



EXHIBIT A-1 Amendment No. 1

October 17, 2019

Maren G. Schram, P.E.
Associate Civil Engineer
City of Milpitas
455 East Calaveras Boulevard, Milpitas CA 95035

RE: Milpitas Park, Well, and Pedestrian Bridge – Revised Scope Amendment Request #1

Dear Ms. Schram,

As requested, David J. Powers & Associates (DJP&A) is submitting this scope amendment to prepare a hazardous material risk appraisal and document compliance with the best management practices and conditions of approval included in the Milpitas Park, Well, and Pedestrian Bridge project. As we discussed, this budget amendment request also includes time for out-of-scope services provided during completion of the Addendum.

Hazardous Material Risk Appraisal

The City of Milpitas Fire Department requested documentation that the delivery, storage, and use of chemicals at the proposed well would not expose park users and off-site receptors (i.e., school and residences) to undue risk. Cornerstone Earth Group will review City of Milpitas regulations related to hazardous materials use, storage, and transportation and prepare a risk appraisal letter describing the quantifies and toxicity characteristics of the hazardous material that will be stored at the site and a licensed Risk Assessor will perform a risk appraisal associated with a hypothetical release during chemical delivery.

Compliance Documentation

The City of Milpitas requires documentation of compliance with the Best Management Practices and Standard Permit Conditions identified in the Addendum that are required of the project prior to issuance of a Grading Permit. DJP&A will review the Addendum and MMRP to identify all applicable measures and prepare a cover letter summarizing how the project complies with the measures. The cover letter will be attached to the required reports/documents/evidence of compliance. The following surveys and training would be completed in conjunction with the compliance documentation:

- Western pond turtle, burrowing owl, and nesting bird preconstruction surveys.
 - Archaeological presence/absence preconstruction survey.
 - Paleontological worker awareness training.
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Western Pond Turtle, Burrowing Owl, and Nesting Bird Preconstruction Surveys

The western pond turtle, burrowing owl, and nesting bird preconstruction surveys will be completed by *H.T. Harvey & Associates*, under contract to DJP&A. Per Policy 5.26 of the Milpitas Transit Area Specific Plan, the biologist will conduct a survey for burrowing owls within 30 days prior to the onset of construction activities. The biologist will survey the project site and, to the extent that access allows, areas within 500 feet of the site. The survey will include two early morning surveys and two evening surveys to ensure that all owl pairs have been located. The initial survey will occur no less than 14 days prior to the start of work activities, and the final survey will occur within 24 hours prior to the start of work activities.

If construction is initiated during the typical avian breeding season (February 1 through August 31), a nesting bird survey is required no more than seven days prior to the initiation of construction activities. Thus, *H. T. Harvey & Associates* will survey the site to determine the presence or absence of active nests of birds protected by any applicable statutes (i.e., the Migratory Bird Treaty Act and California Fish and Game Code). The biologist will search the entire work area thoroughly for any evidence of active nests. The survey will include all project areas that may be impacted by construction as well as a 300-foot buffer for raptors and a 100-foot buffer for other species, where access allows.

H. T. Harvey & Associates will also conduct a single daytime visual survey for western pond turtles within 48 hours prior to the beginning of construction activities. For the sake of efficiency, this survey will be conducted simultaneously with the second burrowing owl survey (see above). Following the surveys, *H. T. Harvey & Associates* will produce a report of findings, and, if an active burrowing owl burrow, other bird nest, or western pond turtle is found sufficiently close to the project area to be disturbed by the proposed activities, recommendations for proceeding with the proposed work.

Archaeological Presence/Absence Preconstruction Survey

The archaeological presence/absence preconstruction survey will be completed by *Holman & Associates*, under contract to DJP&A. Holman & Associates will mark the locations of the presence/absence field work for USA Services and notify this agency of impending subsurface work. A private utility locator will also be used refine the markings. USA marking and subsequent agency markings must be completed on dry pavement.

The presence/absence fieldwork would be completed only after the utilities have been marked. Work would consist of directing a backhoe to excavate approximately 10 trenches throughout the site. Soil stratigraphic changes will be noted and photo documented for each trench and its location mapped. Fieldwork cannot be conducted during rainy conditions and the land has to be sufficiently dry for a backhoe to excavate. Each trench will be backfilled by the end of the workday. Backfilling will be completed using a standard backhoe that can achieve a general compaction but not to any specified engineering standards.

A report will be prepared documenting the results of the presence/absence field findings as well as providing further recommendations, if needed. The report will be submitted for one round of review to the City.

The presence/absence survey is limited to the above described tasks and does not include evaluating any archaeological resource that might be identified by these efforts. No work will be completed until all necessary permits/licenses (e.g., business licenses and/or excavation or encroachment permits) are obtained. The cost to obtain permits, if necessary, would be billed as an additional task under the contingency (see below).

[Paleontological Worker Awareness Training](#)

The paleontological worker awareness training will be completed by *Cogstone Resource Management, Inc.*, under contract to DJP&A. *Cogstone* will prepare a project specific paleontological worker awareness training presentation and provide one in-person worker awareness training presentation at one kick off meeting for construction personnel prior to earth-moving activities. *Cogstone* will record the presentation with audio for subsequent training on CD.

Coordination and Meetings

DJP&A will coordinate completion of the surveys with City Staff and manage preparation of the reports. This scope of work includes up to 20 hours for project coordination with City Staff and/or the project team. This scope does not include meeting attendance by DJP&A or our subconsultants.

Addendum for the Milpitas Park, Well and Pedestrian Bridge

The Addendum for the Milpitas Park, Well, and Pedestrian Bridge project was completed in July. As we discussed, the Addendum required substantially more time to complete than estimated in our scope. The overage was largely due to the protracted project schedule and project complexity (i.e., the project is actually three separate projects). We also prepared a Mitigation Monitoring and Reporting Program (MMRP) for the project. Preparing an MMRP was not included in our scope of work because Addenda typically don't require MMRPs. The MMRP was warranted due to the specific nature of the measures included in the proposed project, compared to the programmatic measures identified in the MTASP EIR.

Budget Proposal

The cost to complete the additional services described above is **\$55,000**, which includes a contingency. If we do not need all the time that has been budgeted, we will only bill for the time actually spent completing the work. The estimated costs to complete the tasks contained in this scope amendment request are outlined in the table below.

David J. Powers & Associates	
Project Management and Coordination and Preparation of Compliance Letter	\$7,025
Reimbursable Expenses	\$100
Addendum Completion	\$10,000
Subconsultants	
HT Harvey & Associates (Biology)	\$5,130
Holman & Associates (Archaeology)	\$15,525
Cogstone Resource Management (Paleontology)	\$1,970
Cornerstone Earth Group (Hazardous Materials)	\$5,465
Subtotal:	\$45,215
Contingency	\$9,785
Total:	\$55,000

Assumptions and Limitations

We assume that the overall compliance process will take no more than four weeks and have estimated a level of project management commensurate with that schedule. If additional project management services are required, such as extensive coordination between team members in order for us to obtain the necessary compliance documentation, then additional budget may be needed. DJP&A will notify you if the level of project management begins to exceed expectations.

Our current agreement, dated May 21, 2018, authorizes expenditures up to \$68,843. With approval of this proposed scope amendment, the total authorized not-to-exceed cost will be **\$123,843**. Please feel free to contact me if you have any questions about this proposal or need any additional information.

Sincerely,



Demetri S. Loukas

Principal Project Manager

EXHIBIT B-1 Amendment No. 1

Charge Rate Schedule¹

Title	Hourly Rate
Senior Principal	\$275
Principal Project Manager	\$250
Senior Environmental Specialist	\$220
Senior Project Manager	\$195
Environmental Specialist	\$180
Biologist	\$170
Project Manager	\$170
Associate Project Manager	\$145
Assistant Project Manager	\$120
Researcher	\$105
Draftsperson/Graphic Artist	\$110
Document Processor/Quality Control	\$100
Administrative Manager	\$100
Office Support	\$85

Notes: Materials, outside services, and subconsultants include a 15 percent administration fee. Mileage will be charged per the current IRS standard mileage rate at the time costs occur.

¹ David J. Powers & Associates, Inc. provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.