

Master Consultant Agreement

Amendment to Approved Service Order No. 48 – Cover Page

-
1. CPMS Contract No.: 7353
 2. First Second Third Fourth Amendment to Approved Service Order No. 48
 3. Consultant's Name: Stantec Consulting Services, Inc.
-

Project Name: San José-Santa Clara Regional Wastewater Facility Project Management Services for Primary Clarifiers and Pump Stations Condition Assessment ("Project")

Amendment Description: This third amendment to Service Order No. 48 extends the completion dates for all tasks and reallocates budget to the multiplier compensation for Task 1 (Project Manager). Total compensation remains unchanged.

4. The above-referenced Approved Service Order is amended as follows:

- Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.
- Tasks – Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.
- Terms and Conditions – Attachment B:** The original First Revised Second Revised Attachment B is amended to read as set forth in the attached First Second Third Revised Attachment B.
- Compensation Table – Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. **Consultant Approval:**  Date: Apr 4, 2022

7. **Approval as to Form (City Attorney):**

Approved Service Order Amendment Form Approved by the Office of the City Attorney
(There are no material changes to the provisions of the Approved Service Order Form.)

Approved as to Form: Date: _____
(Sr.) Dept. City Attorney: _____

8. **City Director Approval:**  Date: Apr 4, 2022
[Napp Fukuda \(Apr 4, 2022 16:12 PDT\)](#)

First Second Third **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 48 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

The original Attachment A, including any exhibits thereto, is deleted in its entirety and replaced by the following:

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

General Description of Project for which Consultant and Major Subconsultant will Provide Services:

INTRODUCTION

This Service Order No. 48 ("SO") is issued pursuant to the Amended and Restated Master Consultant Agreement ("AGREEMENT") between the City of San José ("CITY") and Stantec Consulting Services Inc. ("CONSULTANT"), dated October 17, 2017. It provides details about the professional consultant services to be provided to CITY by CONSULTANT for implementation of the 2022-2026 Wastewater Facility Capital Improvement Program ("CIP"). All capitalized terms not defined in this Approved Service Order shall have the meanings set forth in the AGREEMENT.

BACKGROUND

The Adopted 2022-2026 CIP for the San José-Santa Clara Regional Wastewater Facility ("RWF") provides funding of \$1.18 billion, of which \$241 million is allocated in 2021-2022, to implement critical rehabilitation and replacement projects, including several significant energy, liquids process, solids process, and facility improvement projects. To assist the CITY with the timely delivery of projects included in the CIP, CITY desires to contract with CONSULTANT for the provision of project management and engineering support services as further described below.

OBJECTIVE

The objective of this SO is for CONSULTANT and Major Subconsultant to provide staff to provide Project Manager and Subject Matter Expert services for the PROJECT. CONSULTANT's Project Manager shall be responsible for the development and management of the PROJECT scope, budget, and schedule in accordance with City policies, procedures, and processes.

SPECIFIC SERVICES

Services to be provided by CONSULTANT under this SO shall be performed in accordance with the following documents, collectively referred to as "PROGRAM DOCUMENTS":

- Adopted Plant Master Plan ("PMP") and Environmental Impact Report ("EIR")
- Adopted 2022-2026 CIP
- CIP Program Project Packages

- Master Project Schedule
- Project Delivery Model (“PDM”)
- Program Execution Plan (“PEP”)

The PROGRAM DOCUMENTS are located on the CIP Portal, a centralized program collaboration website that serves as a communications, reporting, and document management hub for all CITY and CONSULTANT staff involved with implementation and delivery of the CIP. The CIP Portal and related PROGRAM documents are accessible via the following link and is hereby incorporated by reference: <https://sanjose.cipportal.com>.

The CIP Program Project Package (“Project Packages”) describes 33 project packages grouped into four major process areas: 1) Energy & Automation, 2) Plant-wide Facilities, 3) Solids Processing 4) Liquids Processing. The Project Packages provide planning level descriptions of the project background and need, estimated project cost, phasing and implementation schedule. Together, the Project Packages represent the estimated \$1.4 billion in capital investments to be made at the Wastewater Facility over the next ten years. CONSULTANT staff assigned to perform project management and engineering support services in connection with implementation of the Adopted Five-year CIP will be responsible for managing and delivering their assigned PROJECT scope, budget, and schedule in accordance with the CITY’s and PROGRAM’s project delivery performance measures and metrics.

The Master Project Schedule describes the collective project schedules that have been established for the projects using the Oracle-based Primavera P6 software application. A baseline schedule has been established for each project to include: start and end date, duration by phase (i.e. feasibility/development, design, bid and award, construction, and post-construction), total project duration, and schedule variance. CONSULTANT staff assigned to perform project management and engineering support services in connection with implementation of the CIP will do so in accordance with the Master Project Schedule.

The PDM describes the phases of a project’s life cycle (i.e. feasibility/development, detailed design, bid/award, construction, and post-construction) and the various inputs/outputs (deliverables), documentation, and approvals required for each stage of a project. CONSULTANT staff assigned to perform project management and engineering support services in connection with implementation of the CIP will be required to follow the PDM.

The PEP describes the resources, processes, and systems associated with overall structure and delivery of the PROGRAM. It details the PROGRAM’s 1) mission, vision, and goals, 2) organizational structure including position roles, qualifications, responsibilities, and levels of authority, 3) plans and procedures for governing activities at both the program and project levels, 4) project-level guidance for managing projects from conceptual planning through final acceptance, 5) tools, systems, and reports for scope, schedule, and budget controls, and 6) Facility operational strategy, asset management strategy, knowledge transfer strategy, financing strategy, etc. CONSULTANT staff involved with implementation and delivery of the CIP will be required to follow the PEP.

The above description of the PROGRAM DOCUMENTS is not intended to be all-inclusive. These documents are considered “living” documents and will be updated from time to time in order to reflect the PROGRAM’s evolving needs and objectives as mutually agreed to between CITY and CONSULTANT.

The Project Manager and Subject Matter Expert resources to be furnished by CONSULTANT under this SO shall meet the minimum qualifications, skills, competencies and experience by resource type

as defined in Appendix A of the PEP. Resource assignments and substitutions shall be subject to approval by the CIP Program Director.

Task 1. Project Manager

A. Services: CONSULTANT shall provide project manager services on a continuous time and material basis to assist CITY with delivery of the PROJECT. CONSULTANT's staff assigned to the Project Manager role shall perform the duties as described in Appendix A of the PEP and as additionally described in this SO, which includes, but is not limited to the following:

1. Develop, update, and provide overall management of the PROJECT scope, schedule, and budget.
2. Support CITY in the development of third-party design, design-build, and/or other specialty consultant scopes of work (e.g. specialty inspections, systems integration, start-up and commissioning, etc.); preparation of procurement documents such as Request for Expressions of Interest ("RFEIs"), Request for Qualifications ("RFQs"), and Request for Proposals ("RFPs"); evaluation of Statement of Qualifications ("SOQs").
3. Support CITY in negotiating, preparing, and executing third-party consultant contracts, service orders, and amendments.
4. Evaluate and recommend a preferred delivery method for PROJECT. If design-build is selected by CITY, prepare an informational memo for CITY's approval.
5. Support CITY in the day-to-day management and review of third-party consultants' contracted scope work scope, performance, deliverables, and invoices
6. Coordinate and provide technical review of design submittals including but not limited to feasibility studies, condition assessment reports, engineering calculations, conceptual design reports, 30-60-90-100% design documents (scope, schedule, cost estimates)
7. Develop general information and technical packages for the Clean Water State Revolving Fund ("SRF") loan application, if requested
8. Coordinate and track overall SRF loan application
9. Work with CITY's Planning Department and Program's Environmental Team to obtain appropriate CEQA clearance and biological permits
10. Evaluate wastewater technology and equipment selection and recommendations
11. Utilize CITY and PROGRAM project delivery tools and standard practices in the day-to-day management of PROJECT (e.g., monthly expenditure reports, decision logs, risk registers, stage gates, etc. as defined in the PEP, PDM, and/or CIP Portal)
12. Prepare the final PROJECT bid package and plans & specifications advertisement recommendation memo for CITY's approval and bidding
13. Develop working knowledge of CITY's Capital Program Management System ("CPMS") and Bidding systems
14. Evaluate and prepare responses to Request for Information ("RFIs"), preparing written Addenda(s), attending bid openings, evaluating bid packages, and performing contractor reference checks
15. Evaluate and prepare responses to bid protest(s)
16. Prepare bid and award recommendation memos for CITY's approval
17. Attend Treatment Plant Technical Advisory Committee ("TAC") meetings, Treatment Plant Advisory Committee ("TPAC") meetings, Transportation and Environment Committee ("T&E") meetings, and/or City Council meetings in support of PROJECT

recommendations, as requested by CITY

18. Support CITY in negotiating, preparing, and executing third-party construction management and/or other specialty services contracts, as applicable
 19. Support CITY in the day-to-day management and review of third-party construction managers' and/or specialty consultant services contracted scope work scope, performance, deliverables, and expenditures, as applicable
 20. Coordinate with Resident Engineer and monitor construction progress and construction contractor performance in conjunction with the PROGRAM's construction administration staff
 21. Participate in value management activities through the PROJECT's life cycle as defined in the PEP, PDM, and/or CIP Portal
 22. Participate in PROJECT and PROGRAM meetings and workshops including but not limited to:
 - i PROJECT Initiation Meeting
 - ii PROJECT Team Meetings
 - iii PROJECT Stage Gate Meetings
 - iv PROJECT Kick-off Meeting, Conceptual Design Review Meeting/Workshop, 30-60-90-100 Design Review Meetings/Workshops, Value Engineering Meetings/Workshops, HazOp Workshops, etc.
 - v Project Managers Meetings
 - vi Construction Coordination Meetings
 - vii Biweekly or Monthly Package Managers Meetings
 - viii Program Leadership Meetings
 - ix Project Closeout/Completion Meeting
 - x CIP/O&M Coordination Meetings, as requested
 - xi Other meetings, as requested by City
 23. Coordinate, schedule, facilitate, prepare for, and follow up on above-mentioned meetings, as required.
 24. Prepare updates for monthly PROJECT progress reports (internal & external)
- B. Deliverables:** The CONSULTANT must complete the deliverables, as shown in Exhibit 1, in accordance with the frequency and definition outlined within the PEP.
- C. Completion Time:** CONSULTANT shall complete the services and deliverables for this task in accordance with:
- On or before the following date: October 31, 2022.
- On or before ___ Business Days from _____.

Task 2. Subject Matter Experts

CONSULTANT shall provide Subject Matter Expert (“SME”) services on an as-needed time and material basis to assist CITY with delivery of the PROJECT. Subject areas may include, but are not limited to:

- Alternative Delivery
- Architecture
- Automation and Control Standards
- Biosolids
- Computer-Aided Design / Business Information Modeling
- Constructability
- Design Review
- Economics, including TBL+ and Life Cycle Costing
- Electrical
- Finance
- Hydraulics
- Instrumentation & Control / Process Controls
- Mechanical
- Operability
- Process (Liquid & Biological)
- Structural
- Value scoping, analysis, value engineering, and/or peer review
- Odor Strategies and Technologies

CONSULTANT’s Senior Program Engineering Manager shall be responsible for overseeing requests for SME assistance from Package Managers and/or Project Managers. CONSULTANT’s Senior Program Engineering Manager shall coordinate requests and estimates of effort, and work with Project Managers and CITY Program Staff to ensure expenditures do not exceed task allocations.

- A. Services:** As requested and directed by PROJECT staff, CONSULTANT will provide SME(s) to provide PROJECT related technical advice and engineering support on an as-requested basis. This will include activities across the various lifecycle stages of the PROJECT covering project planning and initiation, feasibility and development, procurement, design, bid and award, construction, and post-construction activities for the PROJECT: Such activities shall include, but not be limited to:

1. Attend Meetings and Workshops.

As directed by PROJECT staff, CONSULTANT will attend PROJECT meetings and/or technical workshops in support of PROJECT delivery.

2. Review Deliverables and Reports.

As directed by PROJECT staff, CONSULTANT will assist in conducting reviews of facility related deliverables and reports. CONSULTANT will document review, provide feedback and respond to questions presented by CITY staff regarding review feedback. Review comments will be documented using the CIP Quality Review Form (“QRF”). It is anticipated that formal review inputs may be requested from SMEs at the following stages of the PDM:

- Scoping
- Conceptual Design
- 30%, 60%, 90% and 100% for Design-Bid-Build
- Key design milestone reviews including GMP baseline for Design-Build
- Bid and Award
- Construction and Commissioning / Start Up / Final Acceptance
- Post-Construction

3. Provide Technical Input, Strategy Development, and QA/QC supports.

As directed by PROJECT staff, CONSULTANT will provide technical input, advice on strategy development, and QA/QC support to assist in the overall delivery of the PROJECT.

B. Deliverables: The CONSULTANT must complete the deliverables as applicable to performed scope:

1. Meeting or Workshop Summary Memo – comments on meeting content and outcomes.
2. Technical Memo - documenting Peer Review comments, or other Technical Input or Strategy Development advice.
3. Quality Review Form - documenting review of technical deliverables or QA/QC support.
4. General written correspondence with the PROJECT team.
5. Other documents, as requested by CITY, including, but not limited to technical memoranda, side memoranda, written evaluations, and written analysis.

C. Completion Time: CONSULTANT shall complete the services and deliverables for this task in accordance with:

On or before the following date: October 31, 2022.

On or before ___ Business Days from _____.

First **Second** Third **Revised Attachment B: Terms and Conditions**

This Revised Attachment B is attached to the First Second Third amendment to Approved Service Order No. 48 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The original Attachment B, including any exhibits thereto, is deleted in its entirety and replaced by the following:

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

| | |
|---|--------------------------------------|
| Name: Napp Fukuda | Phone No.: 408-793-5353 |
| Department: Environmental Services Department | E-mail: napp.fukuda@sanjoseca.gov |
| Address: 700 Los Esteros Road, San Jose, CA 95134 | |

2. **Consultant's Project Manager and Assigned Staff:** Identified below are the following: (a) the Consultant's project 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 17.5 of the Master Agreement, entitled "Filing Form 700."*

| <u>Consultant's Project Manager</u> | | <u>Required to File Form 700?</u> | | |
|--|------------------------------------|--------------------------------------|---------------------|----|
| | | Yes Already Filed (Date Filed) | Yes Need to File | No |
| Name: Simon Alder | Phone No.: (917) 882-9259 | 2/11/21 | | |
| Address: 75 E. Santa Clara St., Suite 1225 San Jose, CA 95113 | E-mail: simon.alder@stantec.com | | | |
| <u>Consultant and Major Subconsultant's Assigned Staff</u> | | | | |
| Name: | Assignment: | | | |
| 1. Dilip Gargeya | Task 1 (Project Manager) | | | |
| 2. | | | | |
| 3. | | | | |

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 Firm's Name</u> | <u>Area of Work</u> |
|----------------------------------|---------------------|
| 1. | |
| 2. | |
| 3. | |

| <u>Subconsultant Assigned Staff</u> | | <u>Required to File Form 700?</u> | | |
|-------------------------------------|--------------------|--------------------------------------|---------------------|----|
| | | Yes Already Filed (Date Filed) | Yes Need to File | No |
| <u>Name:</u> | <u>Assignment:</u> | | | |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |

4. Contract Personnel: Whichever of the following is marked applies to this Approved Service Order:

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

| <u>Personnel/Agency Name</u> | <u>Area of Work</u> |
|------------------------------|---------------------|
| 1. | |
| 2. | |
| 3. | |

5. Additional Reimbursable Expenses: Whichever of the following is marked applies to this Approved Service Order:

- The City will **not** reimburse the Consultant for additional reimbursable expenses.
- The City will reimburse the Consultant for additional reimbursable expenses pursuant to the following:

| <u>Additional Reimbursable Expense</u> | <u>Markup</u> |
|--|---------------|
| 1. | |
| 2. | |

6. Travel Expenses

CONSULTANT shall be reimbursed for travel expenses pursuant to Exhibit B, Section 3 of the AGREEMENT and in accordance with the budget set forth below:

| Travel Expense | Budgeted Amount |
|---|------------------------|
| Airfare | \$ 8,000 |
| Rental Car / Parking / Taxi / Uber/Lyft | \$ 3,120 |
| Lodging | \$ 11,757 |
| Meals & Incidentals | \$ 0 |
| Subtotal | \$ 22,877 |
| 5% markup | \$ 1,143 |
| Travel Expense Total | \$ 24,020 |

7. CONSULTANT Staff Designation

Pursuant to Exhibit B, of the AGREEMENT, the following CONSULTANT Staff are designated as Onsite Staff or Offsite Staff for the purpose of determining their applicable Multiplier and APC under this SO.

The following CONSULTANT, as defined in Section 7.4 of the AGREEMENT, staff are designated as Onsite Staff for this SO. In the event that any of the designated Onsite Staff become Offsite Staff during the term of this SO, their designations shall be changed to Offsite Staff for the remainder of the SO term. All staff not listed below are Offsite Staff for this SO.

| Name | Designation |
|-------------------------|--------------------|
| Dilip Gargeya (Stantec) | On-site |

8. CONSULTANT Staff Designation

Pursuant to Exhibit B, Section 1.4, of the AGREEMENT, the following CONSULTANT and Major Subconsultant Staff are eligible for geographic pay:

| Name | Geographic Pay Hourly Rate |
|-------------------------|-----------------------------------|
| Dilip Gargeya (Stantec) | \$6.91 |

9. Leased Apartments

Under this SO, the maximum allowable compensation for a corporate apartment is \$3, 850 per month. The following Consultant or Major Subconsultant staff are eligible for leased apartments:

| Name |
|-------------------------|
| Dilip Gargeya (Stantec) |

First Second Third **Revised Attachment C: Compensation Table**

This Revised Attachment C is attached to the First Second Third amendment to Approved Service Order No. 48 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The original Attachment C, including any exhibits thereto, is deleted in its entirety and replaced by the following:

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with 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 and **Exhibit B, Basis of Compensation.**

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 |
|---|--|--|--------------------|---|---|--------------------|
| Task No. and Task Title from Attachment A | Invoice Period | Multiplier Compensation (Consultant and Major Subconsultant (including markup)) | Contract Personnel | Reimbursable Expenses (Consultant and Major Subconsultant (including applicable markup)) | Other Subconsultant Costs (Including markup) | Total Compensation |
| 1 Project Manager | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$207,020 | \$0 | \$24,020 | \$0 | \$231,040 |
| 2 Subject Matter Experts | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$31,664 | \$0 | \$0 | \$0 | \$31,664 |
| Maximum Compensation | | \$238,684 | \$0 | \$24,020 | \$ | \$262,704 |



- FOR YOUR ELECTRONIC SIGNATURE
 FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 08/20/2020 TOTAL PAGES: _____
(INCLUDING THIS PAGE) 1

CONSULTANT NAME: Simon Alder
EMAIL: Simon.alder@stantec.com
PHONE: 720 226 4786

X I agree to use electronic signatures

SIGNATURE OF CONSULTANT:  _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
 CONFIRMED BY A KNOWN TELEPHONE NUMBER
 PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 639909-164

Contractor: Stantec Consulting Services, Inc.

Address: 2121 N. California Blvd, Suite 600, Walnut Creek CA 93496

Phone: 510.435.5027

Email: simon.alder@stantec.com

Contract Description: Program Management Services for Primary Clarifiers and Pump Stations Condition Assessment
Service Order 48 Third Amendment

Term Start Date: Contract Term End Date: 10/31/22 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: _____ Amount of Increase/Decrease: 0

Option #: of Option Amount: _____ NTE/Updated Contract Amount: \$262,704

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Select one Revenue Agreement: Select one

Tax Certificate No.: 4113282210 Expiration Date: 3/15/23

Department: ESD (76)

Department Contact: David Ohlson 408.635.4041 Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date