant shall ensure that all HSPs shall provide certain health and safety information, including information explaining the proper personal safety equipment to be worn on the Phase 2 Project Site, directions to the nearest public emergency room, emergency response procedures, and contact information for the City's and the Consultant's key contact personnel involved in this Project.

b. Exploratory Borings

To explore the subsurface conditions of the Phase 2 Project Site, the Consultant shall drill, log, and sample, at least, four (4) exploratory borings at the Phase 2 Project Site using conventional truck-mounted hollow-stem auger drilling equipment and 10 to 12 supplemental hand augers with hand augering equipment. The Consultant's supplemental conventional borings shall extend to depths of approximately 20 to 40 feet in depth. The Consultant shall require that any hand augers utilized shall extend to depths of approximately five to 12 feet. The Consultant shall collect soil samples from the Consultant's borings for visual classification and laboratory testing.

c. Utility Clearance

The Consultant shall mark its exploration locations on the Phase 2 Project Site at least two (2) business days prior to beginning exploration activities, as required by law, and the Consultant shall notify the regional utility notification center, the Underground Service Alert (“USA”), and the City, so that public and private utilities can be identified and marked at the ground surface. Where practical, the Consultant shall mark locations on the Phase 2 Project Site in white paint or otherwise designate exploration locations on the Phase 2 Project Site, as requested by USA. Utility operators and/or owners are required to mark their utilities at the ground surface prior to the start of work. The Consultant shall comply with laws related to performing exploration and digging activities. The Consultant shall also receive notification that marked exploration locations have been cleared by each subscribing utility operator and/or owner with utilities and/or facilities on the Phase 2 Project Site or nearby before proceeding with any exploration or digging activities. Failure of any utility operator and/or owner to respond with the status of their utilities and/or facilities that results in delays, of any type, including any delays as a result of factors outside of Consultant’s control, to the Consultant’s schedule and/or performance of services under this Approved Service Order shall not excuse the Consultant from any requirement to timely perform any services set forth herein in this Approved Service Order.

To reduce the risk of damaging unidentified underground utilities during the Phase 2 Project Site exploration, the Consultant shall contract with a private utility locator, approved in writing by the Director, which utility locator shall be authorized, in writing, by the City in the City’s sole and absolute discretion. The Consultant requests that the City forward to the Consultant a copy of the City’s utility location plans and/or drawings that relate to the Phase 2 Project Site, if available. Any utility location plans, drawings, or other related information provided by the City shall not be relied upon by the Consultant or the contracted private utility locator, and the City does not represent or warrant the accuracy of any such utility location plans, drawings, or other related information that the City provides to or otherwise shares with the Consultant. The Consultant shall be required to conduct an independent investigation of the Phase 2 Project Site and surrounding area to determine the presence and location of any utilities and facilities on or near the Phase 2 Project Site, and the Consultant shall only rely upon its own independent investigative and exploratory efforts related to locating any underground utilities or other utilities and facilities.

d. Permits, Site Access and Disposal of Drill Spoils

The Consultant’s explorations on the Phase 2 Project Site shall be properly permitted and backfilled with cement grout in accordance with Santa Clara Valley Water District guidelines.

The Consultant assumes that Phase 2 Project Site access shall be provided for the Consultant’s equipment at the time of drilling.

During the Consultant’s Phase 2 Project Site exploration, drill spoils generated during the Consultant’s exploratory drilling shall be left near Consultant’s exploration site(s). If desired by the City, in the City’s sole and absolute discretion, the Consultant shall move and disperse drill spoils to a location designated by the City. If the City desires to have the drill spoils drummed for testing or requires off-site disposal, an additional cost shall be incurred by the City to transfer the material at a properly licensed testing or waste facility. Drumming, testing, and disposal of drill spoils are outside of the current scope of work.

e. Laboratory Testing

To evaluate the index and engineering properties of site soils, the Consultant shall be required to conduct the following laboratory tests:

- a. In-situ Moisture/Density tests, American Society for Testing and Materials (“ASTM”) D2216, and D7263 Test Procedures;
- b. Grain Size Distribution tests, ASTM D1140 and D422;
- c. Atterberg Limit tests, ASTM D4318; and

- d. One-Dimensional Consolidation tests (to evaluate the compressibility of the underlying soils for detailed settlement analysis), ASTM D2435.

f. Supplemental Engineering Analysis Technical Memorandum Update Preparation

The supplemental engineering analysis phase of work shall focus on developing supplemental grading recommendations and supplemental geotechnical design parameters. The data obtained from the field investigation and the laboratory testing program done during the topographic survey services and geotechnical investigative services shall be utilized in the supplemental engineering analysis.

Following the completion of the supplemental engineering analysis, the Consultant shall provide an update to the "Implementation of Phase I of the Closure Plan" prepared with updated conclusions and recommendations. The report update shall include the following items:

- a. Site conditions;
- b. Subsurface conditions;
- c. Geologic hazards and seismicity;
- d. Site preparation and earthwork recommendations;
- e. Evaluation of on-site berm material for potential reuse as capping material;
- f. Recommendations for imported capping material;
- g. Recommendations for stabilization of subgrade of the consolidation cell and haul paths;
- h. Discussion of excavating and moving of biosolids;
- i. Slope stability of Biosolids consolidation stockpile;
- j. Settlement estimates and time rate of settlement for biosolids consolidation stockpiles; and
- k. Discussion fill staging and time rate of settlement to maintain stable consolidation cell on soft clay soils.

- B. **Deliverable:** The Consultant shall provide the following to the City's contract manager in an electronic format, which electronic format shall be determined by the City's contract manager:

- 1. Topographic survey data and mapping product of the Topographic Survey Services in AutoCAD Civil 3D (i.e., .dwg) and .PDF;
- 2. Supplemental geotechnical investigation technical memorandum;
- 3. Updated "Implementation of Phase I of the Closure Plan".

- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: March 1, 2024.
- On or before ____ Business Days from _____.

Task No. 3: Grading and Drainage Alternatives

- A. **Services:** The Consultant shall perform the following services under this task:

- 1. **Wetland Feasibility Study**

The Consultant shall prepare a feasibility study for the Project area that shall discuss existing wetland conditions, hydrology and soils in the area, restoration potential, and associated methods to restore functioning wetlands at the site ("Feasibility Study"). The Consultant previously completed a wetland delineation for the entirety of the area of Phase I and Phase 2. The Consultant shall utilize information from Consultant's previous delineation as well as conduct a site visit to determine baseline information, including existing vegetation, water regimes, existing Phase 2 Project Site topography, and soil characteristics across the Phase 2 Project Site. Based on the Phase 2 Project Site conditions, restoration recommendations shall be developed for the Feasibility Study, which shall consider biotic and abiotic factors that affect plant establishment in restored wetlands. The Feasibility Study shall be prepared in the context of permit requirements for environmental mitigation. This Task No. 3 requires that at least four (4) of the Consultant's staff members attend one (1) virtual, one-hour meeting with the City's staff members, which meeting date, time, and digital forum shall be determined by the City in the City's sole and absolute discretion.

2. Drainage Study

The Consultant shall establish drainage performance criteria to support the storm water permitting documents that shall include the following:

- a. A drainage basis of design memorandum ("Drainage Memorandum"), which shall be a summary technical memorandum establishing the methodology for quantifying Phase 2 Project Site runoff volume and rate as well as the performance criteria for drawdown of stored runoff (for example, drain the 100-year, six-hour volume within 24 hours). It is anticipated that preliminary calculations shall be required to evaluate at least two (2) drainage alternatives ("Drainage Alternatives"), which shall include, at minimum, the following information:
 - i. Drainage by open concrete brow ditch (or similar);
 - ii. Drainage by shallow sub-surface perforated sub-drains; and
 - iii. Drainage by using inlets and conventional sub-surface conduits.

The Drainage Memorandum shall also provide preliminary recommendations to eliminate or at least minimize clogging of drainage facilities from sediment sources within the Phase 2 Project Site.

3. Grading Exhibits

The Consultant shall produce at least two (2) grading alternatives ("Grading Alternatives") for Phase 2 final grading. Each grading scenario shall include, at minimum, the following information:

- a. Cut/fill analysis of alternatives;
- b. Grading solutions for the site;
- c. Limits of disturbance; and
- d. Updated preliminary costs.

- B. **Deliverable:** The Consultant shall provide the following to the City's contract manager in an electronic format, which electronic format shall be determined by the City in the City's sole and absolute discretion:
1. A draft Feasibility Study ("Draft Feasibility Study") and a final Feasibility Study ("Final Feasibility Study"). The Draft Feasibility Study shall be provided to the City within thirty (30) business days after the site visit. The City shall have a minimum of ten (10) business days to review, compile, and provide comments on the Draft Feasibility Study. The Consultant shall provide the Final Feasibility Study, which shall incorporate one round of the City's comments, within fifteen (15) business days after receipt of the City's comments.
 2. The Draft Feasibility Study and Final Feasibility Study shall include an exhibit of, at least, two (2) Grading Alternatives, one of which shall be selected by the City and advanced for use for 65% plan production.
 3. The Draft Feasibility Study and Final Feasibility Study shall include an exhibit of at least, two (2) Drainage Alternatives.
 4. The Drainage Memorandum.
 5. One (1) .PDF copy of an opinion of probable construction costs ("OPCC") (+/- 35%) of at least the two (2) Drainage Alternative and Grading Alternatives, respectively.
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
- On or before the following date: July 3, 2023.
- On or before ____ Business Days from _____.

Task No. 4: Design Development

- A. **Services:** The Consultant shall perform the following services under this task based on the City's selected alternatives from Task No. 3 herein:
1. **65% Construction Documents ("CDs")**
The Consultant shall prepare sixty-five percent ("65%") CDs, which shall include the following plans (at least 40 sheets):
 - a. Cover sheet;
 - b. General notes, legend, abbreviation sheet;
 - c. Project layout plans;
 - d. Project survey control plans;
 - e. Construction phasing plans;
 - f. Construction phasing details;
 - g. Typical cross sections;
 - h. Erosion control plans;
 - i. Demolition plans;
 - j. Grading and drainage plans;
 - k. Utility plans;
 - l. Storm drain profile plans;

- m. Stormwater control plans; and
- n. Interim grading plans.

2. **Technical Specifications and OPCC**

The Consultant shall prepare 65% of the technical specifications of the CDs] (“Technical Specifications”), which shall include the City’s technical specifications and special provisions (“Special Provisions”). Should Consultant require guidance on the City’s Special Provisions, a copy will be provided upon written request.

It shall not be the responsibility of the Consultant to provide the City with a SWPPP or ensure the Project design complies with air quality, construction emissions, and hazards, and hazardous materials requirements. The Consultant shall prepare the specification language which shall outline the requirements that need to be met.

This Task No. 4 shall also include the 65% of the OPCC with an itemized list of anticipated construction bid items, preliminary schedule of quantities, and preliminarily details of the construction durations.

3. **CEQA and Environmental Permitting**

a. CEQA Coordination and Meetings:

The Consultant shall organize at least two (2) two-hour environmental meetings (“Environmental Meetings”) with the City, as determined by the City. The Consultant shall ensure Consultant’s project manager and at least two (2) team members of any authorized subconsultant, if applicable, attend all Environmental Meetings. Topics to be discussed at the Environmental Meetings shall be determined by the City in the City’s sole and absolute discretion, and such topics may consist of the following topics:

- Discussion of the Project components;
- Discussion of environmental requirements for the Project; and
- Coordination between the City and the Consultant regarding the Project deliverables and the Project schedule.

As part of this Task No. 4, the Consultant shall coordinate with the City and the City’s Planning Building and Code Enforcement Department (“PBCE”) throughout the environmental review process for this Project.

To prepare for the field surveys described below, the Consultant shall prepare an HSP to assess, prepare for, and manage risks associated with its scope of work set forth herein this Approved Service Order. The Consultant shall prepare the HSP and submit it to the City for review and approval.

- b. Preparation of the CEQA Documentation: For the purposes of this Task No. 4, it is assumed that an addendum (“EIR Addendum”) to the San José/Santa Clara Water Pollution Control Plant Master Plan, Draft Environmental Impact Report (“PMP EIR”) and an addendum to the Legacy Biosolids Lagoons Site Cleanup (“Legacy Lagoons Addendum”) (EIR Addendum and Legacy Lagoon Addendum shall hereinafter collectively be referred to as the “CEQA Documentation”) shall be the appropriate CEQA documentation required for this Project to be compliant with CEQA.

For tasks related to CEQA compliance, the Consultant shall work in accordance with PBCE's and the City's CEQA compliance practices. The Consultant may communicate with City, as necessary, for purposes of contract management, preparation of this Project description and feasibility of environmental mitigation measures. The Consultant shall not engage in any discussions with the City regarding material changes to the Consultant's CEQA analysis or conclusions without the participation or consent of PBCE.

The Consultant shall first prepare an initial study for this Project in accordance section 15063 of the CEQA Guidelines and the City's CEQA compliance standards ("Initial Study"). PBCE shall confirm the level of CEQA compliance that's required for this Project after reviewing the Initial Study and any supporting technical reports (as hereinafter described). The description of the Phase 2 project and the analysis in the Initial Study shall include discussion connecting how the Phase 2 project relates to the PMP EIR so the conclusion of significance for each impact category is clearly supported for the preparation of an addendum under section 15164 of the CEQA Guidelines. If PCBE determines that the Initial Study indicates that a more extensive CEQA analysis is necessary (e.g., a supplemental environmental impact report), the Consultant may elect to negotiate a future service order amendment to cover such services.

The Consultant may request information from the City to support the evaluations required for the Consultant's development of the CEQA Documentation. Any such request for information ("RFI") by the Consultant shall be in the form of an annotated outline of the Phase 2 project description in the Initial Study, as well as an excel spreadsheet, to assist the Consultant with producing the CEQA Documentation. Based on the information received in response to any RFI submitted by the Consultant, the Consultant shall prepare an initial Phase 2 project description for the Initial Study, which shall be submitted to the City. The Consultant shall prepare a revised Phase 2 project description for the Initial Study ("Revised Project Description") to address any comments provided by the City. The Revised Project Description shall be the basis for discussions with the regulatory agencies. At least two (2) one-hour calls with the regulatory agencies shall occur as part of this Task No. 4. If any revisions are subsequently made to the Revised Project Description, the Consultant shall resubmit the Revised Project Description to the City.

The Consultant shall review available data and utilize the information received as well as previously completed environmental documents at the RWF, including the EIR and RWF's Mitigation Monitoring and Reporting Program ("MMRP"), to characterize the existing conditions of the Phase 2 Project Site and to identify potential impacts to the Phase 2 Project Site. This scope has been developed based on that fact that the Project shall not change substantially once technical analyses for the CEQA document have been initiated. If the Project changes require subsequent field work, substantial revisions to analyses, or revised modeling (e.g., for traffic, air quality, or greenhouse gas emissions investigations), additional effort shall be required meaning that the City and Consultant may elect to negotiate a service order amendment for such additional services. The primary areas of CEQA analysis are summarized below:

1. *Biological Resources*: The Consultant shall provide an analysis of biological resources for the Initial Study/Addendum based on a wetland delineation prepared as part of this Task No. 4 a site reconnaissance visit and review of available Phase 2 project-related resources to determine the potential impacts of the Phase 2 project on vegetation and wildlife. The results of the wetland delineation, site reconnaissance visit and review of available Phase 2 project-related resources shall be summarized in the Initial Study/Addendum. This information shall also be used to support preparation of the biological assessment ("BA") compliant with the section 7 of the federal Endangered Species Act of 1973 ("FESA") as further described herein this Task No. 4. Protocol-level special status species surveys are not included in the biological reconnaissance visit. The Initial Study/Addendum biological resources section shall include, but is not limited to, the following:

- i. A description of the existing biological resources on and surrounding the site;

- ii. A review of the appropriate biotic databases, including the California Natural Diversity Database, U.S. Fish and Wildlife Service (“USFWS”) species list, National Oceanic and Atmospheric Administration National Marine Fisheries Service Habitat Conservation Essential Fish Habitat Mapper, and the California Native Plant Protection Act and California Native Plant Society lists;
 - iii. Site reconnaissance, habitat mapping, and identification of known or anticipated special-status plant, aquatic, and animal species present;
 - iv. An analysis of the direct and indirect potential impacts of the Phase 2 project, including impacts to habitat and/or wildlife, from construction disturbance and maintenance activities; and
 - v. Identification of necessary mitigation for any significant biological impacts.
2. *Cultural/Tribal Resources*: The Consultant shall provide analysis of cultural and tribal resources for the Initial Study/Addendum to meet CEQA and other federal, state, and local requirements. The Consultant shall include a cultural resources evaluation, including an updated archival records search, and architectural evaluation, per section 106 of the National Historic Preservation Act. The Initial Study/Addendum shall identify any additional tribal concerns for the Phase 2 Project Site based on the tribal outreach already completed by the City. This information shall also be used to support preparation of the regulatory permits further described under this Take No. 4. This Task No. 4 assumes that existing cultural resources information about the area would be sufficient to complete the Initial Study/Addendum and no additional field survey shall be conducted, thus does not include any subsurface exploration for cultural resources.
3. *Construction Noise and Air Quality Impacts and Greenhouse Gas Emissions*: The Initial Study/Addendum shall address potential noise and air quality (e.g., dust) impacts occurring during construction and demolition activities of the Phase 2 project. This evaluation shall consider impacts to nearby sensitive receptors, which are limited to public trail users. Air quality best management practices (“BMPs”) and construction measures shall be identified to reduce impacts on any affected sensitive receptors. The Initial Study/Addendum shall also address greenhouse gas emissions.
4. *Hazards*: Sampling and analysis of the legacy biosolids over the last 30 years has characterized the material as potentially hazardous waste due to exceedances of the California soluble threshold limit concentration for cadmium, lead, and chromium. The Initial Study/Addendum shall address the potential upset and release of hazardous materials from the Project.
5. *Hydrology*: The Legacy Lagoons are lined with clay, and therefore, water ponds form within the Legacy Lagoons. The Initial Study/Addendum shall address the potential for altering the existing drainage pattern of the site, as well as changes to runoff from the site, including water quality considerations. This scope does not include the preparation of a drainage assessment to determine the existing hydrologic conditions of the lagoons, or the hydrologic design for a comprehensive drainage plan.
6. *Other Resource Sections*: The Initial Study/Addendum shall address all other resource areas in accordance with the Appendix G of the CEQA Checklist in the CEQA Statute and Guidelines. The Initial Study/Addendum shall include a summary discussion of these other resource categories about how the Phase 2 project relates to the EIR.

In accordance with PBCE’s environmental review process for projects located at the RWF, the Consultant shall submit the Administrative Draft Initial Study/Addendum and the technical

appendices directly to PBCE for review. The Consultant shall prepare a second Administrative Draft Initial Study/Addendum (“Second Administrative Initial Study/Addendum”) and an updated MMRP based on PBCE’s comments. The 2nd Administrative Draft Initial Study/Addendum and the MMRP shall be submitted to PBCE for review, and based on comments, the Consultant shall prepare the Screencheck Initial Study/Addendum and MMRP. The Administrative Draft MMRP shall also be submitted to the City for review. The revised Screencheck Initial Study/Addendum and MMRP shall then be submitted to PBCE Department for review and approval. For each review cycle, PBCE shall consolidate comments from City department staff and provide a single consolidated set of comments to Consultant. PBCE shall address conflicting comments from multiple reviewers or provide guidance to the Consultant on how to address them. If requested by the City, the Consultant shall assist the City in preparing responses to all comments received on the Initial Study/Addendum. For purposes of estimating level of effort, it is assumed that sixteen (16) hours of Consultant’s time shall be sufficient for responding to comments.

If requested by the City, the Consultant shall attend the San José City Council certification hearing and shall assist in responding to any questions by the City Council or the public.

c. Environmental Permitting: The Consultant shall prepare permit application materials and supporting documentation and coordinate with regulatory agencies to pursue state and federal environmental permits and approvals that may be required for the Phase 2 project. The previously completed state and federal environmental permits and approvals for Phase I, included the Water Board’s section 401 Water Quality Certification, the U.S. Army Corps of Engineers (“Corps”) Clean Water Act (“CWA”) section 404 individual permit (“Section 404 Permit”), as well as concurrence from the California Department of Fish and Wildlife (“CDFW”), pursuant to the California’s Endangered Species Act (“CESA”), and a cultural resources technical memorandum for compliance with section 106 of the National Historic Preservation Act of 1966. The state and federal environmental permits and approvals that were obtained for Phase I set-up the permitting strategy for Phase 2. The Phase 2 project authorizations from the Corps, Water Board, USFWS, and CDFW are expected to be needed for Phase 2 Specific Activities under this Task No. 4. include the following:

1. Meetings and Coordination: This Task includes monthly teleconferences with the City’s environmental team regarding project design, permitting implications, permit strategy, and coordination regarding deliverables and schedule, which meetings shall be scheduled by the City in the City’s sole and absolute discretion. This task also includes a virtual kickoff meeting between the Consultant the Consultant’s project engineers, and the City to discuss the refinement of the Phase 2 project design to facilitate permitting and minimize associated environmental mitigation costs. The Consultant shall require that applicable staff members of authorized subconsultants attend the abovementioned kickoff meeting with the City and the abovementioned monthly teleconferences. This Task No. 4 also includes one (1) virtual work session with the City and the Consultant. At least two (2) of the Consultant’s staff member or, as determined by the City, the Consultant shall require that at least two (2) of the Consultant’s authorized subconsultant’s staff members shall attend these meetings. The maximum number of meetings with the City and the project engineers, including kick-off and work session, is 18.

As part of this Task No. 4, the Consultant shall also provide general coordination with the City throughout the permitting process for the Project. The Consultant shall track permitting deliverable schedules and budget and coordinate with the City. The Consultant shall oversee day-to-day coordination with respect to the permitting schedule and deliverable management. The Consultant shall assemble technical staff as needed to address specific requests and needs from the City and shall be required to participate in routine coordination to ensure efficient progress of the services required as set forth in this Approved Service Order.

2. Preparation of Regulatory Environmental Permit Applications and Regulatory Agency Meetings: The Consultant shall assist with preparing permit documentation, provide GIS data files generated to support preparation of the regulatory agency permits, and support the City with regulatory agency coordination if desired. The Consultant shall initiate the following documents, permits, and supporting actions, with the understanding that the City shall take the lead on coordinating with the regulatory agencies and submitting final permit documents for their approval. The Consultant shall prepare the permit applications in signature-ready format. The Consultant shall provide draft applications and supplemental documentation to the City for review. The Consultant shall respond to one round of comments from the City before submitting the final permit applications to the City for signature. The City shall be responsible for agreeing to and finalizing the permit conditions.

In addition to the below-proposed tasks, the Consultant shall assist the City in evaluating and implementing several alternative permitting approaches aimed at saving time and/or costs associated with permitting and compensatory mitigation for the Phase 2 project, if the City determines in the City's sole and absolute discretion. These alternative permitting approaches include seeking an Approved Jurisdictional Determination from the Corps to exclude the Legacy Lagoons from federal jurisdiction and seeking project coverage for impacts to sensitive species and/or habitats via the Santa Clara Valley Habitat Plan, as amended.

Preparation of Regulatory Environmental Permit Applications shall include the following:

- a. Environmental Permit Application Package: The Consultant shall prepare an environmental regulatory permit application package ("Environmental Permit Application Package") that shall include supplemental information to be included in regulatory permit applications. An outline of the Environmental Permit Application Package shall be submitted to the City for approval prior to preparing the Environmental Permit Application Package. The Environmental Permit Application Package shall include information that is common to all regulatory permit applications such as: the permitting Phase 2 project description, figures and maps of the proposed Phase 2 project, existing Phase 2 Project Site conditions, assessment of the Phase 2 project impacts (to vary slightly, based on each regulatory agency's specific extent of jurisdiction), avoidance and minimization measures, and a summary of long-term maintenance and monitoring efforts, as developed in coordination with the City. Information from the Environmental Permit Application Package shall be incorporated into the various regulatory permit applications.
- b. Regulatory Agency Outreach: Upon request by the City, the Consultant shall assist the City by participating with the City in informal regulatory agency outreach following development of the Environmental Permit Application Package, and prior to the preparation and submittal of permit applications. The purpose of this outreach is to briefly describe the proposed Phase 2 project, discuss potential regulatory agency concerns, clarify the required permit process and timelines and seek to verify the extent of each regulatory agency's jurisdiction within the project boundary, to enable an accurate assessment of the Phase 2 project impacts within each regulatory agency's respective jurisdiction. The Consultant's outreach requirements shall include seven (7) virtual meetings with seven public agencies, as determined by the City, two (2) additional follow-up meetings with the Corps, Water Board, and USFWS, respectively, and one (1) monthly interagency pre-application meetings with the Corps. The Consultant shall require that at least two (2) staff members from authorized subconsultants attend any meeting that the City so determines. The Consultant shall assist the City in preparing for and attending the aforementioned meetings to provide subject matter expertise support. The Consultant shall require that any authorized subconsultant to assist the City in preparing for and attending any of the aforementioned meetings, if the City so determines. Information and graphics developed in the Environmental Permit Application

Package shall be used to support informal outreach. Regulatory agency suggestions and input shall be incorporated into permit applications and supporting documentation.

- c. **Wetland Jurisdictional Delineation:** As part of this Task No. 4, the Consultant shall conduct a Phase 2 Project Site visit and update the jurisdictional wetland delineation report (“Wetland Jurisdictional Delineation Report”) previously produced by ESA to document any changes to the Phase 2 Project Site. The Consultant shall update the Wetland Jurisdictional Delineation Report in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, including the current requirements and definitions of WOTUS being implemented at the time this Task No. 4 is prepared. A draft updated technical memorandum presenting the preliminary findings shall be submitted to the City for review. The Consultant shall incorporate one round of comments from the City. A final updated technical memorandum incorporating one round of City comments shall be provided for submittal to the Corps. If requested by the Corps, the Consultant can conduct a field delineation verification site visit with the Corps and make minor revisions to the jurisdictional delineation. As a part of this Task No. 4 the Consultant shall also make additional field observations (during the same wetland delineation site visit) and conduct outreach to BCDC and CDFW to confirm the absence or presence and extent of BCDC and CDFW jurisdiction in the linear drainage features (i.e., ditches) that occur between and along the perimeters of the Legacy Lagoons. Assuming some BCDC and/or CDFW jurisdiction is present within the Phase 2 Project Site, the Consultant shall prepare a one-page memorandum with a map for each of the above agencies documenting the extent of BCDC and CDFW jurisdiction on the Phase 2 Project Site, which shall be utilized in the Phase 2 project design refinement, calculation of impacts, and permit applications, as appropriate.
- d. **Section 404 Permit Application:** If there is a need to obtain a Section 404 Permit for work within federal jurisdictional waters, the Consultant, upon demand from the City, shall prepare the Section 404 Permit application (“Section 404 Permit Application”) and the required supporting documentation, which includes a pre-construction notification, a BA for the Corps’ use in determining Section 7 Compliance (hereinafter defined), the cultural resources technical memorandum for use by the State Historic Preservation Officer (“SHPO”) for determining Section 106 Compliance of the National Historic Preservation Act of 1966 (see below herein), and a habitat mitigation and monitoring plan (“HMMP”). The Consultant previously prepared a Phase 2 conceptual mitigation and monitoring plan (“Conceptual MMP”). The HMMP shall build upon the Conceptual MMP and advance it from the conceptual level to the level of detail required for implementation. The Consultant shall utilize information from the Environmental Permit Application Package and the wetland jurisdictional delineation report to prepare for the Section 404 Permit Application. The Section 404 Permit Application shall include the Phase 2 project information from the biological and cultural resources information prepared pursuant to this Task No. 4. If it is determined a Section 404 Permit is required (as was required for Phase I), the Consultant shall prepare an alternatives analysis to support that permit process, and shall assist the City in responding to comments from the Corp’s public noticing process.
- e. **The Water Board’s CWA Section 401 and Report of Waste Discharge Requirements Permit Application:** If there is a need to obtain a Section 404 Permit, the Corps must determine the Phase 2 project also complies with state water quality standards. The Water Board, is responsible for reviewing and approving projects proposed within federal jurisdictional waters and/or wetlands pursuant to section 401 of the CWA. Any documented of the presence of WOUTS on the Phase 2 Project Site shall also qualify as Waters of the State (“WOTS”), as regulated under CWA section 401 and the Porter-Cologne Water Quality Control Act. Furthermore, certain waters that may not meet federal jurisdictional standards may be considered WOTS under the Porter-Cologne Water Quality Control Act only. Therefore, CWA section 401 certification and Waste Discharge Requirements (“Section 401

Certification”) shall be required for this Project activities within both federal and state waters. Section 401 Certification for Phase I and Phase 2 as a part of the Phase I permitting that took place in July 2020 (“Initial Certification”). The Initial Certification acknowledged that Phase 2 designs were not finalized at the time of the issuance of the Initial Certification (in addition to other related uncertainties). As such, the Consultant shall be required to assist the City in the City’s submittal of any changes to the Phase 2 project description and/or any design for the Water Board’s Executive Officer acceptance prior to implementation. The Consultant shall prepare the necessary materials for the City to submit to the Water Board an application for a Section 401 Certification or any other form of submittal such as a notification of updated Phase 2 project description and/or designs and/or a commencement of construction report, as directed by the Water Board. The materials included in the Section 401 Certification application are expected to include the project information that is contained within the Environmental Permit Application Package, the wetland jurisdictional delineation report, an analysis of Phase 2 project effects (both beneficial and adverse, as appropriate) on the designated beneficial uses listed in the San Francisco Bay Basin Water Quality Control Plan, a description and analysis of the Phase 2 project alternatives, and any additional Phase 2 project avoidance or minimization measures specific to water quality and WOTUS or WOTS.

- f. Biological Assessment for USFWS: Phase 2 is expected to require compliance with FESA’s section 7 regulations, including 50 C.F.R. § 402.14 (“Section 7 Compliance”). If there is a need to obtain a Section 404 Permit, the Corps shall need to consult with USFWS to ensure Section 7 Compliance, as part of the Section 404 Permit application process. The Consultant shall prepare a BA that allows the City to obtain Section 7 Compliance. The Consultant shall prepare a BA using the best scientific and commercial data available that complies with the FESA. The Consultant shall be responsible for gathering all the necessary data for the Consultant’s BA. The Consultant shall provide technical assistance to the City to respond to any questions or inquiries from the Corps or USFWS that arise from the City’s attempt to achieve Section 7 Compliance. The BA shall be used by Corps and USFWS to determine whether the Phase 2 project is likely to jeopardize the continued existence of a listed endangered species (jeopardy) or destroy or adversely modify critical habitat (adverse modification), or to determine the amount or extent of anticipated incidental take in an incidental take statement. The City shall review the Consultant’s draft BA, including all attachments and appendices. All source files and .pdf files used to create the document (i.e. Word, ArcGIS, CAD, etc.) shall be delivered by the Consultant to the City electronically.
- g. CDFW Notification of Lake or Streambed Alteration (Fish and Game Code section 1600): A lake and streambed alteration agreement (“LSAA”) developed pursuant to section 1600 (“Section 1600”) of the California Fish and Game Code (“Fish and Game Code”) is required for impacts to intermittent and ephemeral rivers, streams, and lakes in California; therefore, the CDFW may require an LSAA for work within the Legacy Lagoons and/or in the linear drainage features (e.g., ditches) that occur between and along the perimeters of the Legacy Lagoons. During the initial regulatory agency outreach and wetland jurisdictional delineation tasks, as set forth herein this Task No. 4, the Consultant shall confirm with CDFW as to whether an LSAA shall be required by CDFW. If an LSAA is needed, the Consultant shall prepare a Section 1600 notification of LSAA (“LSAA Notification”) informational package for submittal to CDFW via CDFW’s online environmental permit information management system (“EPIMS”), required for CDFW application submittals as of September 2020. The LSAA Notification shall include information from the Environmental Permit Application Package; a description of the Phase 2 project activities; and potential Phase 2 project effects on any other fish or wildlife resources under CDFW jurisdiction. The Biology Technical Memorandum and the Wetland Jurisdictional Delineation Report and associated memorandum with map (describing limits of Section 1600 waters) shall be submitted with this notification.

- h. CDFW and CESA Coordination Support (Fish and Game Code sections 2080.1 and 2081): The Consultant shall assist the City with an ITP, under section 2081 of the Fish and Game Code and/or a Consistency Determination under Fish and Game Code section 2080.1, as determined by the City, in the City's sole and absolute discretion, for the incidental take of species protected under CESA (defined as hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill, in accordance with section 86 of the Fish and Game Code). Anticipated state-listed and/or fully-protected species with potential to occur at the Phase 2 Project Site include the following: salt marsh harvest mouse, California black rail, Ridgway's rail, and others. ESA previously completed a CDFW concurrence memorandum ("Concurrence Memorandum") for the whole of the area for Phase I and the Phase 2 Project Site, which Concurrence Memorandum proposed measures to avoid any take of CDFW-protected species. As part of this Task No. 4, the Consultant shall conduct a Phase 2 Project Site visit and update the Concurrence Memorandum to document any changes to the Project area. Based on the Phase 2 project description, the Consultant shall confirm the CESA-listed species with potential to occur and confirm or identify new impact avoidance and minimization measures for those species. The Consultant shall update the Concurrence Memorandum for submittal to CDFW, and the City shall request CDFW's review and comment on avoidance measures for CESA-listed species, with the expectation that "take" can once again be avoided for Phase 2.
- i. Cultural Resources Technical Memorandum (Section 106 Compliance): If there is a need to obtain a Section 404 Permit from the Corps, the Corps shall need to consult with SHPO to ensure project compliance under section 106 of the National Historic Preservation Act ("NHPA"), as part of the Section 404 Permit process. The Consultant completed a cultural resources technical memorandum ("Cultural Resources Technical Memorandum") for the whole area for Phase I and Phase 2. The Consultant shall prepare an update to the Cultural Resources Technical Memorandum utilizing any new information gathered during this Task No. 3 and this Project, to address Phase 2 project-specific effects on prehistoric and historic/architectural resources and meet the requirements of the CEQA and section 106 of the NHPA. The update of the Cultural Resources Technical Memorandum shall include the findings of updated background research and a surface survey in the Phase 2 project area of potential effects ("APE"), as well as the results of the updated records search at the Northwest Information Center of the California Historical Resources Information System and updated Native American consultation. As part of the request for concurrence from SHPO, the updated Cultural Resources Technical Memorandum shall also provide recommended evaluations of architectural resources, if determined by the City. Recommendations for additional work, if determined by the City, shall also be provided, and may, if the City so determines, include archaeological site evaluation, cultural resources monitoring during project implementation, and/or actions to follow in the event of an inadvertent discovery of cultural materials or human remains.
- j. Permit Application Follow-Up/Additional Information: If determined by the City and to facilitate permit processing and regulatory agency responsiveness, the Consultant shall perform periodic follow-up actions (e.g., phone calls, emails) with each permitting regulatory agency, providing a brief and informal (email) permitting status report to the City, every two (2) weeks. If requested by the regulatory agencies and approved by the City, the Consultant shall also prepare additional information (responses to agency requests) to support regulatory agency permit review within the budget provided, to obtain final permitting documents.

B. Deliverable: The Consultant shall provide the following to the City's Contract Manager in an electronic format:

1. 65% of CDs (plans, technical specifications) in .PDF format using 24"x36" border sheets;

2. 65% of OPCC; a summary of bid quantities and an estimate of construction duration.
3. CEQA Documentation:
 - a. RFI. The Consultant shall provide to the City. . The RFI delivered to the City shall include the extent of ground-disturbing activities. The Consultant shall allow the City at least ten (10) business days to review the RFI . The City shall have at least five (5) business days to respond to subsequent RFIs delivered to the City.
 - b. CEQA Phase 2 Project Description. The Consultant shall provide the City with a draft Phase 2 CEQA project description (“Draft Phase 2 Project Description”) within ten (10) business days from the Consultant’s receipt of information and feedback from the City on the RFI. The Consultant shall allow the City at least of ten (10) business days to review, compile, and provide comments on the Draft Phase 2 Project Description. The revised Draft Phase 2 Project Description shall be provided to the City within ten (10) business days from the Consultant’s receipt of comments from the City. Additional revisions shall be provided by the Consultant within ten (10) Business days of final meeting with regulatory agencies. Consultant shall allow the City at least ten (10) business days to review, compile, and provide comments to any updates made to the Draft Phase 2 Project Description. The consultant shall prepare the final Phase 2 CEQA project description that shall be incorporated into the administrative draft Initial Study.
 - c. Administrative Draft Initial Study/Addendum. The Consultant shall provide to the City one electronic Word version and one .pdf version of the Administrative Draft Initial Study/Addendum, including all appendices for review and comment by the City. The Consultant shall provide the Administrative Draft Initial Study/Addendum with twenty (20) business days from the Consultant’s preparing the closure plan comments on Project Description. The City shall have at least twenty (20) business days to review, compile, and provide comments on the Administrative Draft Initial Study/Addendum.
 - d. Second Administrative Draft Initial Study/Addendum. One electronic Word version and one .pdf version of the Second Administrative Draft Initial Study/Addendum to the City for review and comment. The Consultant shall provide the City with the Second Administrative Draft Initial Study/Addendum within fifteen (15) business days from the Consultant’s receipt of the City’s comments on Administrative Draft Initial Study/Addendum. The City shall have at least ten (10) business days from receipt to review, compile, and provide comments on the Second Administrative Draft Initial Study/Addendum.
 - e. Screencheck Draft Initial Study/Addendum. The Consultant shall provide to the City the Screencheck Draft Initial Study/Addendum (“Screencheck”) within ten (10) Business Days after receipt of the City’s comments on the Second Administrative Draft Initial Study/Addendum. The Consultant shall allow the City at least five (5) business days for review and comments on the Screencheck.
 - f. Final Initial Study/Addendum: The Consultant shall provide the City one electronic version of the final Initial Study/Addendum (“Final Initial Study/Addendum) in Word and .pdf to the City within five (5) business days after receipt of the City’s comments on the Screencheck.
 - g. Responses to Comments: If requested by the City, draft responses to comments shall be delivered by the Consultant to the City within ten (10) business days of receipt of all comments from the City. The Consultant shall allow the City at least five (5) business days for review of the Consultant’s responses. The Consultant shall respond to any follow-up comments from the City, after the City receives the Consultant’s responses. Final responses to the City’s comments shall be delivered to the City within five (5) business days after receipt of the City’s comments on the Consultant’s responses.
 - h. The Consultant shall provide the City all final GIS and .pdf files for figures included in the CEQA Documentation shall be provided within ten (10) business days of adoption of the CEQA Documentation by the City of San José City Council.

fifteen (15) business days after receipt of the City's comments on draft environmental permit applications.

- g. All GIS and PDF files for figures included in the permit application packages and technical memorandums.

5. The Consultant shall provide the City with a draft Final Closure Plan that shall be submitted to the project team once the 65% Plans and Specifications are complete. The Consultant shall incorporate the City's comments and relevant changes in the 100% plans compared to the 65% plans. The Final Closure Plan shall be provided to the City for submittal to the Water Board following completion of the 100% Plans and Specifications.

- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: March 1, 2024 for Plans and Draft Final Closure Plan.
 On or before ____ Business Days from _____.

Task No. 5: 100% CDs Issued for Bid (IFB)

- A. Services:** The Consultant shall perform the following services under this task:

1. 100% IFB CDs

After incorporating City comments to the 65% CDs, the Consultant shall prepare 100% IFB CDs, which shall include the following plans (up to 50 sheets):

- a) Cover Sheet;
- b) General Notes, Legend, Abbreviation Sheet;
- c) Project Layout Plans;
- d) Project Survey Control Plans;
- e) Construction Phasing Plans;
- f) Construction Phasing Details;
- g) Typical Cross Sections;
- h) Erosion Control Plans;
- i) Demolition Plans;
- j) Grading and Drainage Plans;
- k) Utility Plans;
- l) Storm Drain Profile Plans;
- m) Stormwater Control Plan; and
- n) Interim Grading Plans.

2. Technical Specifications and OPCC

After incorporating the City's comments to the 65% Project Specifications, Consultant shall prepare 100% Technical Specifications, which shall include the final versions of the applicable Technical Specifications and City Special Provisions, the final list of submittals for inclusion into the Special Provisions, any Mitigation Measure Determination consistent with the MMRP and associated CEQA Study, final requirements for Air Quality, Construction Emissions, and

Hazards & Hazardous Materials, and any final Soil Management Plan or Water Quality considerations.

This Task No. 5 shall also include the 100% OPCC with itemized list of anticipated construction bid items, schedule of quantities, and details of the construction durations.

3. CEQA and Permitting

Consultant to submit final CEQA and permitting documentation based on draft comments from City and other Authorities Having Jurisdiction.

4. Final Closure Plan

Consultant to finalize closure plan based on comments on the draft Final Closure Plan from the City and the Water Board.

B. Deliverable: The Consultant shall provide the following to the City's Contract Manager in electronic:

- 1) One (1) .PDF format, digitally-signed and sealed, full-sized, 100% IFB Plans which is in 24" x 36" border sheet;
- 2) One (1) .PDF format, digitally signed and sealed, 100% IFB Technical Specifications;
- 3) One (1) native version, 100% IFB Technical Specifications;
- 4) One (1) native version, 100% IFB Schedule of Quantity;
- 5) One (1) Final OPCC;
- 6) One (1) Final Construction Schedule.

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: 6/1/2024.
- On or before ____ Business Days from _____.

Task No. 6: Bid Support and Award

A. Services: The Consultant shall perform the following services under this task:

1. Respond to 100% IFB Comments

Based on the City-approved 100% IFB CDs, the Consultant shall prepare any comment-based addenda necessary to incorporate into the City's bid documents for the Phase 2 project.

2. Respond to Bidder Questions/Prepare Addenda

The Consultant shall respond to any bidder's question(s) by preparing and incorporating responses into bidder-based addenda and incorporate into conformed set of CDs for Phase 2 project. At least two (2) addenda of each bidder and at least ten (10) responses to each bidders' questions shall be required of the Consultant under this Task No. 6.

3. Bid Review

The Consultant shall perform bid review of the Phase 2 project by assisting with the City's assessment of pricing and contracting strategies and evaluation of the bids.

B. Deliverable: The Consultant shall provide response to bidder inquires, issue addenda, and assist City in evaluating bids, as requested by City's Project Manager, for the Phase 2 project. The Consultant shall provide the City one (1) electronic copy, digitally signed and sealed, conformed set of CDs (including addenda).

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: _____.
- On or before seven (7) business days from the day City opens bids for the Phase 2 project.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Jessica Zadeh	Phone No.: 408-635-2037
Department: Environmental Services	Email: Jessica.Zadeh@sanjoseca.gov
Address: 700 Los Esteros Road, San José, CA 95134	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. *If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."*

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Robert Hamilton, Project Manager	Phone No.: 732-259-1345			<u>X</u>
Address: 100 S Almaden Blvd, Suite 1250, San Jose, CA 95113	Email: bob.hamilton@kimley-horn.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Samantha Nguyen	Project Engineer	Samantha.nguyen@kimley-horn.com		<u>X</u>
2. Karina Huete	Analyst	Karina.huete@kimley-horn		<u>X</u>
3. Pearse Melvin	Principal-in-Charge	Pearse.melvin@kimely-horn		<u>X</u>

4. Zach Tait	Costing	Zach.tait@kimley-horn.com			X
5. Sindia Maya	Analyst	Sindia.maya@kimley-horn.com			X
6. Connor Evanski	Analyst	Connor.evanski@kimley-horn.com			X
7. Heidi Rous	QC/QA	Heidi.rous@kimley-horn.com			X
8. Rich Lucera	Hydrology/Hydraulics	Rich.lucera@kimley-horn.com			X
9. Michael Steffinger	CADD Designer	Michael.steffinger@kimley-horn.com			X
10. Jennifer Steen	Environmental	Jennifer.steen@kimley-horn.com			X
11. Erin Sheelen	Outreach	Erin.sheelen@kimley-horn.com			X
12. Anthony Morgan	Project Accountant	Anthony.morgan@kimley-horn.com			X
13. Tish Peterson	Project Administration	Tish.peterson@kimley-horn.com			X

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. Environmental Science Associates	CEQA and Permitting (Task 4, A.3 and Task 5, A.3)
2. Cornerstone Earth Group, Inc.	Geotech (Task 2, A.2) and Final Closure Plan (Task 5, A.4)
3. Towill, Inc.	Survey (Task 2, A.1)

4. Reimbursable Expenses: If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
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	\$212,952.09
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	\$97,082.34
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	\$267,282.40
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	\$610,853.73
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	\$278,273.88
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	\$23,313.36
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 the maximum amount of:			\$
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) subconsultant costs.	<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):		\$1,489,757.80