

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

1a. CPMS Contract No.: 7401A 1b. Master Agreement AC No.: 27269

2.  First  Second  Third  Fourth Amendment to Approved Service Order No. 5

3. Consultant's Name: CDM Smith Inc. ("Consultant")

Project Name: Construction Management Oversight Services for the Headworks Project ("Project")

Amendment Description: This second amendment to Service Order No. 5 extends the completion time for all tasks and reallocates budget between tasks, resulting in no change to the maximum compensation.

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

- a.  **Budget/Fiscal:** The  original Budget/Fiscal information in Section 7 of the Approved Service Order  First Revised Budget/Fiscal Attachment  Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached  First  Second  Third Revised Budget/Fiscal Attachment.
- b.  **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.
- c.  **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.
- d.  **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 and supersedes in its entirety any corresponding attachment to the original Approved Service Order and any amendments thereto.

6. Consultant Approval: titushz@cdmsmith.com Date: \_\_\_\_\_  
Email: titushz@cdmsmith.com  
Date: 11/10/2022 GMT

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 Amendment Form.)

**Approved as to Form:**

Attorney  
Kevin Fisher  
Assist City Attorney U  
kevin.fisher@sanjosec

Assistant City Attorney: Kevin Fisher Date: \_\_\_\_\_  
Email: kevin.fisher@sanjosec.org

8. City Director Approval: Napp Fukuda Date: \_\_\_\_\_  
Email: napp.fukuda@sanjoseca.gov  
Date: 11/15/2022 GMT

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

- This Revised Budget/Fiscal Attachment is attached to the  First  Second  Third amendment to Approved Service Order No. 5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.
- 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 \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

- Section 7 of the Approved Service Order cover page is appended to read as follows:

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	
b. Service Order Compensation for this Approved Service Order Amendment:	\$	
c. New unencumbered balance in Master Agreement:	\$	
<p>d. <b>Appropriation Certification:</b> 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.</p> <p>Fund: _____ Appn: _____ RC: _____ Amount: \$ _____</p> <p>Fund: _____ Appn: _____ RC: _____ Amount: \$ _____</p> <p>Fund: _____ Appn: _____ RC: _____ Amount: \$ _____</p> <p>Fund: _____ Appn: _____ RC: _____ Amount: \$ _____</p> <p>Division Analyst Approval: _____ <i>Mary Crippen</i> _____ Date: _____</p> <p>Authorized Signature: _____ <i>Harpal Singh</i> _____ Date: _____</p>		
<p>Email: harpal.singh@sanjoseca.gov                  Date: 11/15/2022 GMT</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. 5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

## 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 will Provide Services:** The existing Headworks facility at the RWF consists of two separate structures that serve to protect downstream processes and equipment by removing debris and grit from the raw sewage entering the facility.

Headworks 1 ("HW1") was built in the mid-1950's and 1960's. The facility includes four self-cleaning bar screens, two aerated grit chambers, two detritors, screenings and grit handling facilities, and Raw Sewage Pump Station No.1 ("RSPS1"). HW1 serves as the duty headworks during the dry-weather season.

Headworks 2 ("HW2") was completed in 2008 and was designed to operate in parallel with HW1. Following critical improvements completed in 2017, the facility consists of three multi-rake bar screens, three vortex grit removal units, screenings and grit handling facilities, and Raw Sewage Pump Station No.2 ("RSPS2"). Flow from HW2 can also be pumped by RSPS1. Although HW2 was originally intended to handle only wet weather flows for the RWF, it can serve as the duty headworks.

The RWF Capital Improvement Program ("CIP") identified the need for a new Headworks structure ("Headworks 3") to replace the aging HW1 and has outlined improvements required for HW2 to improve operational reliability and performance.

Under Service Order No. ("SO") 2, issued in April 2016, the Consultant developed project alternatives for the Headworks Project and evaluated the alternatives using the Triple Bottom Line Plus ("TBL+") process. Based on hydraulic modeling results and operations and maintenance ("O&M"), economic, social, and environmental criteria, a preferred alternative was selected and recommended to carry forward into future phases of the project.

Under SO 3, issued in March 2017, the Consultant further developed the preferred alternative into a Project Definition Report ("PDR") that was issued as part of the procurement documents to prospective Design-Builders. Service Order No. 3 also included environmental permitting, development and review of procurement documents, as well as bid and award of the design-build ("DB") contract for Headworks

Improvements and New Headworks Project. In June 2018, the City awarded the DB contract to CH2M Hill Engineers, Inc. (“Design-Builder”).

Under SO 4, issued in August 2018 with a current completion date of October 2020, the Consultant supported the City in its collaboration with the Design-Builder by attending workshops and reviewing the Design-Builder’s work-product as it finalized the concept for the Headworks facilities and continued to progress the concept through design completion. In addition, the Consultant supported the City in negotiating a guaranteed maximum price (“GMP”), and continued to assist with the environmental permitting process, and the initial construction management oversight.

The objective of this SO is for the Consultant to support the City during the construction phase by providing construction management oversight services, including construction manager, resident engineer, project controls, and testing, start-up and commissioning oversight services. The Consultant will also perform engineering services during construction (“ESDC”), and provide environmental permitting and monitoring support.

This SO consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Construction Management Oversight Services
- Task No. 3: Project Controls Oversight Services
- Task No. 4: Testing, Start-Up and Commissioning Oversight
- Task No. 5: Engineering Services During Construction
- Task No. 6: Environmental Permitting and Monitoring Support

#### **REQUIREMENTS AND CONDITIONS FOR ALL SERVICES TO BE PROVIDED UNDER THIS SO**

1. Consultant shall perform construction management oversight service, including construction management oversight planning.
2. Consultant shall be required to coordinate its work with the other groups working on the Headworks Project including but not limited to:
  - a. City’s CIP and O&M staff;
  - b. Design-Builder, including its Construction Management and Engineering Services During Construction staff;
  - c. Inspection services procured by City or Design-Builder; and
  - d. Testing laboratories procured by City or Design-Builder.
3. The primary functions of the Consultant’s CM and RE are to lead the CM Oversight Team and to oversee and coordinate all field activities in this scope of work. Activities for the CM and RE are described under Task 2. The roles for the PCS and Testing, Start-Up, and Commissioning (“TSC”) Lead are described in Task 3 and Task 4, respectively. More details on specific roles and responsibilities are presented in the Construction Management Oversight Plan (“CMoP”) which was prepared under SO 4.

4. Off-site Subject Matter Experts (“SMEs”) will be utilized on an as-needed basis to provide ESDC.
5. The level of effort and type of support required from the Consultant under this service order will reviewed and discussed with the City on a quarterly basis.

### **Task No. 1: Project Management**

- A. Services:** Consultant’s project manager (“PM”) shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, and serve as the primary point of contact when communicating with the City. Consultant’s PM shall manage the budget, schedule and invoicing. Consultant’s PM shall also prepare and maintain a log to record decisions made by City throughout the Project and manage the quality of deliverables.

Consultant shall use the document management systems used by the RWF CIP. The systems included a Microsoft SharePoint site referred to as the CIP Portal and EADOC, which is a cloud-based design and construction management software.

Consultant shall follow the City’s templates and guidelines. The deliverables submitted by Consultant shall conform to the City’s templates and guidelines. The City will provide access to these templates and guidelines no later than ten (10) Business Days following the Notice-to-Proceed (“NTP”). The templates and guidelines currently available include the following:

- o Meeting Agenda;
- o Meeting Minutes;
- o Project Decision Log (“PDL”);
- o Project Quality Plan;
- o Quality Management Certification;
- o Quality Review Form;
- o Risk Matrix and Assessment;
- o Technical Memorandum; and
- o Technical Report.

Consultant shall perform the following project management activities:

1. Daily Oversight: Consultant shall oversee the daily management of scope, deliverables, schedule and budget.
2. Coordination: Consultant shall coordinate work with internal staff, subconsultants, City staff, and other City consultants as appropriate and necessary. All work performed and all work products should be coordinated with other CIP projects currently underway to avoid duplication, confusion, and conflicts.
3. Teleconferences: Consultant shall participate in bi-weekly status teleconferences with the City to discuss overall work progress and the status of near-term efforts and requirements. Communication that is more frequent may occur if necessary, and as requested by the City’s

Contract Manager.

4. Project Work Plan: Consultant shall prepare and submit a Project Work Plan (“PWP”) detailing tasks to be performed, schedule, deliverables (including their requirements and resources needed), and risk management plan. The PWP does not need to be updated monthly.
5. Health and Safety Plan: Consultant shall prepare and submit a Health and Safety Plan (“HASP”) for the portion of Consultant’s work that will involve fieldwork, assessments, or investigations of certain Project elements. The HASP shall describe Consultant’s confined space entry program and how Consultant plans to complete fieldwork, assessments, investigations, or inspections at the RWF. The HASP shall be updated as new conditions are encountered.
6. Quality Management: Consultant shall develop and implement a Project-specific Quality Management Plan (“QMP”) to support execution of the work required by this SO. The QMP shall describe Consultant’s overall quality management process, identify the quality reviewers and the review levels associated with each Project milestone and deliverable. The Project’s critical success factors, as determined during previous SOs, will be circulated with stakeholders for review and will be updated if necessary.
  - a. The quality management efforts that shall be addressed in the QMP include:
    - Coordinating work products, milestones, and staff assigned for review activities;
    - Conducting milestone technical and readability reviews for deliverables;
    - Documenting comments and work product modifications in the PDL; and
    - Completing and submitting Quality Review Forms and Quality Management Certifications for draft and final deliverables.
  - b. Consultant’s quality reviewers and their respective qualifications shall be identified in the QMP. Quality reviewers shall be independent (i.e., not part of Consultant’s core team for the Project) and shall be qualified to provide technical reviews. Each deliverable shall be reviewed by quality reviewers for technical correctness and completeness and proofread by a technical writer for readability prior to the submittal of the deliverable to the City. Consultant shall submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each draft and final deliverable. The City may request Consultant to submit additional evidence that Consultant is following the procedures in the QMP.
  - c. Comments from the City’s review of the Consultant’s draft and final deliverables will be recorded on a Quality Review Form. Consultant shall review the City’s comments, confirm with the City how Consultant shall address the comments in the next iteration of the deliverable or a subsequent deliverable, and then submit a Quality Review Form with responses to the City’s comments.
7. Monthly Progress Reports: Consultant shall prepare and submit a Monthly Progress Report by the tenth of each month, unless requested otherwise by the City’s Contract Manager. The Monthly Progress Report shall be a brief written summary of the progress made on each task,

estimate the overall task's percent completion, and include the status of each deliverable. The Monthly Progress Report shall also include any significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next 30 days for some reason beyond their control).

8. Monthly Invoices: Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month, unless requested otherwise by the City's Contract Manager. The invoices shall be accompanied by the Monthly Progress Report that describes the work completed during the invoice's billing period.
9. Project Setup and Closeout: Consultant shall complete the steps to setup and close out the project both internally and externally.

**B. Deliverables:**

1. **PWP**

- a. A draft PWP, approximately three (3) pages long, shall be provided in an electronic editable file format and PDF within ten (10) Business Days from the issuance of the NTP. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
- b. The final PWP addressing City comments shall be provided as a PDF file within five (5) Business Days after receipt of City comments.

2. **HASP:**

A draft HASP shall be provided in an electronic editable file format at least twenty (20) Business Days prior to first scheduled fieldwork, assessment, or investigation.

Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.

The final HASP addressing City comments shall be provided as a PDF file within ten (10) Business Days after receipt of City comments.

Updated plans shall be provided, as new conditions are encountered and/or requested by the City.

3. **QMP:**

- a. A draft QMP shall be provided in an electronic editable file format when the draft PWP is provided to City. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments. The draft QMP can be included in the draft PWP.
- b. The final QMP addressing City comments shall be provided as a PDF file format within five (5) Business Days after receipt of City comments. The final QMP can be included in the final PWP.
- c. A completed Quality Management Certificate shall be submitted along with each draft and final deliverable.

4. Monthly progress reports shall be provided as a PDF file.
5. Monthly Invoices shall be provided as a PDF file with each Monthly Progress Report.

**C. Completion Time**

Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: December 31, 2023.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 2: Construction Management Oversight**

**A. Services:**

The responsibilities of the full-time on-site CM and RE includes field and special inspections coordination, materials testing coordination, change order control, and Design-Builder progress payments.

The CM and RE shall monitor and observe the progress of the work on the site for all work packages and conduct their services in accordance with the appropriate provisions of the CMoP developed under SO 4. CM and RE shall keep monitoring and observation notes which will include, but will not be limited to, notation and documentation to reflect:

- Problems or issues encountered during the work and contributing factors.
- Compliance or non-compliance of work with drawings and specifications.
- Photos to document progress or areas of concern. Photos shall be in digital format and downloaded and backed up daily in a manner that permits their availability to City staff, and Design-Builder for review. Prints of pertinent photos for progress reports.
- Testing and test results.
- Safety issues.
- Disruptions or deviations in the work schedule.
- Support for permit compliance.

More specifically, the services provided by the CM and RE consist of:

**1. Construction Meetings**

CM and RE shall attend the Design-Builder's daily construction meeting, weekly progress meetings, and any other subject-specific meetings that arise during the course of construction. Based on the daily meetings, CM and RE shall direct the day-to-day activities of the City's construction management team. CM and RE shall provide comments on action items and management logs generated each week and presented at the weekly meeting.



## **2. Field Inspection Services and Special Inspection**

CM and RE shall direct inspectors provided by the City for the project on a daily basis. CM and RE shall obtain and review test results from the Design-Builder's special inspections of work elements such as compaction of soils and asphalt paving, rebar, concrete, and welding as coordinated by the Design-Builder. CM and RE will also advise the City on any additional testing required by the City's third-party inspection firm to verify the results provided by the Design-Builder.

## **3. Submittal Control and Review**

Approved submittals including all shop drawings, details, materials, and methodologies become part of the approved Contract documents and are used by the CM Oversight Team to monitor the Design-Builder's compliance. CM and RE shall provide an oversight review of certain submittals selected by the City and shall direct selected submittals to the Consultant's off-site SMEs as required following the procedures for the review and approval of submittals from the Design-Builder in the CMoP.

## **4. RFI Review**

RFIs will be managed in EADOC giving the CM Oversight Team the ability to flag those documents that may have cost or schedule impacts or require technical input. CM and RE shall provide an oversight review of select RFIs as coordinated with the City and shall send RFIs selected by the City to the Consultant's off-site SMEs as directed by the City following the procedures for the review of RFIs from the Design-Builder in the CMoP.

## **5. Risk Register**

In their CM Oversight role, CM and RE shall review the Risk Register maintained by the Design-Builder.

## **6. Project Decision Log**

Consultant shall review the Design-Builder's PDL that documents the City's comments and decisions made related to the construction work. As applicable, the PDL shall reference other documents such as meeting minutes, technical memoranda, and reports for all decisions made.

## **7. Change Management Control**

CM and RE shall implement, manage and maintain a change management system using EADOC. This will include but not be limited to the following tasks:

- Manage and track all requests for change ("RFCs").
- Independently evaluate change requests.
- Maintain evaluation documentation for each RFC and RFC file.
- Provide independent cost estimates for change proposals, as directed by the City.
- Participate with the City in negotiating change proposals.
- Document negotiations.
- Package and process all change requests according to the procedures in the CMoP.
- Maintain and update the change request log.

- Confirm that the Design-Builder provides an updated cost report showing total costs of change requests and include in the monthly report. Also confirm that the updated cost report reflects potential costs of change items, approved costs for changes, total amount paid to date, and percentage complete for each change request.

#### **8. Design-Builder Progress Payments**

- Review claimed progress based upon evaluations of the work in progress. Evaluate monthly pay request in accordance with the Design-Builder's schedule of values and other contract requirements. Request missing documentation or address clarification issues with Design-Builder. Identify payment issues to the City and recommend actions. Keep pay application review notes or issue documentation, filed according to documentation procedures per the CMoP.
- Package the foregoing progress payment documentation and send to the City along with a written payment recommendation. Following sign-off by the CM, the City will take the remaining steps to process and pay the invoice. File all documents according to agreed-upon documentation standards. This subtask assumes that the Design-Builder will submit one progress payment request per month.

#### **9. Project and Document Controls**

- Provide progress and cost information to support monthly progress reports under Task 3.5.
- Prepare weekly updated Construction Issue Log for distribution to the City and Design-Builder. Log documents into EADOC, routing, distributing and filing them per CMoP protocols.

#### **B. Deliverables:**

Consultant shall provide the following documents to the City's Project Manager:

1. Construction Meetings
  - a. Comments on meeting minutes, action items, and management logs shall be submitted within three (3) Business Days of the meeting.
2. Field Inspection Services
  - a. Inspection written reports for areas of concern provided as a PDF file within ten (10) Business Days of the inspection.
  - b. Photos and photo log of areas of concern. Photos will be uploaded to the document management system within ten (10) Business Days of the inspection.
3. Submittal Control and Review
  - a. Review and provide written comments on select construction submittals. Comments will be provided as a PDF file within fifteen (15) Business Days of receipt of the submittal.
4. RFI Review
  - a. Input on monthly status to the City.
  - b. Comments on RFI responses provided as a PDF file to Design-Builder as required within ten (10) Business Days of receipt of the Design-Builder's RFI response.
5. Risk Register
  - a. Comments on Design-Builder's Risk Register shall be submitted within five (5) Business Days.
6. Project Decision Log
  - a. Comments on Design-Builder's decision log shall be submitted within five (5) Business Days.
7. Change Management Control
  - a. Up to date change request log.
  - c. Evaluation and negotiation documentation for each RFC. Written comments shall be submitted as a PDF file within fifteen (15) Business Days of receipt of the RFC.
  - d. Monthly RFC cost and status report.
8. Design-Builder Progress Payments
  - a. Monthly pay application review notes and written recommendations.
9. Project and Document Controls
  - a. Weekly Construction Issue Log provided as a PDF file.
  - e. Any updates needed to the CMoP relative to Document Control.

**C. Completion Time**

Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: December 31, 2023.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 3: Project Controls Oversight

#### A. Services

Consultant shall provide equivalent of a 1.2 FTE Project Controls Specialist (“PCS”), split between two (2) members of the Consultant’s team. The PCS will not be located full-time at the RWF, but will visit the project site once per month for up to five (5) days per trip. PCS responsibilities are outlined below:

##### 1. Monthly Construction Schedule Oversight

PCS shall review Design-Builder’s monthly construction schedule update and compare against the Baseline Schedule prepared by the Consultant under SO 4. With input from SMEs as required, the PCS shall provide comments, recommendations, or identify significant issues based upon that review. PCS shall alert the City and provide written corrections if there are schedule inaccuracies or potential schedule problems. PCS shall provide recommendations to resolve identified problems. Schedule oversight shall include, but not be limited to the following:

- Critical path analysis, with the requirement to provide specific observations, comments, and recommendations to the City.
- Prepare for and conduct monthly 2-3-hour Design-Builder schedule review meetings between the CM Oversight Team and Design-Builder to discuss scheduling issues and present draft schedules.
- Identification of potential schedule problems and written recommendations for solutions to those problems.
- Written schedule review comments with trend analysis monthly.
- Preparation of Design-Builder Schedule review meeting minutes.
- Supporting of Program Scheduler providing approved monthly schedule updates and other schedule related documents as needed.
- Preparation and attendance at weekly coordination meetings and Contractor Meetings for schedule issues and potential change awareness.
- Schedule analysis support for on-going questions and what-if scenarios

- Review of Design builder's schedule risks analysis, with the requirement to provide specific observations, comments, and recommendations to the City.

## 2. Review Construction Schedule with Regard to Change Requests

PCS shall review and analyze construction schedule changes provided by the Design-Builder associated with change proposals when required. Participate in change request negotiation meetings and prepare documents for the City's use in resolving schedule issues.

## 3. Change Management Support for Requests for Change

PCS shall review the Design-Builder's construction costs to evaluate actual project costs in comparison to budget estimates. The following cost-related services shall be provided:

- Prepare monthly evaluation reports of construction costs based on the review of the Design-Builder's monthly cost report to the City.
- Provide cost control recommendations to the City on budget impacts of change proposals.
- Conduct monthly potential Change Order review meeting and provide the City the latest potential change order summary.

## 4. Document Tracking

City shall implement, manage and maintain an information and management system using EADOC. This will include, but not be limited to, managing and maintaining all document files. The PCS will follow City procedures for filing and tracking documents in EADOC.

## 5. Monthly Project Status Reports

PCS shall review the Design-Builder's Monthly Project Status Report and provide an oversight report of project status. Prepare draft and final monthly project status reports for the Project. Monthly reports at a minimum will address:

- Cost-variance analysis explaining reasons for differences from baseline;
- Schedule-variance analysis explaining reasons for differences from baseline;
- Construction issues and planned resolution activities; and
- Quality Assurance issues.
- Risk Register Cost and Schedule impact analysis

## 6. Design-Builder Progress Payments

In conjunction with CM and RE, PCS shall review and evaluate Design-Builder's monthly pay request in accordance with the Design-Builder's schedule of values and other contract requirements. Request missing documentation or address clarification issues with Design-

Builder. Identify payment issues to the City and recommend actions. Keep pay application review notes or issue documentation, filed according to documentation procedures per the CMoP.

**B. Deliverables:**

Consultant shall provide the following documents to the City's Project Manager:

1. Monthly Construction Schedule Oversight
  - a. A written report on any Design-Builder schedule inaccuracies or potential schedule problems provided as a PDF file.
  - b. Draft and final schedule issues/recommendation list provided as a PDF file.
  - c. Comments on meeting minutes shall be submitted within three (3) Business Days of the meeting to the City, who will compile comments from the CM Oversight Team and then submit the compiled set of comments to Design-Builder.
2. Review Construction Schedule Change Requests
  - a. Change request schedule analysis reports provided as a PDF file.
  - b. Provide notes/documents as a PDF file for schedule issue resolution sessions.
3. Cost Estimating Support for Change Requests
  - a. Monthly cost evaluation reports provided as a PDF file.
  - b. RFC Cost Estimates provided as a PDF file.
4. Document Tracking
  - a. Weekly logs for submittals, RFIs, change requests.
5. Monthly Project Status Reports
  - a. Monthly oversight report provided as a PDF file.
6. Design-Builder Progress Payments
  - a. Monthly pay application review notes and written recommendations.

**Completion Time**

Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: December 31, 2023.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4: Testing, Start-Up and Commissioning Oversight**

**A. Services**

The key to successful testing, start-up, and commissioning ("TSC") is adequate and sufficient pre-planning. Establishing this planning at the beginning of the construction project, and then consistently updating this plan through regular meetings is critical for the City to adequately coordinate related contract activities, staff, budget and control the TSC process. Consultant shall provide a TSC Lead ("TSCL") to perform the services under this task including participation in TSC planning meetings which will cover key equipment, responsibilities for TSC, schedule for

equipment arrival and vendor testing, and review of the Design-Builder's TSC Plan. TSC planning begins at the beginning of construction and more plan detail is added as the additional planning meetings take place. The frequency of these meetings increases as start-up gets closer. The TSCL shall participate in quarterly, monthly and weekly TSC planning meetings led by the Design-Builder. TSCL shall review and provide input on the detailed TSC Plan. The CM Oversight Team (CM or RE) will coordinate close-out of the project with the Design-Builder.

#### 1. TSC Planning

TSCL shall provide oversight regarding the coordination of the TSC of the new headworks. Initial tasks will include:

- Identification of key CM Oversight Team and Design-Builder stakeholders that will follow TSC activities through completion.
- Verification of initial TSC requirements for each facility, as identified in the Design-Builder's contract.
- Identification of challenges related to obtaining and discharging test flows.
- Identification of initial TSC tasks requiring inter-project coordination.
- Identification of City's operational challenges related to TSC activities.
- Identification of specific phases required for a phased TSC approach.
- Review of Design-Builder's TSC Plan.

#### 2. TSC Coordination

TSCL shall coordinate TSC planning with Design-Builder and City staff, which shall include the following activities:

- Delineate roles and responsibilities for equipment and system TSC in coordination with Design-Builder and City O&M staff for:
  - Facility access;
  - Warranty document collection and review;
  - Warranty work;
  - O&M staff training; and
  - O&M manuals reviews, completion, reproduction and distribution.
- Delineate CM Oversight Team's roles and responsibilities to support Design-Builder's TSC Plan.

### 3. TSC Meetings

TSC shall attend Design-Builder-led meetings/presentations with the City remotely, including:

- Participate in quarterly progress meetings to monitor progress of TSC O&M requirements. Coordinate with participants in advance of meetings to track follow-through on work assignments in preparation for upcoming meetings.
- Review Design-Builder's plans for tie-ins and/or bypasses.
- Provide review comments on the agenda and meeting minutes.

### **B. Deliverables**

TSC shall provide the following documents to the City's Project Manager:

1. TSC Planning
  - a. Input on and updates to the Design-Builder's TSC Plan. Comments shall be provided as a PDF file.
2. TSC Meetings
  - a. Comments on meeting agenda and minutes shall be submitted within five (5) Business Days of the meeting to the City, who will compile comments from the CM Oversight Team and then submit the compiled set of comments to Design-Builder.

### **C. Completion Time**

Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: December 31, 2023.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## **Task No. 5: Engineering Services During Construction**

### **A. Services:**

As a continuation of the Consultant's role as Owner's Advisor during the design phase, the Consultant shall provide engineering services during construction. The work under this task will be performed by the Consultant's SMEs. Specific activities under this task include the following:

#### 1. Submittal Review

Consultant shall provide a technical review of submittals selected by the City.

#### 2. RFI Review

Consultant shall review and comment on technical RFIs selected by the City.



### 3. Requests for Change Review

Consultant shall provide a technical review of Design-Builder's requests for change selected by the City to aid the City in identifying and resolving potential impacts resulting from the requested design change.

### 4. Witness Testing

As directed by the City, the Consultant's SMEs shall witness testing of project components or equipment selected by the City. The Consultants level of effort is based on participation in five (5) witness tests with a duration of three (3) days per test including travel time.

### 5. Startup Support

Consultant shall provide startup support for the new headworks, including:

- Review and troubleshooting of challenges related to obtaining and discharging test flows.
- Identification and troubleshooting of City's operational challenges related to startup activities.
- Technical review of Design-Builder's TSC Plan.

## **B. Deliverables:**

Comments will be provided in the City-provided MS Excel Quality Review Form or via BlueBeam. Consultant will submit comments within ten (10) Business Days of submittal receipt to the City, who will compile comments from the Consultant and the City and then submit the compiled set of comments to the Design-Builder. Consultant shall provide the following documents to the City's Contract Manager:

#### 1. Submittal Review

- a. Review and provide written comments on select construction submittals. Comments will be provided as a PDF file within fifteen (15) Business Days of receipt of the submittal.

#### 2. RFI Review

- a. Review and provide written comments on select RFIs as a PDF file to Design-Builder as required within ten (10) Business Days of receipt of the Design-Builder's RFI response.

#### 3. Request for Change Review

- a. Review and provide written comments on select request for change. Comments shall be submitted as a PDF file within fifteen (15) Business Days of receipt of the RFC.

#### 4. Witness Testing

- a. Written comments and notes from witness testing. Comments shall be submitted as a PDF file within fifteen (15) Business Days of testing completion.

5. Startup Support

- a. Input on and updates to the Design-Builder's TSC Plan and startup activities. Comments shall be provided as a PDF file.

C. Completion Time

Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

On or before the following date: December 31, 2023.

On or before \_\_\_\_ Business Days from \_\_\_\_\_

**Task No. 6: Environmental Permitting and Monitoring Support**

- A. Services: Consultant shall provide environmental permitting and monitoring support during construction as follows:

1. Burrowing Owl Habitat Assessment Survey

- a. If requested by the City and needed based on Phase 2 of construction (which includes work in the Emergency Basin), consistent with Santa Clara Valley Habitat Plan ("HCP") requirements, Western burrowing owl habitat surveys shall be required in the Project area in all Santa Clara Valley HCP-modeled occupied habitat. Surveys are not required in sites that are mapped as potential burrowing owl nesting or only overwintering habitat. Modeled habitat types may change throughout the permit term based on the best available scientific data. Habitat surveys are required in both breeding and non-breeding seasons.
- b. Up to three (3) of the Consultant's qualified biologist(s) shall conduct a pedestrian survey of the Project area and accessible areas within 250-feet of the Project area. This work is expected to take approximately one (1) day to complete. Pedestrian survey transects shall be spaced to allow 100 percent visual coverage of the ground surface. The distance between transect center lines shall be no more than 50 feet and can be reduced to account for differences in terrain, vegetation density, and ground surface visibility. The biologist(s) shall map areas with burrows or burrow complexes that could support burrowing owls and all burrows that may be occupied (as indicated by tracks, feathers, egg shell fragments, pellets, prey remains, or excrement).
- c. To avoid impacts to owls from surveyors, owls and/or occupied burrows shall be avoided by a minimum of 150 feet wherever practical to avoid flushing occupied burrows. Disturbance to occupied burrows shall be avoided during all seasons. If suitable habitat is identified during the habitat survey, and if the Project does not fully avoid impacts to the suitable habitat, preconstruction surveys shall be required. Suitable habitat is fully avoided if the project footprint does not impinge on a 250-foot buffer around the suitable burrow.

- d. The Draft Western burrowing owl habitat survey memo will be submitted for one round of City review, after which the Consultant will prepare a Final Western burrowing owl habitat survey memo.
  - e. *Burrowing Owl Habitat Survey Update and One-Way Door Installation.* Consistent with Santa Clara Valley Habitat agency request, Western burrowing owl habitat surveys shall be conducted in the emergency basin. Two (2) Consultant qualified biologists shall conduct one pedestrian survey within the undisturbed portion of the emergency basin and in areas within 250-feet of the emergency basin. The biologist(s) shall provide an updated map of areas with burrows or burrow complexes that could support burrowing owls and all burrows that may be occupied (as indicated by tracks, feathers, egg shell fragments, pellets, prey remains, or excrement). If needed, Consultant biologists will install one-way doors at any potentially occupied burrows.
  - f. *Burrowing Owl Preconstruction Surveys.* In order to comply with the Habitat Agency's requirements for burrowing owl, Consultant shall conduct two (2) pre-construction surveys. Consultant shall prepare a memorandum and map documenting the results of the burrowing owl pre-construction surveys.
2. Raptor, Nesting Bird, and Burrowing Owl, and Golden Eagle Avoidance and Mitigation Measures
- a. Initial preconstruction surveys for raptors, nesting birds, and burrowing owls has been conducted as part of SO 4. If nesting birds or raptors are found during a survey or during construction, Consultant's qualified biologist will establish the limits of the exclusion/buffer zone and review the installation of exclusion flagging or fencing by the Contractor. This scope assumes a single site visit will be required to oversee the installation of fencing/flagging.
  - b. If construction stops for more than 14 days during breeding bird season (February 1st-August 31st, inclusive), Consultant's qualified wildlife biologist will conduct a survey for nesting raptors and migratory bird nests within seven (7) days prior to the resumption of construction or after a construction break of fourteen (14) days or more, within seven (7) days prior to the resumption of construction. Surveys shall be performed for the Project area and for suitable habitat within 300 feet (radius) for raptor species; however, the buffer zone widths may be adjusted if an obstruction, such as a building, is within line-of-sight between the nest and construction. Buffer zone widths and other avoidance measures may be modified based on consultation with California Department of Fish and Wildlife ("CDFW") and the United States Fish and Wildlife Service ("USFWS"), as required. Buffer zones shall remain in place as long as the nest is active or young remain in the area and are dependent on the nest. Up to four (4) days of preconstruction surveys are assumed in this scope of work, to account for two (2) qualifying construction stops outside of the paved operational area in 2021, one (1) qualifying construction stop outside of the paved operational area between December 2021 and March 2022, plus one (1) survey of the soil disposal area prior to hydroseeding or soil stabilization in April 2023. For each survey, Consultant will summarize survey methodology and results in a short memoranda. A reduction in the size of buffer areas in coordination with CDFW and/or

USFWS may require additional monitoring to determine a baseline of behavior or document the response of nest occupants to nearby construction. Costs associated with additional monitoring are not included in this scope.

c. Burrowing Owl Avoidance Measures

- i. If preconstruction surveys identify evidence of Western burrowing owls within 250 feet of the Project area during the breeding season (February 1 through August 31, inclusive), Consultant will review project construction design plans and identify activities that are within a 250-foot buffer of the evidence of Western burrowing owls, if any. Consultant will coordinate with the contractor to assess whether construction activities within the buffer can be moved or delayed until the end of the breeding season. If active nests cannot be avoided, Consultant will prepare a Burrowing Owl Avoidance Plan for the project, which will document various avoidance measures to be implemented by the City and their contractors prior to, during, and immediately following project implementation. The Avoidance Plan will document the location(s) of burrows, describe the activities proposed within 250 feet of the burrows, and describe HCP-specified avoidance measures and other avoidance measures pursuant to Mitigation Measure BIO-2e. This scope includes cost associated with one round of revisions in response to one review of the Burrowing Owl Avoidance Plan by the City prior to submission of the Plan to CDFW and up to four (4) hours of coordination with CDFW.
- ii. If preconstruction surveys identify evidence of Western burrowing owls within 250 feet of the Project area during the non-breeding season (September 1st to January 31st, inclusive), Consultant's qualified biologist will support the City or its contractor to establish a 250-foot no-disturbance buffer around occupied overwintering burrows as determined by the qualified biologist. If occupied burrows cannot be avoided, implementation of the avoidance measures described in Mitigation Measure BIO-2e will be required. Implementation of these measures would be covered under a separate scope and budget.
- iii. If there is a lapse in construction at the Project area of fourteen (14) or more days, Consultant's qualified biologist will perform an additional set of up to two (2) preconstruction surveys as described in the HCP-specified avoidance measures and other avoidance measures pursuant to Mitigation Measure BIO-2e. The initial survey will include a habitat assessment. If no burrows are present within the survey area or evidence of western burrowing owl occupation is not observed during the initial survey, additional surveys will not be required. This scope assumes one lapse in activity at the soil disposal area between the pipeline installation excavation and Headworks 3 facilities excavation phases of the project. If results of either survey are positive during the breeding season, Consultant will prepare an Avoidance Plan as described in Task 3.a above. This scope includes costs associated with one round of revisions in response to one review of the Burrowing Owl Avoidance Plan by the City prior to submission of the Plan to CDFW and up to four (4)

hours of coordination with CDFW. Costs associated with the implementation of avoidance measures required in response to positive results of either survey, are not included in this scope and would be part of a separate scope and budget. Implementation of an avoidance plan and/or the avoidance measures described in MM-BIO-2e would be part of a separate scope and budget.

- d. *CDFW Golden Eagle Avoidance Memorandum and Coordination.* CDFW confirmed that the appropriate approach for golden eagle coordination would be to prepare a memorandum detailing the city's proposed avoidance approach. Consultant shall prepare a CDFW Golden Eagle Avoidance Memorandum. If requested by the agencies and approved by the City, Consultant shall also respond to information requests and coordinate with CDFW during review and revisions to the memorandum; for purposes of estimating level of effort, up to twenty-two (22) hours to support agency review.
- e. *USFWS Coordination.* If requested by the agencies and approved by the City, Consultant shall also prepare additional information (responses to USFWS requests; for purposes of estimating level of effort, up to twelve [12] hours) to support USFWS review.

3. *Golden Eagle Monitoring Surveys for 2021 Construction Season*

- a. Consultant shall conduct Golden Eagle nest monitoring four times during the 2021 breeding season. One (1) Consultant biologist will perform four (4) full-day monitoring surveys once during each of the following stages of breeding:
  - i. Early to mid-incubation (first week of March)
  - ii. Post-hatching (mid to late April)
  - iii. Early fledge (9-10 weeks of age)
  - iv. Late fledge (two weeks following confirmation of fledging)
- b. Consultant shall prepare an annual technical memorandum summarizing the methodology and results of the monitoring survey for the previous breeding season, for submittal to USFWS. The technical memorandum shall be provided within six (6) weeks of the final monitoring survey of the season.

4. *Coordination with Agencies after 2021 Golden Eagle Nesting Season*

- a. If requested by the agencies and approved by the City, Consultant shall also coordinate with the agencies based after the 2021 Golden Eagle Nesting Season to determine appropriate next steps for the 2022 nesting season. For purposes of estimating level of effort, up to twelve (12) hours to support agency review.

5. Golden Eagle Monitoring Surveys for 2022 Construction Season

- a. If requested by the City, Consultant shall conduct Golden Eagle nest monitoring four times during the 2022 breeding season. One (1) Consultant biologist will perform four (4) full-day monitoring surveys once during each of the following stages of breeding:
  - i. Early to mid-incubation (first week of March)
  - ii. Post-hatching (mid to late April)
  - iii. Early fledge (9-10 weeks of age)
  - iv. Late fledge (two weeks following confirmation of fledging)
- b. Consultant shall prepare an annual technical memorandum summarizing the methodology and results of the monitoring survey for the previous breeding season, for submittal to USFWS. The technical memorandum shall be provided within six (6) weeks of the final monitoring survey of the season.

6. Regional Board Permit Post Construction Monitoring Survey and Support

- a. If requested by the City, Consultant shall conduct one (1) post-construction vegetation survey in the Spring after construction across the stormwater drainage channel is complete. One (1) qualified Consultant biologist will establish three monitoring points using either transects or quadrants consistent with the permit conditions. The biologist will measure the total vegetation cover and total wetland vegetation cover at each monitoring point and take photographs at the previously established photopoints. Consultant will then prepare an annual monitoring report that describes the methods, site conditions, monitoring results, success compared to reference areas and success criteria, photographs, and recommendations for corrective action if needed. This task also includes up to eight (8) hours of support to the City related to compliance with the Regional Water Quality Control Board Clean Water Act Section 401 permit. Activities may include providing guidance on seeding/revegetation efforts at the stormwater drainage channel and updating project footprint information in EcoAtlas. Consultant assumes only one (1) post-construction monitoring survey and report would be needed for compliance with permit conditions. Consultant also assumes that the City will provide Consultant with a list of seeded plant species (if Consultant does not advise on seed selection) and that the City shall take pre-project and immediately post-construction photographs at the previously established photopoints.
- b. In response to potential project changes, which include re-excavation and replacement of the 96-inch pipeline across the stormwater channel, Consultant will coordinate with the U.S. Army Corps of Engineers and Regional Water Quality Control Board to confirm whether replacement of the pipeline could be covered under the city's existing environmental permits. Consultant shall prepare draft and revised permit application materials for coverage of the pipeline repairs under Nationwide Permit 58. Consultant anticipates the Corps would not need to conduct any

consultation with other federal agencies, and that no field verification or additional wetland delineation work would be required. Because the pipeline repairs would be very similar to the original pipeline installation, much of the project and site information would be reused from the previous pipeline installation permit application. These materials are anticipated to include:

- i. PCN form
- ii. Project description, pared down to focus on the pipeline repair
- iii. Project plans
- iv. Construction completion report prepared for the regional board (per request from Corps)

7. Additional Environmental Project Management Support

- a. Consultant shall provide additional project management support as needed and requested by the City.
  - i. Assist ESD with coordination among City and/or other consultant staff.
  - ii. Assist ESD with preparation of agendas, minutes, and other meeting materials, and attend meetings on behalf of ESD.
- b. For purposes of budgeting, this task assumes Consultant's PM time of twenty (20) hours.

**B. Deliverables:** Unless otherwise specified by the City, all deliverables shall be delivered in electronic PDF format.

1. Burrowing-Owl Habitat Assessment

- i. 6.1.d Draft and Final Habitat Survey Memo
- ii. 6.1.d Shapefile with location of owl burrows or burrow complexes, if any are found
- iii. 6.1.e Burrowing-Owl Habitat Assessment: Consultant shall provide the City with a map documenting the areas with burrows or burrow complexes that could support burrowing owls.
- iv. 6.1.f Western Burrowing Owl Survey Memorandum: Consultant shall provide the City with the draft Memorandum for review. Consultant shall provide the final Memorandum that incorporates one round of City comments to the City.

2. Raptor, Nesting Bird, and Burrowing Owl, and Golden Eagle Avoidance and Mitigation Measures
  - i. 6.2.b Short memoranda for each nesting and migratory bird survey (4 total)
  - ii. 6.2.d Consultant shall provide the City with the draft CDFW Golden Eagle Avoidance Memorandum for review. Consultant shall provide the final CDFW Golden Eagle Avoidance Memorandum that incorporates one round of City comments to the City for submittal to CDFW.
3. Golden Eagle Monitoring Surveys for 2021 Construction Season
  - i. 6.3.b Golden Eagle Annual Monitoring Technical Memorandum (2021 season): Consultant shall provide the City with the draft Golden Eagle Annual Monitoring Technical Memorandum for review. Consultant shall provide the final Golden Eagle Annual Monitoring Technical Memorandum that incorporates one round of City comments to the City for submittal to USFWS (and CDFW, if requested).
4. Coordination with Agencies after 2021 Golden Eagle Nesting Season
  - i. 6.4.a Meeting minutes
5. Golden Eagle Monitoring Surveys for 2022 Construction Season
  - i. 6.5.b Golden Eagle Annual Monitoring Technical Memorandum: Consultant shall provide the City with the draft Golden Eagle Annual Monitoring Technical Memorandum for review. Consultant shall provide the final Golden Eagle Annual Monitoring Technical Memorandum that incorporates one round of City comments to the City for submittal to USFWS (and CDFW, if requested).
6. Regional Board Permit Post Construction Monitoring Survey and Support
  - i. 6.6.a Draft and final annual monitoring report for Spring monitoring event
  - ii. 6.6.b Pipeline installation permit application for the 96-inch repair
7. Additional Environmental Project Management Support
  - i. 6.7.a Coordination on behalf of ESD with City and other consultant staff.
  - ii. 6.7.a Agendas, minutes, and other meeting materials.

**C. Completion Time**

Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2023.



On or before \_\_\_\_ Business Days from \_\_\_\_\_.

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

This Revised Attachment B is attached to the  First  Second  Third amendment to Approved Service Order No. 5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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

Name: Kapil Verma	Phone No.: (408) 635-4045
Department: Environmental Services	E-mail: <a href="mailto:Kapil.Verma@sanjoseca.gov">Kapil.Verma@sanjoseca.gov</a>
Address: RWF Admin Bldg, 700 Los Esteros	City/State/Zip: San Jose, CA 95134

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract 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
<b><u>Consultant's Contract Manager</u></b>				
Name: Hala Titus	Phone No.: (925) 296-8055	1/24/22		
Address: CDM Smith 2300 Clayton Rd., Suite 950 <u>Concord, CA</u> <u>92520</u>	Email: <a href="mailto:titushz@cdmsmith.com">titushz@cdmsmith.com</a>			
<b><u>Other Staffing</u></b>				
Name:	Assignment:	Email:		
1. Jan Davel	Project Manger	<a href="mailto:daveljl@cdmsmith.com">daveljl@cdmsmith.com</a>	1/17/22	
2. Mark Takemoto	Project Manager	<a href="mailto:takemotomw@cdmsmith.com">takemotomw@cdmsmith.com</a>	1/17/22	

3. Tom Frisher	Client Service Leader	frishertr@cdmsmith.com	2/16/22		
4. Matthew Smith	Construction Management Lead	Smithmr@cdmsmith.com	1/17/22		
5. Ed Fernbach	Process Mechanical Lead	Fernbachej@cdmsmith.com	1/26/22		
6. Monica Cha	Project Controls	cham@cdmsmith.com	3/9/22		
7. John Gallegos	Construction Management Advisor	gallegosjn@cdmsmith.com	2/22/22		
8. Carla Duncan	Resident Engineer	duncancs@cdmsmith.com	1/14/22		
9. Cameron Neghabat	Resident Engineer	NeghabatC@cdmsmith.com	11/9/22		

**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's Name</u>	<u>Area of Work</u>
1. Environmental Science Associates (ESA)	Environmental Permitting and Monitoring
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. **Consultant Staff Designation:** Pursuant to Exhibit B of the Agreement, the following Consultant Staff are designated as Onsite Staff for the purposes of determining the applicable Multiplier under this SO. All staff not listed below are Offsite Staff for this SO:

<b><u>Name</u></b>	<b><u>Designation</u></b>
1. Matt Smith	Onsite
2. Carla Duncan	Onsite
3. Cameron Neghabat	Onsite

6. **Leased Apartments:** Pursuant to Exhibit B, Section 3.1 of the Agreement, the maximum allowable compensation for a leased apartment will be \$3,870 per month under this SO. The following Consultant staff are eligible for leased apartments:

<b><u>Name</u></b>
1. Matt Smith

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

This Revised Attachment C is an attachment to the  First  Second  Third amendment to Approved Service Order No.5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task No. 1: Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$525,580	\$0	\$10,058	\$0	\$535,638
Task No. 2: Construction Management Oversight	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$1,491,967	\$0	\$81,570	\$0	\$1,573,537
Task No. 3: Project Controls Oversight	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$1,338,446	\$0	\$60,023	\$0	\$1,398,469
Task No. 4: Testing, Start-Up and Commissioning Oversight	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$18,364	\$0	\$0	\$0	\$18,364
Task No. 5: Engineering Services During Construction	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$740,753	\$0	\$18,193	\$0	\$758,946
Task No. 6: Environmental Permitting and Monitoring	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$0	\$0	\$0	\$98,554	\$98,554
<b>Maximum Compensation</b>		<b>\$4,115,110</b>	<b>\$0</b>	<b>\$169,844</b>	<b>\$98,554</b>	<b>\$4,383,508</b>