

Master City of San José Consultant Agreement Approved Service Order Form – RWF Capital Projects Cover Page

1a. CPMS Contract No.: 7353	1B. AC Contract No.: 25704
2a. Approved Service Order No. 56	2b. Maximum Agreement Amount NTE: \$78,000,000
3a. Consultant's Name: Stantec Consulting Services, Inc.	3b. Agreement Term: 09/24/2013 through 06/30/2023

4. Project Name: San José-Santa Clara Regional Wastewater Facility FY 2022-23 Project Management Services for Nitrification Clarifiers Rehabilitation – Phase 1 ("PROJECT")

5. Project Location: 700 Los Esteros Road, San Jose, CA

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), "C" (Compensation Table), and "D" (Level of Effort) which are incorporated herein by references.

7. Budget/Fiscal: Previously Encumbered Through SO 55: Amount: \$ 71,773,244.07

a. Current unencumbered amount in Master Agreement:	\$	<u>6,226,755.93</u>
b. Maximum Service Order Compensation for this Approved Service Order:	\$	<u>291,185.00</u>
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	<u>5,935,570.93</u>

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

Fund: <u>512</u>	Appn: <u>7074</u>	RC: <u>181275</u>	Amount: <u>\$ 291,185.00</u>
Fund:	Appn:	RC:	Amount: \$

Authorized Signature: *Harpal Singh* Date: Jun 15, 2022

8. Division Analyst Approval: *Mary Crippen* Date: Jun 15, 2022

9. Consultant Approval: *[Signature]* Date: Jun 15, 2022

10. 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: _____
 Senior Deputy City Attorney

11. City Director Approval: *Mariana Chavez V* Date: Jun 15, 2022
for Napp Fukuda

Attachment A: Tasks

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

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

INTRODUCTION

This Service Order No. 56 ("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 2023-2027 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 2023-2027 CIP for the San José-Santa Clara Regional Wastewater Facility ("RWF") provides funding of \$1.02 billion, of which \$161 million is allocated in 2022-2023, 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 2023-2027 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: June 30, 2023.
- On or before ___ Business Days from _____.

Attachment B: Terms and Conditions

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>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Project Manager</u>				
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			
<u>Consultant and Major Subconsultant's Assigned Staff</u>				
Name:	Assignment:			
1. Brian Lee	Task 1 (Project Manager)	1/26/22		
2.				

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
Name:	Assignment:			
1.				
2.				

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.	

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.	

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	\$ 10,400
Rental Car / Parking / Taxi / Uber/Lyft	\$ 8,450
Lodging	\$ 25,480
Meals & Incidentals	\$ 0
Subtotal	\$ 44,330
5% markup	\$ 2,217
Travel Expense Total	\$ 46,547

7. CONSULTANT Staff Designation

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

The following CONSULTANT and Major Subconsultant, 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
Brian Lee (Stantec)	On-site

8. Geographic Pay

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

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
Brian Lee (Stantec)

Attachment C: Compensation Table

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	\$244,638	\$0	\$46,547	\$0	\$291,185
Maximum Compensation		\$244,638	\$0	\$46,547	\$0	\$291,185

Exhibit 1: Project Management Deliverables

Deliverables: Deliverables for each stage of project delivery are defined within the PDM and shall be completed in accordance with the frequency and definition outlined within the PEP. Deliverables may include, but are not limited to:

A. Project Planning

1. Project initiation form

B. Project Scoping

1. Initial project work plan
2. List of potential options/solutions for the need
3. Delivery recommendation memo and delivery method informational memo
4. Stage gate presentation and checklist

C. Project Alternatives

1. Updated project work plan
2. Condition Assessment Technical Memorandum
3. Piloting Protocol and Results Technical Memorandum
4. Technology and equipment evaluation and selection recommendation technical memorandums
5. Business Case Analysis and Triple Bottom Line Plus Evaluation Technical Memorandum
6. Alternative Recommendation Technical Memorandum
7. Stage gate presentation or checklist

D. Conceptual Design

1. Updated project work plan
2. Conceptual Design Report, Basis of Design Report, or Project Definition Report
3. Updated PROJECT scope, schedule, and cost estimate
4. Stage gate presentation or checklist

E. Preliminary Design

1. Updated project work plan
2. Field Investigation Reports
3. Major Project Issues Technical Memorandum
4. Environmental clearance and permit list (including schedule, responsibility, and document requirements)
5. Design review comment log
6. Preliminary Design Report
7. Constructability review log
8. 30% Value Engineering Report
9. Updated PROJECT scope, schedule, and cost estimate
10. Stage gate presentation or checklist

F. Detailed Design

1. Updated project work plan
2. CEQA Environmental Measures Technical Memorandum
3. 60% technical specifications and drawings
4. Process control narrative
5. Construction Sequencing and Analysis Technical Memorandum
6. Updated constructability review log
7. Final Value Engineering Report
8. Startup and Commissioning Plan
9. Signed prevailing wage form
10. Identified insurance requirements for contractors by risk management assessment
11. Notice of determination for pre-qualified bidders
12. Shortlist of qualified contractors
13. 90% technical specifications and drawings
14. Basis of Cost Estimate Technical Memorandum
15. 100% PROJECT bid package/construction documents suitable for public bidding
16. Plans and specifications advertisement memo
17. Pre-posting forms
18. Design review comment logs corresponding with 60%, 90%, and 100% design completions
19. Updated PROJECT scope, schedule, and cost estimates corresponding with 60%, 90%, and 100% design completions
20. Stage gate presentation or checklist

G. Bid and Award

1. Updated project work plan
2. Bid Advertisement
3. Pre-bid sign-in sheet
4. Written addenda(s)
5. Complete bid summary and evaluation
6. Notice of Intent to Award (NOITA)
7. Written responses to bid protest(s)
8. Protest resolution summary
9. Bid and Award recommendation memo
10. Stage gate presentation or checklist

H. Construction and Commissioning

1. Updated project work plan
2. Fully Executed Contract
3. Notice to Proceed

4. Written responses to contractor Request For Information (RFI) requests
 5. Punch list
 6. Approved Start-up and Commissioning Plan and Form
 7. Operational Report
 8. Certificate of Proper Installation (COPI)
 9. Functional Testing Report
 10. O&M Manual
 11. Training Plan
 12. Stage gate presentation or checklist
- I. Post Construction**
1. Updated project work plan
 2. Certificate of substantial completion
 3. Record drawings
 4. Warranty list
 5. Notice of Completion
 6. Project Completion Report
 7. Stage gate presentation or checklist
- J. General Project Management**
1. Third-party consultant services scopes of work and related procurement documents
 2. SRF loan application documents
 3. PROJECT decision log entries, risk register entries, stage gate cost worksheets, cost change logs
 4. Updated PROJECT budget workbooks, budget detail sheet write-ups, budget clean-up requests/justifications, and other PROJECT budget documents, as requested by City
 5. Agendas, minutes, presentation materials, and handouts associated with applicable project and program meetings and workshops
 6. Other project material (written summaries, handouts, presentations), as requested by City
 7. Monthly Project Status Update
 8. Monthly progress report (submitted with CONSULTANT invoices)

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: Yes
 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: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 639909-170

Contractor: Stantec Consulting Services, Inc.

Address: 75 E. Santa Clara St, Suite 1225, San Jose, CA 95113

Phone: (917) 882-9259

Email: simon.alder@stantec.com

Contract Description: Service Order 56 - San Jose-Santa Clara Regional Wastewater Facility FY 2022-23
Project Management Services for Nitrification Clarifiers Rehabilitation - Phase 1

Term Start Date: _____ Term End Date: 06/30/2023 Extension: No

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: \$291,185.00 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 4113282210

Expiration Date: 03/15/2023

Department: ESD (76)

Department Contact: Napp Fukuda / 793-5353

Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date