

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

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| 1a. CPMS Contract No.: 7353 | 1b. AC Contract No.: 25704 |
| 2a. Approved Service Order No. 58 | 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 Program Management Services ("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 57:	Amount:	<u>\$ 72,699,372.07</u>
a. Current unencumbered amount in Master Agreement:		\$	5,300,627.93
b. Maximum Service Order Compensation for this Approved Service Order:		\$	4,654,346.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):		\$	646,281.93

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: 512 Appn: 7481 RC: 171620 Amount: \$ 4,654,346.00

Authorized Signature: *Harpal Singh* Date: Jun 23, 2022

8. Division Analyst Approval: *Mary Crippen* Date: Jun 23, 2022

9. Consultant Approval: *[Signature]* Date: Jun 23, 2022

10. Approval as to Form (City Attorney):

Service Order 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: _____

11. City Director Approval: *Napp Fukuda* Date: Jun 23, 2022
Napp Fukuda (Jun 23, 2022 12:19 PDT)

Attachment A: Tasks

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. 58 ("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 Program Management 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.

The summary of tasks included in SO are as follows:

Task #	Service	Resource
1	Program Management and Program Administration	1.1 Program Manager
		1.2 Program Senior Administrator
2	Program Controls	2.1 Program Cost Estimating Support
		2.2 Data Input and Database Support
		2.3 CIP Portal Administrator
3	Program Engineering Management	Program Senior Engineering Manager
4	Program Construction Management	Deputy Principal Construction Manager
5	Health and Safety Management	5.1 Program Health and Safety Manager
		5.2 Program Health and Safety Assistant
6	Program Subject Matter Expert Support	Program Subject Matter Experts
7	Program Technical Support	Program Technical Support

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 hired CONSULTANT to develop and implement a project delivery program ("PROGRAM"). CITY desires to contract with CONSULTANT for the provision of program management services as further described below. CONSULTANT's and Major Subconsultant's staff shall work together with CITY staff in the Program Management Office ("PMO") located at the RWF and shall be designated as either Onsite Staff or Offsite Staff in accordance with the terms of the AGREEMENT and this SO.

OBJECTIVES

Service Order No. 1 of this AGREEMENT identified a core group of CONSULTANT staff that would provide CITY with technical and advisory support for the first year of the PROGRAM. Service Order No. 4 of this AGREEMENT extended the term of this group's service by approximately one (1) year and identified additional CONSULTANT staff to provide specialized support for the PROGRAM and extended the term through June 30, 2015. Service Order No. 12 extended the term of the CONSULTANT's staff and added services for a project interface manager, program-level subject matter experts, and program-level technical support through November 2017. Service Order No. 28 extended the term through June 30, 2019. Service Order No. 34 extended the term through June 30, 2020 and added services for construction management controls. Service Order No. 42 extended the term through June 30, 2021. Service Order No. 52 removed services for construction management controls and added services for a deputy principal construction manager through June 30, 2022. This SO removes services for risk and interface management and extends services through June 30, 2023.

The objective of the work outlined in this SO is for CONSULTANT and Major Subconsultant staff to provide CITY staff with technical and advisory support and together form a PROGRAM Team. Further, CONSULTANT and Major Subconsultant staff are responsible to maintain the PROGRAM and train CITY staff in use of the PROGRAM controls and tools.

Task No. 1: Program Management and Program Administration

- A. Services:** The PROGRAM will require overarching management and administration to support the total scope of services in this SO. CONSULTANT's Program Manager will advise CITY's Program Director and Deputy Program Director on the overall direction of the PROGRAM and the integration of CONSULTANT staff with CITY staff in order to form the Program Team. CONSULTANT's Senior Administrator will provide direct administrative support to CONSULTANT's Program Manager in development of deliverables.

Task 1.1 - Program Manager

CONSULTANT Program Manager shall:

1. Maintain the PMO: The PMO shall house the PROGRAM Team, and shall exist entirely within the RWF. CITY shall provide office support infrastructure, as outlined in the AGREEMENT, Exhibit B, Section 1.5, for CONSULTANT onsite staff.

2. Assist CITY staff in creating collaborative work teams to ensure that lines of communication and reporting are consistent with current CITY policies.
3. Manage CONSULTANT and Major Subconsultant staff.
4. Conduct weekly Program Team Leadership meetings with PROGRAM and CITY staff.
5. Participate in PROJECT and PROGRAM meetings including but not limited to:
 - i Program Leadership meetings
 - ii CIP/O&M Coordination meetings
 - iii Package Manager meetings
 - iv Stage Gate meetings
 - v Project and programmatic study workshops, as requested by CITY
6. Assist CITY staff in communications and public outreach:
 - i Provide documentation in support of monthly Treatment Plant Advisory Committee ("TPAC") meetings, Technical Advisory Committee ("TAC") meetings, and Steering Committee meetings in accordance with the Program Execution Plan ("PEP") (such documents may include but are not limited to presentations, handouts, informational or technical memos).
 - ii Provide documentation in support of weekly CITY Council meetings (such documents may include but are not limited to PROGRAM budget updates in accordance with the PEP).
 - iii Provide documentation in support of public outreach events such as meetings, mailings, and web-based information sharing (such documents may include but are not limited to photos and information fliers).
7. Attend Development Cabinet, Steering Committee, TPAC, TAC, CITY Council, and community meetings as directed by CITY staff.

Task 1.2 - Program Senior Administrator

CONSULTANT Program Senior Administrator shall:

1. Coordinate the flow of communications within the PROGRAM Team and with the CITY.
2. Perform a variety of clerical duties, including but not limited to, preparing weekly team schedules, memos, correspondence, reports and other office documents.
3. Provide support, data collection, and analysis by preparing spreadsheets and preparing correspondence and transmittals.
4. Provide production support, including but not limited to:
 - i Update and compile report files.
 - ii Proofread and formats reports using Microsoft Word, Power Point and Excel, and Adobe Acrobat.
5. Interact within the PROGRAM Team and with CITY staff to resolve office issues.
6. Complete meeting arrangements, and procurement of equipment and supplies for the PROGRAM Team.

B. Deliverables: The following deliverables must be completed in accordance with the frequency and definition outlined within the PEP:

1. Agenda and supporting documents for Program review, Package Performance, Program performance meetings. Presentation for Program update meetings;
2. Documents in support of Development Cabinet, Steering Committee, TAC, TPAC, Council Meetings, and public outreach events as direct by CITY staff;
3. Documents in support of CONSULTANT program staff, package managers, and subject matter experts; and
4. Presentations, documents, and other materials for training sessions.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

D. Resources:

1. CONSULTANT Program Manager, one (1.0) FTE.
2. CONSULTANT Program Senior Administrator, one (1.0) FTE.

Task No. 2: Program Controls

A. Services: This task covers the work of the CONSULTANT Program Controls Team in assisting CITY staff in the implementation and management of those tools and processes, and their ongoing use to effectively manage PROGRAM costs, schedule, budget, reporting, document control, and cost estimating.

Task 2.1 - Program Cost Estimating Support

The PROGRAM shall require the preparation of cost estimates and the review of cost estimates prepared by others. CONSULTANT shall provide PROGRAM Cost Estimators to undertake this activity.

Task 2.2 - Data Input and Database Support

The PROGRAM shall require overall system oversight and architectural and design support for the CIP Portal. CONSULTANT shall provide a PROGRAM Data Input and Database Support expert(s) to maintain existing databases, reports and dashboards and develop system enhancements including testing, documentation and training, as requested by CITY.

Task 2.3 - CIP Portal Administrator

The PROGRAM shall require management of the CIP Portal. CONSULTANT shall provide a PROGRAM CIP Portal Administrator(s) to maintain the existing functionality and feature set of the CIP Portal and manage the identification, development and implementation of enhancements in accordance with the SharePoint Governance Charter. The CIP Portal Administrator shall revise the SharePoint Charter, as requested by CITY.

B. Deliverables: The following deliverables shall be completed in accordance with the frequency and definition outlined within the PEP:

1. Updated PROGRAM dashboards to include up-to-date budget and schedule data;
2. External Quarterly PROGRAM Status Report;
3. Internal Monthly PROGRAM Status Report;
4. PROJECT cost estimates and PROJECT cost estimate reviews; and
5. Monthly/Quarterly CIP Portal (SharePoint) System Tool usage reports.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

D. Resources:

1. CONSULTANT Program Cost Estimator(s), equivalent to half (0.5) FTE in the aggregate (to be provided by multiple CONSULTANT personnel), for services associated with this task.
2. CONSULTANT Program Data Input and Database Support, equivalent to half (0.5) FTE in the aggregate (to be provided by multiple CONSULTANT personnel), for services associated with this task.
3. CONSULTANT Program CIP Portal Administrator(s), equivalent to half (0.5) FTE in the aggregate (to be provided by multiple CONSULTANT personnel), for services associated with this task.

Task No. 3: Program Engineering Management

A. Services: The PROGRAM shall require the management of programmed projects from inception to completion. A CONSULTANT Senior Engineering Manager shall work with the Project Management team that consists of CITY and CONSULTANT staff to ensure the management and administration of project execution is undertaken consistent with PROGRAM requirements.

CONSULTANT Senior Engineering Manager, as directed by CITY staff may participate in any or all of the following activities:

1. Pre-work for project initiation.
2. Provide overarching guidance and input to Project Management Team for:
 - i Management of project scope, schedule, and budget.
 - ii Management of detailed design.
 - iii Management of alternative delivery consultants.
 - iv Participation in value management activities.
 - v Management of third-party construction management consultants.
 - vi Management of construction contractors.
 - vii Project Interface Issues.
3. Work with the Project Management Team to develop the following design related guidelines to be used by the PROGRAM for project implementation, which may

include but is not limited to:

- i Design manuals
 - ii Design standards
 - iii Standard Specifications
4. Provide guidance on the development of conceptual design reports on a project level that may include but is not limited to guidelines for report format and content.
 5. Oversee requests received for Subject Matter Expert assistance from Package Managers, Project Managers, and CITY program staff, document requests and estimates of effort, and work with Project Managers and other CITY program staff to ensure expenditures do not exceed task allocations.
 6. Provide high-level technical advice and programmatic guidance for timely delivery of assigned programmatic studies.
 7. Conduct Package Manager progress and coordination meetings.
- B. Deliverables:** The following deliverables must be completed in accordance with the frequency and definition outlined within the PEP:
1. Design Guidelines;
 2. Guidelines for Conceptual Design Reports;
 3. Monthly status reporting for programmatic studies and program engineering efforts;
 4. Documents in support of Development Cabinet, Steering Committee, TAC, TPAC, Council Meetings, and public outreach events as direct by CITY staff;
 5. Documents in support of CONSULTANT program staff, package managers, and subject matter experts; and
 6. Presentations, documents, and other materials for training sessions.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.
- D. Resources:**
1. CONSULTANT Program Senior Engineering Manager, one (1.0) FTE.

Task No. 4: Program Construction Management

- A. Services:** CONSULTANT shall provide Deputy Principal Construction Manager (“DPCM”) services on a continuous time and material basis to co-manage all CIP construction management (“CM”) staff and projects under construction, in coordination with the CITY’s Principal Construction Manager (“PCM”).
1. The PCM shall perform the administrative tasks relating to all RWF CIP City staffing and budgeting, consultant staffing and budgeting, all project budget and contract administration, project contractual administration and all program administrative tasks.

2. The DPCM shall perform the management tasks relating to all RWF CIP construction projects, from implementation through project close out. The DPCM shall actively direct and manage all construction management administrative staff, project personnel, and inspection staff. The DPCM shall provide direct oversight on all construction processes, procedures and systems to assure proper project execution and integration into the operating facilities.

The DPCM, as directed by the CITY, shall perform the following activities:

1. Review the recommendations in all of the construction management technical memorandums developed by the CONSULTANT under Service Order 33 (Construction Management Ramp-Up Subject Matter Expert Services) of the AGREEMENT.
2. Review the CIP's CAP
3. Manage the CAP, including:
 - a. Implement all procedures and processes in the CAP through CM staff.
 - b. Implement training on the CAP in coordination with the PCM.
 - c. Recommend revisions or improvements to the CAP to the PCM.
4. Manage and direct CM Administrative Staff, including:
 - a. Ensure that all administrative staff are adhering to procedures and processes identified in the CAP.
 - b. Supervise the CM Project Controls Lead and Testing, Startup, and Commissioning ("TSC") Lead to ensure performance within each position's role & responsibilities, as defined in the CAP.
5. Manage and direct CM project staff, including:
 - a. Oversee staff on a daily basis; provide management guidance and technical support; and assure adherence with all project reporting processes in coordination with the PCM.
 - b. Attend all project progress meetings to determine competence of the project CM team members and perform assessment on adherence with the CAP procedures and processes.
 - c. Provide guidance, advice, and direction to improve efficiency and effectiveness of CM staff and project progress meetings.
 - d. Conduct monthly review meetings with each CM project team, the CM Project Controls Lead, and the TSC Lead to identify safety, schedule, budget, and quality issues to jointly determine potential solutions.
6. Manage CIP projects under construction:
 - a. Oversee and direct all CM project teams and contractor engagement to ensure proper project execution.

- b. Oversee the Program Master Construction Schedule and Master Construction Budget. Develop and implement monthly reporting protocols.
 - c. Oversee the TSC guidelines and Plan draft outline for the development of future startup plans for projects under construction. Develop and implement monthly reporting protocols.
 - d. Meet with the PCM on a weekly basis to discuss status, current issues and potential solutions on all project schedules, budgets, quality issues and integration with City Operations and Maintenance staff (“O&M”)
 - e. Attend and participate in the CIP / CM Monthly Review Meeting to report on and discuss status, current issues and potential solutions on all project schedules, budgets, quality issues and integration with O&M
7. Participate in Project and CIP meetings including but not limited to:
- a. Program Team Leadership meetings
 - b. CIP/O&M Coordination meetings
 - c. Package Manager meetings
 - d. Package Performance meetings
 - e. CM/CIP meetings
 - f. Other project and programmatic meetings/workshops, as requested by CITY
8. Resolve outstanding claims to the extent possible;
9. Prepare claims management and schedule management systems and procedures;
10. Prepare soil management plan.

B. Deliverables: The following deliverables must be completed in accordance with the frequency and definition outlined within the PEP:

1. Reporting protocols for Program Master Construction Schedule and Master Construction Budget;
2. Reporting protocols for TSC plans;
3. Monthly status reporting of projects in construction for CIP Leadership;
4. Recommendations for improvements to the CAP, including updated processes, templates, role/responsibility definitions;
5. Documents in support of CONSULTANT program staff, package managers, subject matter experts; and
6. Claims management and schedule management systems and procedures
7. Soil management plan
8. Presentations, documents, and other materials for training sessions.

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

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

On or before ____ Business Days from _____.

- D. **Resources:**

3. CONSULTANT Deputy Principal Construction Manager, one (1.0) FTE.

Task No. 5: Program Health and Safety Management

- A. **Services:**

Task 5.1 – Program Health and Safety Manager

The PROGRAM shall require implementation of the Health and Safety Program (“HASP”) across multiple construction contracts, consistent with RWF Safety Programs and Procedures. CONSULTANT shall provide Health and Safety Manager (“HSM”) services on a continuous time and material basis for review of third-party consultant and contractor safety plans, field monitoring of contractor daily performance to those expectations (including coordination with RWF staff on Log Out-Tag Out, Confined Space Entry, and all other HASP issues), auditing and reporting of progress, and prompt, thorough, and accurate incident investigations. Security badging for site access and safety orientation of all construction workers shall be documented. Reviews conducted by the HSM are for the purpose of checking for general conformance with the requirements of the CIP and the contractor shall remain responsible for the health, safety, and security during the course of construction.

Task 5.2 – Program Health and Safety Assistant

Responsibilities of this position include review of consultant and contractor safety plans; security badging for site access; safety orientation and documentation of all construction staff and contractors; field monitoring of contractor daily performance to the HASP (including coordination with RWF staff on lock out - tag out, confined space entry, and all other relevant issues); auditing and reporting of progress; and prompt, thorough, and accurate incident investigations.

The deliverables submitted by Consultant shall conform to the City’s templates and guidelines as provided in the Owner Controlled Insurance Program (OCIP), CIP Construction Administration Plan (CAP) and other Program documents, procedures, and guidelines.

The templates currently available include the following:

- Safety Reports,
- Confined Space Requests,
- Hot Work Review Requests,
- Health and Safety Plan (HASP),
- Job Safety Analysis (JSA).

The Health Safety and Security Manager Assistant services shall include but are not limited to:

1. **Progress Meetings:** Consultant shall assist the HSM to provide safety discussion at the weekly construction progress meetings to discuss overall work safety status. Communication that is more frequent may occur if necessary, and as requested by the City. Consultant shall assist the HSM to prepare safety topics for discussion.

2. **Documentation:** Consultant shall utilize the City's electronic Design and Construction Management System (DCMS), Bentley ProjectWise CM software, for the timely logging, filing, and tracking of project safety related correspondence and responses; provide a record of communications to enable efficient retrieval; and establish the chronology of events for use in dispute resolution.
3. **Monthly Safety Progress Reports:** Consultant shall assist the HSM submit a monthly safety progress report in accordance with CIP reporting requirements. The monthly safety progress report shall summarize any and all safety violations, near misses and accidents that occurred for the month. The monthly progress report shall also address actions taken by the Contractors/consultants to remedy the safety violations and outline safety plans moving forward.
 - A. **Incident Investigation Reporting:** Consultant shall review safety incidents and assist on the investigations as practicable. This includes project site visits:
 1. Site Investigation
 - a. Take pictures for documentation and follow-up;
 - b. Assist in witness interviews;
 - c. Monitor contractor incident investigation and root cause analysis;
 - d. Request safety documentation from contractors.
 - B. **Site Safety and Security:** Consultant shall provide support for compliance with site safety and security obligations of third-party consultants/contractors contained in the CIP. Services provided by the Consultant shall include:
 1. Attend meetings at the RWF related to site safety and security;
 2. Assist with on-boarding new construction management (CM) staff including consultant construction managers and inspectors
 3. Assist the HSM with updates and provide input related to COVID-19 protocols, including contractor compliance.
 4. Monitor contractors to assure they are performing safety orientation for all workers, managers and visitors.
 5. Coordinate with CM staff on construction related safety issues
 6. Conduct daily site inspections to oversee that CIP construction contractors are complying with statutory, regulatory, and program health and safety policies;
 7. Coordinate with contractor's safety representatives on site specific safety issues.
 8. Provide safety consultations, documented inspections, and provide recommendations on a daily basis in the field.
 9. Attend contractor's "all hands" safety meetings.
 - C. **Safety Training:**
 1. Assist the HSM to provide content for the safety moment at the beginning of project progress meeting to promote safety awareness.
 2. Assist the HSM prepare and present safety trainings for CIP/CM staff.
 3. Work in a manner to model personal safety for fellow employees and other staff by following health and safety guidelines and policies.
 4. Assist with safety topics and messaging for program staff.

5. Coordinate personal protective equipment issuance to CIP staff as needed.

B. Deliverables: The following deliverables must be submitted to the City's Contract Manager:

1. Monthly Report input;
2. OSHA Annual Reporting Log input;
3. Incident Investigation Reporting; and
4. Site Safety Orientation records.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

D. Resources:

1. CONSULTANT Program Health and Safety Manager, one (1.0) FTE.
2. CONSULTANT Program Health and Safety Assistant, one (1.0) FTE.

Task No. 6: Program Subject Matter Expert Support

A. Services: CONSULTANT shall provide Subject Matter Expert(s) ("SME") services on an as-needed time and material basis to assist CITY with delivery of the PROGRAM. 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
- Knowledge Transfer / Training
- Mechanical
- Operability
- Operations and Maintenance Support
- Process (Liquid & Biological)
- Structural
- Value scoping, analysis, value engineering, and/or peer review
- Odor Strategies and Technologies

As requested and directed by CITY, CONSULTANT will provide SME(s) to provide PROGRAM-related technical advice and engineering support on an as-requested basis. Such activities will include programmatic efforts not covered under individual project service orders, and shall include, but not be limited to:

1. **Attend Meetings and Workshops.**
As directed by PROGRAM staff, CONSULTANT will attend meetings and/or technical workshops in support of the PROGRAM.
2. **Review Deliverables and Reports.**
As directed by PROGRAM 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 regarding review feedback. Review comments will be documented using the CIP Quality Review Form (“QRF”).
3. **Provide Technical Input, Strategy Development, and QA/QC supports**
As directed by PROGRAM staff, CONSULTANT will provide technical input, advice on strategy development, and QA/QC support to assist in the overall delivery of the PROGRAM.

B. Deliverables:

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 PROGRAM 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: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

Task No. 7: Program Technical Support

A. Services: CONSULTANT Program Technical Support, as requested by CONSULTANT program management office staff, package managers, or subject matter experts, shall:

1. Attend meetings and workshops;
2. Prepare technical documents for the PROGRAM and projects;
3. Review and comment on draft technical PROGRAM and project deliverables; and
4. Provide QA/QC on draft technical PROGRAM and project deliverables.

B. Deliverable: The following deliverables shall be completed in accordance with the frequency and definition outlined within the PEP:

1. Documents in support of package managers, project managers, subject matter experts, and the Project Interface Manager. The documentation may be in the form of technical reports, memorandums, minutes, quality review forms, entries into the PROGRAM’s decision log, or other formats as directed by CITY staff.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

CPMS Contract No.: 7353
Service Order No. 58
Consultant: Stantec Consulting Services, Inc.

- 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>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	3/9/22		
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. Parthina Donson	Task 1			X
2. Geoff Carthew	Task 3	02/09/22		
3. Bill Van Wagenen	Task 4	03/09/22		
4. Jose Armesto (Carollo Engineers)	Task 5	01/14/22		
5. TBD (Carollo Engineers)	Task 5		X	

6. Craig Wilcox	Task 6			X
7. Bruce Petrik	Task 6			X
8. David Wilcoxson	Task 6			X
9. Daniel Cheng	Task 7			X

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. Leland Saylor	Task 2 (Cost Estimating)
2. Qlik	Task 2 (Data Input and Database Support)
3. Hildebrand Consulting	Task 6 (Subject Matter Expert)

<u>Subconsultant Assigned Staff</u>		<u>Required to File Form 700?</u>		
		<u>Yes Already Filed (Date Filed)</u>	<u>Yes Need to File</u>	<u>No</u>
<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. Mobilization and Relocation	0%
2. Systems and Tools	0%

1. Mobilization and Relocation

Per Exhibit B, Section 3.4, the following Consultant or Major Subconsultant staff are eligible to be reimbursed for mobilization and relocation costs:

Relocated Personnel	Position

Maximum compensation for Mobilization and Relocation under this SO: \$0

2. Systems & Tools Costs

The PROGRAM requires the use of modelling software and software system services in order to support the PROGRAM for its duration. During the term of this SO, CITY and CONSULTANT staff shall determine which software system services are required for the PROGRAM. CITY may separately procure commercially available software systems, such as modelling software, Primavera P6 or equivalent, and common business software such as Microsoft Office. CITY shall reimburse CONSULTANT for agreed upon software services provided to the CITY, which shall include software set-up, licensing, and monthly hosting (maintenance, data storage, and user access) fees, in accordance with all applicable CITY policies and procedures, as approved in writing by the Director and CITY's Director of Information Technology prior to expenses being incurred.

Maximum compensation for Systems & Tools Costs under this SO: \$298,500

6. Travel Expenses

CONSULTANT and Major Subconsultant 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	\$ 50,367
Rental Car / Parking / Taxi / Uber/Lyft	\$ 37,375
Lodging	\$ 161,112
Meals & Incidentals	\$ 1,243
Subtotal	\$ 250,097
5% markup	\$ 8,066
Travel Expense Total	\$ 258,163

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
Simon Alder (Stantec)	Onsite
Jose Armesto (Carollo)	Onsite
Health & Safety Assistant – TBD (Carollo)	Onsite
Geoff Carthew (Stantec)	Onsite
Parthina Donson (Stantec)	Onsite
Bill Van Wagenen (Stantec)	Onsite

8. Geographic Pay

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

Name	Geographic Pay Hourly Rate
Simon Alder (Stantec)	\$17.71

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
Simon Alder (Stantec)
Bill Van Wagenen (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 Program Management & Administration	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$845,068	\$0	\$56,070	\$0	\$901,138
2 Program Controls	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$132,354	\$0	\$301,222	\$136,944	\$570,520
3 Program Engineering Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$649,182	\$0	\$91,865	\$0	\$741,047
4 Program Construction Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$128,336	\$0	\$13,318	\$0	\$141,654
5 Health & Safety Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$677,975	\$0	\$88,800	\$0	\$766,775
6 Program Subject Matter Expert Support	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$1,261,944	\$0	\$2,694	\$189,000	\$1,453,638

CPMS Contract No.: 7353
 Service Order No. 58
 Consultant: Stantec Consulting Services, Inc.

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
7 Program Technical Support	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$76,880	\$0	\$2,694	\$0	\$79,574
Maximum Compensation		\$3,771,739	\$0	\$556,663	\$325,944	\$4,654,346

Management Office Services

Role	Staff Name	Onsite / Offsite	Actual Hourly Salary Rate	Multiplier	APC	Geographic Pay	Estimated Billing Rate (07/01/22 to 12/31/22)	Estimated Billing Rate (01/01/23 to 06/30/23)	Not-to-Exceed Billing Rate	Estimated Labor Hours			
										Task 1	Task 2	Task 3	Task 4
Director	Alder, Simon	Onsite	110.30	2.81	5.35	17.71	327.65	337.48	-	1,872	-	-	-
Administrator	Donson, Parthina	Onsite	37.92	2.81	5.35	-	106.56	109.76	-	1,872	-	-	-
Administrator ¹	TBD	Offsite	58.82	3.06	9.50	-	180.00	185.40	240.00	-	200	-	-
Database Support ¹	TBD	Offsite	83.33	3.06	9.50	-	255.00	262.65	340.00	-	350	-	-
Engineering Manager	Carthew, Geoff	Onsite	119.71	2.81	5.35	-	336.39	346.48	-	-	-	1,872	-
Construction Manager	Van Wagenen, William	Onsite	124.96	2.81	5.35	-	351.14	361.67	-	-	-	-	360
Safety Officer	Armesto, Jose M.	Onsite	64.50	2.67	5.35	-	172.22	177.39	-	-	-	-	-
Safety Assistant	TBD	Onsite	58.82	2.67	5.35	-	157.06	161.77	240.00	-	-	-	-
Expert II ¹	TBD	Offsite	109.80	3.06	9.50	-	336.00	346.08	420.00	-	-	-	-
Expert I ¹	TBD	Offsite	58.82	3.06	9.50	-	180.00	185.40	240.00	-	-	-	-
Task Totals										3,744	550	1,872	360

Management & Program Administration	Stantec Labor \$ 825,037 \$ 127,129 \$ 639,166 \$ 126,410 \$
Engineering Management	Stantec APC \$ 20,030 \$ 5,225 \$ 10,015 \$ 1,926 \$
Construction Management	TOTAL Stantec \$ 845,068 \$ 132,354 \$ 649,182 \$ 128,336 \$
Management Support	Major Subconsultant Labor \$ - \$ - \$ - \$ - \$
Management Support	Major Subconsultant APC \$ - \$ - \$ - \$ - \$
Management Support	Major Subconsultant Labor & APC Markup (5%) \$ - \$ - \$ - \$ - \$
Management Support	TOTAL SUBCONSULTANT \$ - \$ - \$ - \$ - \$

Total Labor - By Task	\$ 845,068	\$ 132,354	\$ 649,182	\$ 128,336	\$ 6,683
Leland Saylor & Associates	\$ -	\$ 120,423	\$ -	\$ -	\$ -
Qlik	\$ -	\$ 10,000	\$ -	\$ -	\$ -
Hildebrand Consulting	\$ -	\$ -	\$ -	\$ -	\$ -
Subconsultant Markup (5%)	\$ -	\$ 6,521	\$ -	\$ -	\$ -
OTHER SUBCONSULTANTS	\$ -	\$ 136,944	\$ -	\$ -	\$ -

Stantec Expenses	\$ 53,400	\$ 2,592	\$ 87,490	\$ 12,683	\$ -
Major Subconsultant Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
SUB-TOTAL Reimbursables	\$ 53,400	\$ 2,592	\$ 87,490	\$ 12,683	\$ -
ODC Markup on Stantec Expenses Only (5%)	\$ 2,670	\$ 130	\$ 4,375	\$ 634	\$ -
Relocation	\$ -	\$ -	\$ -	\$ -	\$ -
Systems & Tools	\$ -	\$ 298,500	\$ -	\$ -	\$ -
Total Reimbursables	\$ 56,070	\$ 301,222	\$ 91,865	\$ 13,318	\$ -

TOTAL	\$ 901,138	\$ 570,520	\$ 741,047	\$ 141,654	\$ 7,341
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Billing Rate for pooled resources is 75% of the Not-to-estimate for estimating purposes only. Actual hours billed will be as set forth in the Master Agreement, including without limitation Exhibit B, Basis of Compensation.

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 173

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 58 - San Jose-Santa Clara Regional Wastewater Facility FY 2022-23
Program Management Services

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: \$4,654,346.00 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: David Ohlson / 408-635-4041 Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date