

**AMENDMENT NO. 4  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
PERKINS + WILL, INC.**

**PREAMBLE**

This agreement ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Perkins + Will, Inc., Delaware corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Professional Services by and between the City of Santa Clara, California, and Perkins + Will, Inc.", dated April 29, 2016 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated October 27, 2017, Amendment No. 2 dated February 4, 2019, and Amendment No. 3 dated August 27, 2019, and is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor prepare the Tasman East Specific Plan, and the Parties now wish to amend the Agreement as Amended to prepare an amendment to the approved Tasman East Specific Plan, to draft a Subsequent Environmental Impact Report, to increase the amount of compensation, and to extend the agreement through June 30, 2022, subject to the appropriation of funds.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 5 of the Agreement as Amended, entitled "Term of Agreement", is hereby amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of the Agreement shall begin on the Effective Date of this Agreement terminate on June 30, 2022."

2. Exhibit A of the Agreement as Amended, entitled "Additional Scope of Services", is hereby amended to read as shown in Fourth Revised Exhibit A, Scope of Services, attached and incorporated into this Amendment No. 4.
3. Exhibit B of the Agreement as Amended, entitled "Budget for Additional Scope of Services", is hereby amended to read as shown in Fourth Revised Exhibit B, Fee Schedule, attached and incorporated into this Amendment No. 4.
4. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**PERKINS + WILL, INC**  
**A DELAWARE CORPORATION**

Dated: **18 February 2021**

By (Signature): \_\_\_\_\_

Name: Geeti Silwal

Title: Principal-in-Charge

Principal Place of Business Address: 2Bryant Street, Suite 300  
San Francisco, CA 94107

Email Address: [geeti.silwal@perkinswill.com](mailto:geeti.silwal@perkinswill.com)

Telephone: (415) 856-3000

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"CONTRACTOR"

## **FOURTH REVISED EXHIBIT A SCOPE OF SERVICES**

The additional services to be performed for the City of Santa Clara ("City") by the Contractor under this Amended Agreement are set forth below. The additional services include contributions from Perkins & Will (Contractor) and the following subcontractors: BKF, Fehr & Peers, David J. Powers & Partners, and Strategic Economics.

### **1. Perkins & Will shall provide the following services:**

- 1.1. Task 1: Contractor will make any necessary edits to the Specific Plan Report, including any changes from Fehr & Peers (F+P) and David J. Powers & Partners (DJP&A).
- 1.2. Task 2: Contractor will provide overall management of consultant team and client interface (for approximately 52 weeks, which DJP&A states is the required duration for subsequent Environmental Impact Report).
- 1.3. Task 3: Contractor will evaluate the impacts on urban form of an increase of up to 1,500 units on properties within the site boundary that have not yet been included in the known 'pipeline' projects of developers, either on file or pending applications. This Task 3 deliverable may be included within the Specific Plan Report; or it may be maintained as a separate document for the benefit of CSC Staff to understand the dynamics of development opportunities and the impacts of the potential consolidation of properties.
  - 1.3.1. Contractor will build an 'existing conditions' base model, including 3D modeling, of the 3,949 residential units in the planning pipeline (based on information provided by City staff or the proponents), plus all other existing buildings.
  - 1.3.2. Contractor will investigate various scenarios, specific below, for how the remaining units might be accommodated on site, in compliance with the approved design controls (tower separation, densities, etc.) in the Specific Plan Report.
    - With no further consolidation of properties (this approach may not even yield 6,000 units because of the size of the non-consolidated properties, but it will provide a new 'benchmark' of how much development could be anticipated if each property owner redeveloped independently)
    - With modest consolidation of properties
    - With widespread consolidation of properties
  - 1.3.3. Contractor shall prepare visuals for review and comment by City staff and optional City Council study session.
  - 1.3.4. Contractor will incorporate City feedback and finalize deliverables, showing a realistic range of options for how development may occur.

- 1.3.5. Contractor will develop any necessary additional massing controls and building design guidelines to ensure additional development will be compliant with the City's expectations.

## **2. BKF Scope of Services**

- 2.1. See Appendix A.1 incorporated herein.

## **3. Fehr & Peers Scope of Services**

- 3.1. See Appendix A.1 incorporated herein.

## **4. David J. Power & Associates (DJP&A) Scope of Services**

- 4.1. See Appendix A.1 incorporated herein.
- 4.2. Assumptions by DJP&A:
  - 4.2.1. Given that this EIR will be focused on issues related to the development increase DJP&A only assumed one Administrative Draft EIR and then a Screencheck version prior to printing, to reduce the overall schedule.
  - 4.2.2. DJP&A have allowed 10 weeks for the TIA after the City approves the trip generation assumptions (approximately four (4) months total).

## **5. Strategic Economics Scope of Services**

- 5.1. Per correspondence with City staff, the market study and fiscal impact analysis do not need to be updated for this project. In the absence of a clearly defined scope of services Strategic Economics will be available on-call for advisory services to City staff and other members of the design team. This would potentially include qualitative assessment and guidance regarding potential changes to the plan area's mix of land uses and their locations. Any on-call work would be funded from the project contingency and be subject to prior approval from City staff.

## **Exhibit A Appendix A.1**

### **Subcontractor Scope of Services**

#### **1. BKF Scope of Services**

##### **Task 1: Evaluate Infrastructure Impacts**

Scope of Work: BKF will meet with City of Santa Clara Water and Sewer Utilities Department, Silicon Valley Power, and PG&E to update existing conditions that may have changed since 2017. This research will include documenting any known upgrades to downstream sewer mains and pump stations that have been implemented or are planned, as well as improvements to the transmission and distribution systems for gas, water and electricity. Additionally, BKF will update documents prepared in 2017 to add 1,500 residential units to the proposed development scenarios and make recommendations for potential infrastructure upgrades or future analyses that may be required to accommodate the projected demands. The updated documents will include sewer and water demand projections that can be used by City Staff to prepare a Water Supply Assessment and perform further hydraulic analyses in-house as-needed.

35 Estimated Hours

#### **2. Fehr & Peers Scope of Services**

##### **TASK 1: SPECIFIC PLAN UPDATE**

Fehr & Peers will work with the Perkins + Will team to update relevant sections of the Tasman East Specific Plan. Based on discussions with the City, Fehr & Peers understand there is a desire to update select portions of the specific plan, potentially including parking, TDM, street layout, and related circulation policies. Fehr & Peers have allocated up to 48 hours for this task.

##### **TASK 2: TRANSPORTATION IMPACT ANALYSIS**

Fehr & Peers will prepare a Transportation Impact Analysis (TIA) for use in the Specific Plan EIR.

The operations of up to 20 intersections and 20 freeway segments will be evaluated during the weekday morning (AM) and evening (PM) peak hours for the scenarios as shown below. If the project size is large enough such that more than 20 intersections could potentially be impacted and the City determines there

is a need to include additional intersections, Fehr & Peers will analyze more intersections for an additional fee.

**Scenario 1:** *Existing Conditions* - Existing volumes obtained from counts representing peak traffic conditions during the morning and evening commute periods, plus previously approved trips from the current version of the Tasman East Specific Plan.

**Scenario 2:** *Background Conditions* - Existing volumes plus traffic from approved but not yet constructed and unoccupied developments in the area, including Phases 1-3 of City Place and previously approved trips from the current version of the Tasman East Specific Plan.

**Scenario 3:** *Background Plus Project Conditions* - Background volumes from Scenario 2 plus project traffic.

**Scenario 4:** *Cumulative No Project Conditions* – Fehr & Peers will use VTA's model refined for the proposed City Place Project, which includes approved trips from the current version of the Tasman East Specific Plan.

**Scenario 5:** *Cumulative Plus Project Conditions* – Scenario 4 volumes plus traffic generated by the Project.

Fehr & Peers will use the VTA Transportation Impact Analysis Guidelines and the TRAFFIX software package to analyze transportation impacts and intersection operations. Freeway segments will be analyzed in accordance with VTA guidelines. The TIA will also address potential impacts to transit service, bicycle activity, and pedestrian activity.

### **Task 2.1: Initial Trip Generation Estimates, Data Collection and Evaluation of Existing Conditions**

Under this task, Fehr & Peers will develop vehicle trip generation estimates, along with trip distribution, and trip assignment for the proposed project. Initial project vehicle trip generation estimates, distribution patterns, and assignments will be submitted to City staff for review and will be refined if necessary to respond to their comments.

Once the final scope is approved by the City, Fehr & Peers will compile and review the available background documents relevant to the study area. Fehr & Peers will collect the following information for transportation facilities within the project area:

**Motor Vehicle Traffic:** Fehr & Peers has budgeted for analysis of up to 20 intersections and 20 freeway segments, to be confirmed by the City once initial

trip generation estimates are developed. The final set of intersections and freeways segments will be selected based on consultation with the City. Due to the current COVID pandemic, Fehr & Peers will not conduct new traffic counts at any new intersections. Instead, Fehr & Peers will use previous counts provided by the City and apply a reasonable growth factor to estimate traffic volumes that would exist under ordinary, non-pandemic conditions.

This task includes a site visit to observe peak hour transportation operations, obtain lane configurations, and other site specifics such as physical characteristics of the site and the surrounding transportation network.

**Transit, Pedestrian and Bicycle Conditions:** Fehr & Peers will also update the description of existing transit service, bicycle conditions and pedestrian conditions in the vicinity of the Specific Plan.

### **Task 2.2: Evaluate No Project Conditions**

Fehr & Peers will evaluate a No Project scenario under Background and Cumulative Conditions. Volumes for Background Conditions will be derived accounting for approved, but not yet constructed projects in the Plan area.

Volumes for Cumulative Conditions will be obtained from the City Place version of the VTA's travel demand model. The City Place version of the VTA travel demand model has been validated and calibrated.

### **Task 2.3: Evaluate Project Conditions**

Fehr & Peers will adjust the volumes developed in the Background and Cumulative No Project scenario to account for improvements to circulation and transportation demand management strategies from the Project. Once estimates of vehicle trip generation have been developed, the directions of approach and departure of trips will be estimated based on the locations of complementary land uses, existing travel patterns in the area, and proposed modifications of the roadway network. The project vehicle trip generation estimates, distribution pattern, and assignments will be refined to respond to comments received from City staff. Intersection LOS calculations will be conducted to estimate the LOS of the study locations during the AM and PM peak hours after completion of the proposed project.

### **Task 2.4: VMT Analysis**

VMT has been adopted as a statewide metric for evaluating project transportation impacts in accordance with SB 743 and guidance prepared by the Governor's Office of Planning and Research (OPR). VMT is presumed to be less than

significant due to the Specific Plan area's proximity to high-frequency transit; as a result Fehr & Peers will not conduct a quantitative analysis of VMT but will instead qualitatively discuss why VMT effects are expected to be less than significant.

VTA's new VMT Evaluation Tool will be used to support the qualitative assessment and confirm the Specific Plan area meets eligible VMT screening criteria. A more detailed quantitative analysis of VMT effects can be completed as an optional task.

### **Task 2.5: Transit Delay Analysis for Buses and Rail Routes**

Fehr & Peers will conduct a transit delay analysis for buses and rail routes in the vicinity of the Specific Plan. For the purposes of this task, transit network performance will be analyzed during the AM and PM peak hour based on the average transit vehicle delay associated with congestion at signalized intersections along a specified corridor with and without the Project.

The change in average transit vehicle delay will be determined using the following process:

- Review Traffix analysis software output for intersection delay. The average delay, by movement, at each intersection within a study corridor in the transit vehicle path of travel will be determined.
- The transit vehicle average delay due to congestion at intersections will be determined by summing the movement delay for each signalized intersection along the study transit corridor. The effects of transit signal priority or preemption will not be considered.
- Without and With Project average transit vehicle delay associated with congestion at intersections will be compared. Note that the transit vehicle dwell time at transit stops is not included in the analysis.

The City of Santa Clara and the VTA do not have documented standards related to transit corridor performance associated with congestion resulting from new development projects. The agencies also do not have a documented method for determining which transit corridors should be analyzed. For purposes of this study, the following routes within one mile of the Specific Plan area and that have full day service with a frequency of 30 minutes or less will be analyzed:

- VTA Orange Line – Tasman Drive: North First Street to Great America Parkway
- VTA Green Line – Tasman Drive: North First Street to Great America Parkway



- Route 57 – Great America Parkway: Mission College Boulevard to Tasman Drive
- Route 59 – Great America Parkway: Mission College Boulevard to Tasman Drive

Potential mitigation measures will consider improvements such as increased transit service frequencies, improved pedestrian/bicycle access, and other improvements to enhance transit travel and reduce conflicts with general automobile traffic.

A transit capacity analysis is neither required as part of the VTA TIA Guidelines, nor is in the latest Governor's Office of Planning and Research (OPR) guidance. As a result this task will focus primarily on transit delay, rather than transit capacity. However, given the nature of the Specific Plan and its proximity to transit, Fehr & Peers propose to qualitatively evaluate the Project's effect on transit capacity at the Great America station, although this may not be identified as a Project impact.

### **Task 2.6: Identify Significant Operational Impacts, Recommend Mitigation Measures**

The results of the analysis for the Project will be compared to the results for the corresponding No Project Conditions for the scenarios as described above to identify roadway impacts. Significant transportation impacts will be identified based on the City of Santa Clara's non-CEQA operational standard and in keeping with current state of the practice. If significant operational impacts are identified, Fehr & Peers will recommend feasible mitigation measures, such as TDM strategies and other innovative methods.

A morning and evening left-turn queuing evaluation will be conducted under Existing and Background Conditions at impacted intersection locations. Specifically, Fehr & Peers will compare the 95th percentile queues from TRAFFIX output between the appropriate No Project and Plus Project scenarios. This analysis will be conducted for up to ten movements at locations where the project adds enough traffic that available storage may need to be modified. Per TIA guidelines, the queuing evaluation is required for only the near-term analysis and will not be conducted for Cumulative Conditions.

A freeway ramp queuing analysis will be conducted for freeway ramp intersections to confirm that project trips will not result in queue backups to the project mainline or require modifications to ramp metering rates. Ramp analysis will be conducted for all study intersections with on- or off-ramps and will be evaluated for Existing and Background scenarios. Queue lengths will be reported based on Traffix analysis outputs only; no additional analysis of queuing using other traffic analysis software programs is assumed to be part of this task.

The effect of the project on transit, bicycle, and pedestrian facilities will be evaluated in terms of conflicts with existing or planned facilities or creation of hazardous conditions for bicyclists or pedestrians. Similarly, Fehr & Peers will ensure efficient linkages with existing and potential future transit, bicycle and pedestrian facilities. Fehr & Peers will present specific mitigation measures that ensure adequate pedestrian, bicycle, transit, and automobile circulation within the project site and integration with the area's existing facilities.

### **Task 2.6: Documentation**

Fehr & Peers will document our findings in a report that will include text, graphics, and tables to describe study analysis methods and results, the potential impacts of the proposed project, and corresponding mitigation measures. Fehr & Peers will submit one hard copy of the Administrative Draft TIA report and one separately bound appendix, plus one electronic version for review by the City. This scope assumes up to 24 staff hours to respond to all comments on the Administrative Draft TIA report and prepare the Draft TIA.

Fehr & Peers will submit the Draft TIA report and Appendix for review by the City, VTA, and other agencies as applicable. This scope assumes up to 16 staff hours to respond to comments on the Draft TIA report received from the City of Santa Clara. Once the comments have been incorporated, Fehr & Peers will produce a Final TIA report and submit one hard copy and one electronic copy to City staff. Each copy will have the report and appendices bound separately.

#### *Deliverables:*

- Administrative Draft Transportation Impact Analysis
- Agency Draft Transportation Impact Analysis
- Final Transportation Impact Analysis Chapter/Appendix for the Draft EIR

### **Task 2.7: Response to Comments**

Fehr & Peers will prepare response to comments received during the public review period regarding transportation and circulation.

#### *Deliverables:*

- Response to comments in written form

## **TASK 3: EIR CERTIFICATION AND ADOPTION**

Fehr & Peers will assist with updates to the TIA to be included in the Final EIR based off comments received in Task 2 as well as changes adopted by either the Planning Commission or City Council.

### *Deliverables:*

- Updated/Revised Transportation Impact Analysis Chapter/Appendix for the Final EIR

## **TASK 4: MEETINGS**

Fehr & Peers will participate in up to 6 project team conference calls as part of this task. Fehr & Peers will also attend up to 2 public hearings as part of Specific Plan adoption.

### **3. David J. Powers and Associates (DJP&A) Scope of Services**

Per California Environmental Quality Act (CEQA) Guidelines Section 15162, 15163, and 15164, when an EIR has been certified for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines that substantial changes to the project or circumstances under which the project is undertaken would result in new or greater significant impacts than previously disclosed in the certified EIR.

Modifications to the TESP may have significant impacts on air quality, greenhouse gas emissions, noise, and transportation. These resource sections will be addressed in a Subsequent EIR (SEIR), as described below.

#### [Preparation of the Subsequent EIR](#)

##### **Kick-Off Meeting and Subsequent EIR Initiation**

DJP&A will attend one SEIR kick-off meeting with the City and the project team to discuss the project, further refine the SEIR scope as needed, identify alternatives, and coordinate the scheduling and preparation of the SEIR.

##### **Project Description and Notice of Preparation**

DJP&A will draft a project description and provide it to the City and Perkins + Will to review for accuracy. The project description will be based on project information to be provided by Perkins + Will. A preliminary list of project information needed is included on page 8 of this scope of work. Once the project description is finalized, DJP&A will prepare the SEIR NOP.

DJP&A will prepare the NOP for circulation by the City of Santa Clara. The NOP will include a brief project description, project location map, and discussion of potential environmental effects of the project. This scope includes DJP&A attendance at one public scoping meeting for the project. The text of the SEIR will incorporate relevant issues raised in the responses to the NOP received during the 30-day NOP circulation period.

## **Initial Study**

DJP&A will prepare an Initial Study which will be incorporated in the SEIR as an appendix to focus the SEIR on potentially significant issues pursuant to CEQA Guidelines Section 15178. The significant issues are discussed further below.

## **Preparation of Administrative Draft Subsequent EIR**

DJP&A will prepare a SEIR consistent with the requirements of CEQA and the City of Santa Clara. The SEIR will include an introduction, summary, project description, environmental setting, discussion of environmental impacts, and mitigation measures to reduce significant impacts. The primary issues anticipated to be addressed in the SEIR are air quality, greenhouse gas emissions, noise, and transportation, as described

### Introduction

The introduction to the SEIR will describe the purpose of the SEIR, provide a general overview of the CEQA process, and describe the public participation process and opportunities for input.

### SEIR Summary

A summary of the SEIR will include a brief description of the proposed project and identify the impacts of the project and proposed mitigation measures in tabular format. The summary will also briefly describe the project alternatives and address any known areas of public controversy.

### Project Description

The SEIR will include a project description identifying the revised development totals anticipated in the Plan Area. The project description will also include a list of project objectives, necessary discretionary actions, and decision-making agencies. Maps and graphics will be provided to illustrate the text.

### Existing Environmental Setting, Impacts, and Mitigation Measures

The Administrative Draft SEIR will discuss those resource areas found to be potentially significant in the Initial Study analysis and/or those areas required to be included in the SEIR. The SEIR will provide: 1) a detailed description of the existing environmental setting; 2) impacts that may result from the proposed project; and 3) feasible mitigation measures to avoid or reduce impacts to a less than significant level. A discussion of the project's consistency with applicable plans and policies will be included with particular attention given to inconsistencies, if any are identified.

Based upon DJP&A current understanding of the project, DJP&A anticipate the key environmental issues for the project will include the following resources:

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- **Air Quality** – The SEIR will evaluate air quality impacts from construction and operational emissions. Under contract with DJP&A, an air quality and greenhouse gas (GHG) assessment will be completed by Illingworth & Rodkin, Inc. (I&R) to assess impacts related to the proposed project. Construction air quality impacts associated with the project will be addressed by predicting construction period regional criteria pollutant emissions. The latest version of the CalEEMod model will be used to quantify emissions. New sensitive receptors would be placed near sources of toxic air contaminants (TACs) and fine particulate matter (PM<sub>2.5</sub>). The previous air quality assessment will be updated using screening data provided by the Bay Area Air Quality Management District (BAAQMD). The SEIR will identify existing sources of TACs and PM<sub>2.5</sub> in the TESP area and their concentrations. These levels will be compared against BAAQMD CEQA thresholds (i.e., cancer risks of 10 cases per one million).
- **Greenhouse Gas Emissions** – GHG emissions would be computed using the CalEEMod model that is recommended by BAAQMD, as described above for air quality emissions. Default inputs for the Bay Area would be used in the model along with local information regarding transit, pedestrian, and bicycle modes of travel that would replace vehicle trips. The CalEEMod model would compute annual emissions that include traffic and indirect sources such as natural gas, electricity use, water usage, and generation of solid waste that is stored in landfills. The change in emissions compared with existing land uses assumptions would be evaluated. According to the latest version of the BAAQMD CEQA Air Quality Guidelines, GHG impacts from General Plans should be evaluated based on emissions per capita. The GHG analysis would work with City staff to develop a GHG per capita emission threshold, since plan development is anticipated to occur beyond 2020, where the BAAQMD thresholds become obsolete.
- **Noise** – The project proposes to increase the number of dwelling units and office space in the TESP area. I&R will prepare a brief noise memo which will calculate noise generated by construction activities and project-generated traffic at nearby sensitive land uses. The SEIR will assess the impacts of project construction and operation on residences in the vicinity of the Plan Area.
- **Transportation** – Modifications to the project would increase potential peak hour project-generated trips. Under contract with Perkins + Will, Fehr & Peers will prepare a Vehicle Miles Traveled (VMT) analysis per Senate Bill 743. Additionally, Fehr & Peers will update the Traffic Impact Analysis that was prepared previously for the plan area. The SEIR will analyze, at a program-level, impacts from any transportation improvements required for the project.

Pursuant to CEQA, the SEIR will also include a discussion of cumulative impacts; alternatives; growth inducing impacts; significant, unavoidable impacts; significant

irreversible environmental changes; references; and lead agency and consultants. Upon completion of the Administrative Draft Subsequent EIR, DJP&A will submit up to five hard copies of the document to the City for review and comment.

#### [Draft Subsequent EIR and Notice of Completion](#)

##### **Revision of Administrative Draft Subsequent EIR/Preparation of Draft Subsequent EIR**

Once the City provides DJP&A with comments on the Administrative Draft Subsequent EIR, DJP&A will revise the document and submit an electronic copy of the Screencheck Draft SEIR to the City for final review and comment. DJP&A will make any final revisions to the Screencheck Draft SEIR and prepare the Draft SEIR for public circulation. DJP&A will provide the City with up to 20 hard copies of the Draft SEIR for public distribution, a PDF of the document for posting on the City's website, as well as 15 CDs for the State Clearinghouse.

##### **Notice of Completion**

DJP&A will prepare the Notice of Completion (NOC), in accordance with the CEQA and City of Santa Clara requirements. The NOC will include a brief description of the project, the project location, and will state where copies of the Draft SEIR are available for review. DJP&A will submit an electronic draft of the NOC to the City for review and comment. DJP&A will revise and finalize the NOC based on City comments. DJP&A will transmit the NOC and copies of the Subsequent EIR to the State Clearinghouse on behalf of the City. This scope assumes the City will prepare a Notice of Availability and file it with the County Clerk.

#### [Final Subsequent EIR, Mitigation Monitoring and Reporting program, and Other Related Items](#)

##### **Preparation of Final Subsequent EIR**

Upon completion of the 45-day Draft SEIR circulation period, DJP&A will prepare an Administrative Draft Final SEIR. The Final SEIR will contain the following:

- List of persons and agencies who commented on the Draft SEIR;
- Responses to comments on the Draft SEIR;
- Revisions to the SEIR text, as necessary; and
- Copies of letters received on the Draft SEIR.

This scope of work assumes approximately 20 hours of Principal Project Manager time and 40 hours of Project Manager time to respond to comments. If additional effort is required to respond to the comments, it can be completed on a time and materials basis, in accordance with the fee schedule.

An electronic copy of the Administrative Draft Final SEIR will be submitted to City Staff for review. The document will be revised per the comments received, and DJP&A will provide up to 35 copies of the Final Subsequent EIR to the City for public distribution. DJP&A will also provide the City with a PDF of the document for posting on the City's website.

### **Preparation of Mitigation Monitoring and Reporting Program**

DJP&A will prepare a draft MMRP for the project. The MMRP will summarize the mitigation measures identified, when mitigation measures will be implemented, who will be responsible for implementation, and who will provide oversight. DJP&A will submit a draft of the MMRP for the City's use with the Screencheck SEIR.

### **Findings**

Although DJP&A are not attorneys and do not prepare legal findings, DJP&A will assist City Staff and the City Attorney in compiling information from the SEIR for findings required under CEQA Guidelines Section 15091, if requested to do so.

### **Notice of Determination**

DJP&A will prepare a Notice of Determination (NOD), in accordance with CEQA and City of Santa Clara requirements. The NOD will include a brief project description, date of project approval, determination of the project's environmental effects, mitigation measures and conditions of approval, statement whether overriding considerations were adopted, and the location where the Final SEIR and record of project approval may be examined.

DJP&A will submit an electronic copy of the draft NOD for the City's review. Based on comments received from the City, DJP&A will revise and finalize the NOD. An electronic copy of the finalized NOD will be submitted to the City.

## **Meetings and Hearing Attendance, Project Management**

### **Attendance of Meetings and Hearings**

This scope of work includes DJP&A attendance at up to two project meetings and two public hearings (e.g., one Planning Commission hearing and one City Council hearing). DJP&A can attend additional public hearings or meetings requested on a time and materials basis.

### **Project Management**

DJP&A will provide project management, contract administration, and coordination with the City and project team throughout the SEIR process. The DJP&A Project Manager will coordinate with the City on a regular basis using email and telephone communications.

## Estimated Schedule

DJP&A proposes the following optimum schedule for preparation of the SEIR. DJP&A can commit to maintain the schedule in the areas that are within DJP&A control. Completion of the Subsequent EIR, as outlined in the schedule below, is based upon receipt of project information listed on the following page in accordance with the schedule. Delays in receiving requested information or responses by others will result in at least day-for-day delays in the overall schedule.

Task	Duration of Task	Time Elapsed
1. DJP&A receives authorization to proceed and requested project information	---	1 day
2. DJP&A completes project description and submits to Perkins + Will for review	1 week	Week 1
3. DJP&A receives comments on the project description from Perkins + Will and completes revisions	1 week	Week 2
4. Project Kick-Off Meeting	--	Week 2
5. DJP&A completes notice of preparation (NOP) and submits to City for review	1 week	Week 3
6. Fehr & Peers submits trip generation estimates to City for approval	2 weeks	Week 2
7. City completes review of NOP and provides comments to DJP&A	2 weeks	Week 5
8. DJP&A completes revisions to NOP based on City comments	0.5 week	Week 5
9. City approves trip generation estimates	4 weeks	Week 6
10. NOP circulation	4 weeks	Week 9
11. I&R completes air quality and GHG and noise analysis (4 weeks after traffic data is available)	6 weeks	Week 12
12. Fehr & Peers completes VMT/Traffic Impact Analysis	10 weeks	Week 16
13. City staff completes Sanitary Sewer Capacity Analysis	10 weeks	Week 16



Task	Duration of Task	Time Elapsed
14. City staff completes Water Supply Assessment*	13 weeks	Week 19
15. Preparation and Submittal of the Administrative Draft Subsequent EIR*	4 weeks	Week 23
16. Review of Administrative Draft Subsequent EIR by City Staff	5 weeks	Week 28
17. DJP&A Revises Administrative Draft Subsequent EIR, Prepare Screencheck	3 weeks	Week 31
18. Review of Screencheck Subsequent EIR by City Staff	2 weeks	Week 33
19. DJP&A Revises Screencheck Subsequent EIR and Print Subsequent EIR for Circulation	1 week	Week 34
20. Draft Subsequent EIR Circulates for 45-day Public Review	6 weeks	Week 40
21. DJP&A Prepares Administrative Draft Final Subsequent EIR	3 weeks	Week 43
22. City Staff Reviews Administrative Draft Subsequent EIR	3 weeks	Week 46
23. DJP&A Revises and Submits Screencheck Subsequent EIR	2 weeks	Week 48
24. City Staff Reviews and Approves Screencheck Final Subsequent EIR	1 week	Week 49
25. DJP&A Revises Screencheck Subsequent EIR and Prints Subsequent EIR for Circulation	1 week	Week 50
26. City Circulates Final Subsequent EIR for 10 days	1.5 weeks	Week 52
Total	+/-	
* Preparation of the Water Supply Assessment and the Sanitary Sewer Capacity Analysis can be done concurrently. The timing of the start of the analyses is contingent on other projects in the queue.		

### Project Information Required

DJP&A scope and schedule are based on the assumption that DJP&A will receive the below project information concurrent with the authorization to proceed.

Perkins + Will shall provide DJP&A any and all revisions to the TESP/project description in a timely manner. If DJP&A submits an environmental review document based upon an obsolete project description, the environmental review schedule and potentially DJP&A's budget may increase, due to additional time required to revise the document and the need for possible updates to technical reports.

### Plans (in PDF)

- Revised TESP pages

### Project Details

- Written description of the project, including maximum development assumptions
- Utility improvements (if any)
- Right of way improvements (if any)
- Project objectives

### Technical Reports

- Traffic Impact Analysis
- Water Supply Assessment
- Water Hydraulic Modeling Analysis
- Sanitary Sewer Hydraulic Modeling and Capacity Analysis

**Fourth Revised Exhibit B  
Fee Schedule**

**1. Fees**

1.1. For the additional services described in the Fourth Revised Exhibit A, the cost of said services are as follows:

<b>Contractor</b>	<b>Amount</b>
Perkins + Will	\$52,000
Fehr & Peers	\$106,000
BKF	\$6,500
Strategic Economics	On-Call <sup>1</sup>
David J. Powers & Associates	\$84,984
<b>SUBTOTAL AMENDMENT NO. 4</b>	<b>\$249,484</b>
Contingency	\$25,516
<b>TOTAL AMENDMENT NO. 4</b>	<b>\$275,000</b>
Original Agreement Not-To-Exceed	\$759,425
Amendment No. 1	\$194,870
Amendment No. 2	\$186,587
Amendment No. 3	\$45,550
<b>REVISED NOT-TO EXCEED AMOUNT</b>	<b>\$1,461,432</b>

<sup>1</sup>Strategic Economics services are on-call and should their services be required any payments would come from the contingency amount.

**2. MAXIMUM COMPENSATION**

2.1. The maximum compensation the City will pay Contractor for all services provided under this Agreement shall not exceed **One Million Four Hundred Sixty-One Thousand Four Hundred Thirty-Two Dollars (\$1,461,432)** during the Term of the Agreement.