Master Consultant Agreement

Amendment to Approved Service Order No. 51 – Cover Page

1.	CPMS Contra	act No.: 7353						
2.	⊠ First □	Second 🗌	Third	☐ Fourth	Amendment t	o Approved Service (Order No	. 51
3.	3. Consultant's Name: Stantec Consulting Services, Inc.							
Pr	oject Name:				l Wastewater F Phase 1 ("Proj	Facility Project Managect")	ement S	ervices for
	mendment escription:	This first ame increases co				extends the completi	on date a	ind
4.	Revised	cal: The ⊠ ori	ginal Bu d Budg	udget/Fiscal i et/Fiscal Atta	nformation in Se chment is amend	d as follows: ction 7 of the Approved ded to read as set forth		
	 ☐ 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. 							
					_	ot Revised ☐ Second R I ☐ Third Revised Attac		achment C is
5.	Each of the atta	chments to th	is ame	ndment is in	corporated he	rein by reference.		
6.			No				Date:	Jun 13, 2022
7.	Approval as	to Form (City	Attor	ney):				
					• •	red by the Office of to	-	Attorney
		ved as to For ept. City Attorr					Date:	
8.	City Director	r Approval:	Maria	ina Chavez V		for Napp Fukuda	Date:	Jun 16, 2022

CPMS Contract No. 7353 Service Order No.: 51 (First Amendment) Consultant: Stantec Consulting Services, Inc.

		⊠ First □	Second [Third	Revised Bud	get/Fiscal Att	achment	
1.	Appro	Revised Budget/Fiscal oved Service Order No. act No						
2.		laximum Service Orde page is:	r Compensat	ion set forth	on Line 7.b. of Se	ction 7 of the Ap	proved Service Ord	er
		Decreased from \$_			to \$		·	
	\triangleright	Increased from \$26	9,908.00 to \$	542,417.00.				
3.	Section	on 7 of the Approved S	ervice Order	cover page	is appended to rea	ad as follows:		
	a.	Current unencumber	red amount ir	n Master Agı	reement:	\$	6,499,264.93	
	b.	Service Order Compe	ensation for th	nis Service (Order 51 Amendme	ent: \$	272,509.00	
	c. New unencumbered balance in Master Agreement \$ 6,226,755.93							
	d.	Appropriation Certif Maximum service Ord will be encumbered to	der Compens	ation is avai	lable in the following			
		Fund: 512	Appn: 767	7	RC: 207771	Amount:	\$ 272,509.00	
		Division Analyst:	Mary Crippen			Date:	Jun 13, 2022	
		Authorized Signatur	e: Harpal Sin	egh		 Date:	Jun 13, 2022	

Service Order No.: 51 (First Amendment)
Consultant: Stantec Consulting Services, Inc.

	First	□ Second	☐ Third	Revised Attachment	t A: Tasks
				☐ Second ☐ Third amending the above-referen	
The original A following:	ttachment	A, including any	exhibits there	eto, is deleted in its entirety	and replaced by the
Attachment A	A. The Co	nsultant and Ma	jor Subconsul	e the services and deliverable tant shall provide all service the City's Contract Manager.	es and deliverables

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

INTRODUCTION

This Service Order No. 51 ("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 services for the Filter Rehabilitation Project ("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

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- 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 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.

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Task 1. Project Manager

- A. <u>Services</u>: 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; 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 BidSync 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 the development of third-party construction management and/or other specialty services (e.g. specialty inspections, systems integration, start-up and commissioning, etc.) scopes of work; preparation of procurement documents such as

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Request for Expressions of Interest (RFEIs), Request for Qualifications (RFQs), and Request for Proposals (RFPs); evaluation of Statement of Qualifications (SOQs), as applicable

- **19.** Support CITY in negotiating, preparing, and executing third-party construction management and/or other specialty services contracts, as applicable
- **20.** 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
- 21. Coordinate with Resident Engineer and monitor construction progress and construction contractor performance in conjunction with the PROGRAM's construction administration staff
- **22.** Participate in value management activities through the PROJECT's life cycle as defined in the PEP, PDM, and/or CIP Portal
- 23. 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
- **24.** Coordinate, schedule, facilitate, prepare for, and follow up on above-mentioned meetings, as required.
- 25. Prepare updates for monthly PROJECT progress reports (internal & external)
- **B.** <u>Deliverables</u>: The CONSULTANT shall 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: June 30, 2023.
	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

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- 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. <u>Services:</u> 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:
 - 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.

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- **B.** <u>Deliverables:</u> 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: <u>June 30, 2023</u> .
	On or before Business Days from
	

following:

⊠ First	☐ Second	☐ Third	Revised Attachment B:	Terms and Conditions
This Revised	d Attachment B is	attached to th	e ⊠ First ⊡ Second ⊡ Third ar	mendment to Approved Service
Order No. 50) issued pursuan	t to the Maste	r Agreement having the above-r	eferenced CPMS Contract No
The original	Attachment B. i	ncluding anv	exhibits thereto, is deleted in its	s entirety and replaced by the

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."

		Required t	o File Form 70	<u>0?</u>
Consultant's Pro	Yes Already Filed (Date Filed)	Yes Need to File	No	
Name: Simon Alder	Phone No.: (917) 882-9259	03/09/22		
Address: 75 E. Santa Clara St., Suite 1225 San Jose, CA 95113	E-mail: simon.alder@stantec.com			
Consultant and Major Subco	onsultant's Assigned Staff			
Name:	Assignment:			
1. Dilip Gargeya	Task 1 (Project Manager)	02/22/22		
2.				
3.				

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3.

CPMS Contract No. 7353 Service Order No.: 51 (First Amendment) Consultant: Stantec Consulting Services, Inc.

	S						
		Subcons	sultant Firm's Name		<u>Area</u>	of Work	
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<u>Subconsultants</u>: Whichever of the following is marked applies to this Approved Service Order:

The Consultant can *not* use any subconsultants.

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Consultant: Stantec Consulting Services, Inc.

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 Amou	nt
Airfare	\$	20,240
Rental Car / Parking / Taxi / Uber/Lyft	\$	16,445
Lodging	\$	48,778
Meals & Incidentals	\$	601
Subtotal	\$	86,064
5% markup	\$	4,177
Travel Expense Total	\$	90,241

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)	

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is Revised Attachment C is attached to the $oxtimes$ First $oxdot$ Second $oxdot$ Third amendm	aving the above-referenced CPMS Contract No. The original Attachment C, includ

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 2	Column 3	Column 4	Column 5	Column 6	Column 7
<u>ਵ</u>	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
Monthly Complet	Monthly Completion of Task(s) Completion of Work	\$385,040	0	\$85,125	0\$	\$470,165
Monthly Completi	MonthlyCompletion of Task(s)Completion of Work	\$67,136	0\$	\$5,116	\$0	\$72,252
Max	Maximum Compensation	\$452,176	0\$	\$90,241	0\$	\$542,417

PROG Stantec SO 51 Aeration PM-SME First Amendment FINAL



FOR YOUR ELECTRONIC SIGNATURE FULLY EXECUTED COPY TO FOLLOW CITY STAFF: STAFF EMAIL:				
I OLLY EXECUTED COP	STAFF EMAIL:			
SCANNED SIGNATURE AUTHORIZATION				
DATE: 08/20/2020	Total Pages: (Including Thi	s Page) <u>1</u>		
CONSULTANT NAME:	Simon Alder			
EMAIL:	Simon.alder@stantec.com			
PHONE:	720 226 4786			
X I agree to use electronic	signatures			
SIGNATURE OF CONSU	TANT:	SIGNATURE OF CONSULTANT:		
	DIRECTIONS:			
REVIEW THE ENCLOSED DOCU				
REVIEW THE ENCLOSED DOCU				
Sign the document		E USE OF ELECTRONIC		
SIGN THE DOCUMENT CHECK THE BOX BELO SIGNATURES	MENT, IF IT IS ACCEPTABLE:			
1. SIGN THE DOCUMENT 2. CHECK THE BOX BELO SIGNATURES 3. SCAN YOUR EXECUTED	MENT, IF IT IS ACCEPTABLE: V YOUR NAME AND SIGN AGREEING TO TH	R PAGE IN BLUE INK		
1. SIGN THE DOCUMENT 2. CHECK THE BOX BELO SIGNATURES 3. SCAN YOUR EXECUTED	MENT, IF IT IS ACCEPTABLE: W YOUR NAME AND SIGN AGREEING TO TH D DOCUMENT TOGETHER WITH THIS COVER	R PAGE IN BLUE INK		
1. SIGN THE DOCUMENT 2. CHECK THE BOX BELO SIGNATURES 3. SCAN YOUR EXECUTED	MENT, IF IT IS ACCEPTABLE: W YOUR NAME AND SIGN AGREEING TO TH D DOCUMENT TOGETHER WITH THIS COVER	R PAGE IN BLUE INK		
1. SIGN THE DOCUMENT 2. CHECK THE BOX BELO SIGNATURES 3. SCAN YOUR EXECUTED	MENT, IF IT IS ACCEPTABLE: V YOUR NAME AND SIGN AGREEING TO THE DOCUMENT TOGETHER WITH THIS COVER CUMENT TO (CITY STAFF EMAIL ADDRESS) TO BE COMPLETED BY CITY STAFF	R PAGE IN BLUE INK		

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 ☐ Business Tax Certificate ☐ Contacted Clerk re: Form 700 ☐ Supplemental Memorandums (if 	✓ Audit Trail Attached (if applicable)☐ Scanned Signature Authorization
Type of Document: Amendment	Type of Contract: Consult	ing Services
REQUIRED INFORMATION FOR A	LL CONTRACTS:	Existing GILES # 639909 168
Contractor: Stantec Consulting Se	rvices, Inc.	
Address: 75 E. Santa Clara St., S	uite 1225, San Jose, CA 95113	
Phone: (917) 882-9259	Email: simor	n.alder@stantec.com
		se-Santa Clara Regional Wastewater Aeration Basin Modifications - Phase 1
Term Start Date: 06/14/2021	Term End Date: 06/30/202	3 Extension: Yes
Method of Procurement: Select one	RFB, RFP or RFQ No.:	Date Conducted:
Agenda Date (if applicable):	Ager	ida Item No.:
Resolution No.:	Ordir	nance No.:
Original Contract Amount: \$269,90	8.00 Amo	ount of Increase/Decrease: \$272,509.00
Option #: of Option Ar	mount:NTE	/Updated Contract Amount: \$542,417.00
Fund/Appropriation:		
Form 700 Required (Selection mandate		nue Agreement: No
Tax Certificate No.: 4113282210	Expira	ation Date: 03/15/2023
Department: ESD (76)		
Department Contact: Napp Fukud	a / 793-5353 Custome	er (Finance Only):
Notes:		
		Date
Office of the City Manager Signatu	ıre:	Date