

Master Consultant Agreement

Amendment to Approved Service Order No. 54 – Cover Page

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1. CPMS Contract No.: 7353
 2. First Second Third Fourth Amendment to Approved Service Order No. 54
 3. Consultant's Name: Stantec Consulting Services, Inc.
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Project Name: San José-Santa Clara Regional Wastewater Facility Project Management Services for Blower Improvements ("Project")

Amendment Description: This first amendment to Service Order No. 54 extends the completion date for all tasks and increases compensation for Task 1 (Project Management).

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: Jun 23, 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: Jun 23, 2022
Napp Fukuda (Jun 23, 2022 09:06 PDT)

First **Second** **Third** **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 54 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No..
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:
 - Decreased from \$_____ to \$_____.
 - Increased from \$304,469.00 to \$374,515.00.
3. Section 7 of the Approved Service Order cover page is appended to read as follows:

a.	Current unencumbered amount in Master Agreement:	\$	182,619.93
b.	Service Order Compensation for this Service Order 54 Amendment:	\$	70,046.00
c.	New unencumbered balance in Master Agreement	\$	112,573.93
d.	<p>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 Amended Service Order.</p> <p>Fund: 512 Appn: 7677 RC: 185195 Amount: \$ 70,046.00</p> <p>Division Analyst: <u> <i>Mary Crippen</i> _____ Date: <u> Jun 23, 2022</u></u></p> <p>Authorized Signature: <u> <i>Harpal Singh</i> _____ Date: <u> Jun 23, 2022</u></u></p>		

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 54 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. 54 ("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

- 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.

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; 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

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. Deliverables:** 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

- 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: June 30, 2023.

On or before ___ Business Days from _____.

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. 54 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	\$306,562	\$0	\$46,109	\$0	\$352,671
2 Subject Matter Experts	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$17,121	\$0	\$4,723	\$0	\$21,844
Maximum Compensation		\$323,683	\$0	\$50,832	\$0	\$374,515

Attachment D: Level of Effort - FIRST AMENDMENT Service Order 54 - FY 2021-23 Project Management Services for Blower Rehabilitation

Company	Job Classification	Role	Staff Name	Onsite / Offsite	Actual Hourly Salary Rate	Multiplier	APC	Geographic Pay	Estimated Billing Rate (07/01/20 to 12/31/20)	Estimated Billing Rate (01/01/21 to 06/30/21)	Not-to-Exceed Billing Rate	Estimated Labor Hours ²		
												Task 1	Task 2	Total
Stantec	Senior Consultant	Project Manager II	Lee, Brian	Onsite	86.72	2.81	5.35	-	243.68	250.99	-	1,213	-	1,213
Stantec	Principal Consultant	Subject Matter Expert I ¹	TBD	Offsite	107.19	3.06	9.50	-	328.00	337.84	410.00	-	50	50
Carollo	Principal Consultant	Subject Matter Expert I ¹	TBD	Offsite	107.19	2.91	9.50	-	311.92	321.28	410.00	-	-	-
Task Totals												1,213	50	1,263

Task 1	Project Manager Services
Task 2	Subject Matter Expert Services

Notes:
 1. For estimating purposes, the Estimated Billing Rate for pooled resources is 75% of the Not-to-Exceed Billing Range.
 2. Hours shown in this Attachment D are for estimating purposes only. Actual hours billed will be in accordance with 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.

Stantec Labor	\$	300,071	\$	16,646	\$	316,717
Stantec APC	\$	6,491	\$	475	\$	6,966
TOTAL Stantec	\$	306,562	\$	17,121	\$	323,683

Major Subconsultant Labor	\$	-	\$	-	\$	-
Major Subconsultant APC	\$	-	\$	-	\$	-
Major Subconsultant Labor & APC Markup (5%)	\$	-	\$	-	\$	-
TOTAL SUBCONSULTANT	\$	-	\$	-	\$	-

Total Labor - By Task	\$	306,562	\$	17,121	\$	323,683
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Other Subconsultants	\$	-	\$	-	\$	-
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Stantec Expenses	\$	43,914	\$	2,304	\$	46,218
Major Subconsultant Expenses	\$	-	\$	2,304	\$	2,304
SUB-TOTAL Reimbursables	\$	43,914	\$	4,608	\$	48,522
ODC Markup on Stantec Expenses Only (5%)	\$	2,195	\$	115	\$	2,310
Relocation	\$	-	\$	-	\$	-
Systems & Tools	\$	-	\$	-	\$	-
Total Reimbursables	\$	46,109	\$	4,723	\$	50,832

TOTAL	\$	352,671	\$	21,844	\$	374,515
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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: Amendment

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 639909 172

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: First Amendment to Service Order 54 - San Jose-Santa Clara Regional Wastewater Facility Project Management Services for Blower Improvements

Term Start Date: 07/01/2021 Term End Date: 06/30/2023 Extension: Yes

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: \$304,469.00 Amount of Increase/Decrease: \$70,046.00

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: \$374,515.00

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: David Ohlson / 408-635-4041 Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date