

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

1a. CPMS Contract No.: 7995 1b. Master Agreement AC No.: 27586

2. First Second Third Fourth Amendment to Approved Service Order No. 8

3. Consultant's Name: Brown and Caldwell ("Consultant")

Project Name: Biosolids Disposition Procurement, Environmental Review, and Testing Support ("Project")

Amendment Description: The second amendment to Service Order No. 8 extends the completion date for Task No. 1 (Project Management), Task No. 2 (Procurement Support), and Task No. 3 (Environmental Review Support), and updates procurement-related sub-tasks.

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 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.

6. **Consultant Approval:**  Date: Nov 4, 2021
Jeff Kivett (Nov 4, 2021 14:24 PDT)

7. Approval as to Form (City Attorney):

Approved Service Order Amendment Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of service order amendment form are not altered.)

Approved as to Form:

(Sr.) Dept. City Attorney:  Date: Nov 4, 2021

8. **City Director Approval:**  Date: Nov 5, 2021
Napp Fukuda (Nov 5, 2021 10:01 PDT)

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 8 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

The original Attachment A, including any exhibits thereto, is deleted in its entirety and replaced by the following.

General Description of Project for which Consultant will Provide Services: The RWF currently uses open air lagoons and drying beds to further stabilize and dry digested biosolids resulting from the wastewater treatment process. This operation is very land intensive, using more than 800 acres, and has the potential to generate odors. The Plant Master Plan, adopted by San José City Council in November 2013 and by Santa Clara City Council in December 2013, recommended a new comprehensive biosolids management program that would use an enclosed mechanical dewatering facility with the resulting biosolids being hauled off-site for further processing and/or beneficial reuse.

In 2013, the City retained Consultant to initiate an in-depth study and implementation strategy for the biosolids transition, including conducting a Request for Information (“RFI”) process to assess private interest in providing processing or disposition facilities (e.g., using existing facilities, expanding and/or constructing new facilities), for the large volume of biosolids generated by the RWF. Consultant completed the market assessment and overall Biosolids Transition Strategy in 2014.

The City retained Consultant again in 2019 to refine the assessment of the current and future market serving the Bay Area for biosolids transportation and disposition services. Consultant identified disposition service providers with available capacities for hauling, treatment or use; and gathered pricing and contract terms from those service providers and from other government agencies in the Bay Area. Based on that information, Consultant developed a procurement strategy and implementation plan. The plan consisted of short-term and long-term strategies. As part of the short-term strategy, Consultant recommended procuring two or three short-term contracts for off-site disposition services and pursuing an exemption from Senate Bill (“SB”) 1383 regulations for material from the RWF’s lagoons and drying beds.

The objectives of this Service Order (“SO”) is for Consultant to support the City throughout the procurement and environmental review process for short-term disposition service contracts to manage the RWF’s mechanically dewatered biosolids. Consultant shall also assist the City determine the disposition of the biosolids remaining in the RWF’s active lagoons and drying beds upon the operational start of the mechanical dewatering facility by gathering information for an exemption request to the Department of Resources Recycling and Recovery (“CalRecycle”) from SB 1383 regulations.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: Procurement Support
- Task No. 3: Environmental Review Support
- Task No. 4: Biochemical Methane Potential Testing

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 manage the quality of deliverables.

Consultant shall use the document management systems used by the Capital Improvement Program ("CIP") at the RWF. The systems include a Microsoft SharePoint site referred to as the CIP Portal.

The deliverables submitted by Consultant shall follow and 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:

- Meeting Agenda;
- Meeting Minutes;
- Quality Management Certification;
- Quality Review Form;
- Technical Memorandum ("TM"); and
- 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, contract personnel, 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. Project Schedule: Consultant shall prepare and maintain a Project schedule. The schedule shall adopt a work breakdown structure that reflects the Project scope and that is based on City Business Days for activity durations (i.e., start and finish dates) a baseline to track actual progress to date and anticipated future performance. No changes shall be made to the baseline without approval from the City's Contract Manager. As appropriate, Consultant shall summarize significant changes in the updated schedule from the previous submitted schedule and propose corrective actions to mitigate negative variances (i.e., delays) to the baseline as soon as they are identified. Consultant shall update the schedule on a monthly basis and submit the updated schedule with the summary of significant changes and proposed corrective actions along with Monthly Progress Reports.
4. Progress Meetings: Consultant shall organize and facilitate biweekly teleconference meetings to discuss the Project's progress and any other issues as needed. Biweekly meetings shall be held unless otherwise determined by the City. Topics discussed shall be determined in collaboration with the City. Consultant shall prepare an agenda and materials in advance, and shall capture action items resulting from each progress meeting.

5. **Additional Meetings:** Consultant shall participate in other meetings related to the biosolids transition if requested by the City's Contract Manager. These may be teleconference or in-person meetings with City executive staff, representatives of the RWF's tributary agencies such as the Treatment Plant Advisory Committee ("TPAC"), San José City Council, and/or others. Consultant may be asked to prepare agendas and materials in advance of each meeting, and minutes following each meeting.
6. **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 thirty (30) days for some reason beyond their control).
7. **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.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. Schedule:
 - a. The initial schedule shall be provided as a PDF file within twenty (20) Business Days from the issuance of the NTP.
 - b. Updated schedules, including summaries of significant changes and proposed corrective actions, shall be provided as a PDF file submitted along with Monthly Progress Reports.
2. Progress meeting agenda, materials (e.g., handouts and presentation), and action items:
 - a. The agenda and materials shall be provided in an electronic editable file format no later than the start of the meeting.
 - b. A running list capturing all action items and the status of each shall be provided in an electronic editable file format no later than one (1) Business Day after the meeting.
3. Additional meeting agendas, materials, and minutes as request by City.
 - a. The draft agenda and materials shall be provided in an electronic editable file format at least five (5) Business Days in advance of the meeting date. Consultant shall allow City three (3) Business Days to review, compile, and provide comments.
 - b. The final agenda and materials addressing City comments shall be provided as electronic editable files and as PDF files no less than one (1) Business Day before the meeting.
 - c. Draft minutes shall be provided in an electronic editable file format within five (5) Business Days after the meeting. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
 - d. Final minutes addressing City comments shall be provided as an electronic editable file

and as a PDF file within three (3) Business Days after receipt of City comments.

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: August 31, 2022.
- On or before ____ Business Days from _____.

Task No. 2: Procurement Support

A. Services: Consultant shall support the City throughout the procurement process for off-site biosolids disposition services.

1. **Packet Preparation:** Consultant shall prepare a Request for Proposals (“RFP”) packet that includes a scope of services that addresses the RWF’s needs, minimum qualifications, evaluation criteria, a proposer questionnaire and cost form. The packet shall incorporate information gathered during Consultant’s 2019 market assessment and procurement strategy work unless reconsideration of certain guidance in that work is warranted based on more recent market information and/or decisions regarding design and operation of the dewatering facility. The RFP packet’s components shall be prepared in accordance with the City’s procurement requirements. Consultant shall participate in meetings with procurement staff via teleconference if requested by the City’s Contract Manager. Consultant shall prepare an original draft, up to three (3) revised drafts, and a final RFP packet. Drafting of each packet component may occur independently.
2. **Agreement Review:** Consultant shall assist with the review of the up to five (5) drafts of the draft service agreement to be issued with the RFP. Consultant may suggest modifications based on experience, industry standards, best management practices, and beneficial contract terms previously gathered for the City.
3. **Greenhouse Gas Emission Estimates:** Consultant shall develop greenhouse gas emission estimates for off-site biosolids disposition. Those emissions shall be compared to emission estimates for the RWF’s current biosolids management practice of landfilling and emission estimates for a potential on-site facility that further processes the RWF’s dewatered biosolids. Consultant’s estimates shall be documented in a technical memorandum that describes how the estimates were calculated. Consultant shall prepare a draft TM for City review and shall prepare a final TM addressing City comments.
4. **Memo Review:** Consultant shall review a draft Council memorandum prepared by the City’s Contract Manager that describes how the procurement of short-term contracts for off-site disposition services is part of a larger/longer strategy for managing the RWF’s dewatered biosolids. Consultant shall make comments and tracked changes on draft memorandum.
5. **Market Outreach Support:** Consultant shall support the City with outreach activities to potential service providers prior to the advertisement of the RFP. Outreach activities may include

development of contact lists, participation in phone calls and meetings, and development and/or review of informational materials.

6. **Responses/Addenda**: Consultant shall assist the City answer questions from prospective service providers. Consultant shall prepare addenda as directed by City.
7. **Proposal Review**: After the RFP advertisement period ends, Consultant shall assist the evaluation panel and the City's Procurement Manager with the technical and cost review of proposals submitted by prospective service providers, respectively. Consultant shall conduct an economic analysis and calculate greenhouse gas emissions based on information provided by proposers to support the evaluation of proposals and the City's determination of the most advantageous allocation of biosolids amongst proposers. Consultant shall participate in meetings with the evaluation panel via teleconference and attend interviews with prospective service providers if requested by the City's Contract Manager.
8. **Negotiations**: Consultant shall advise the City during negotiations with prospective service providers if requested by the City's Contract Manager. City may seek technical advice or assistance determining how other agencies have dealt with similar issues.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. Drafts of RFP packet components shall be provided as electronic editable files as directed by City.
2. Marked up drafts of the service agreement shall be provided as electronic editable files as directed by City.
3. Greenhouse Gas Emissions TM:
 - a. Draft TM shall be provided in an electronic editable file format as directed by City. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
 - b. Final TM addressing City comments provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.
 - c. A completed Quality Management Certification shall be submitted along with the final TM.
4. Marked up draft memorandum on the RWF's dewatered biosolids management strategy as directed by City.
5. Responses and, as necessary, addenda that address questions from prospective service providers shall be provided in electronic editable files as directed by City.
6. Results of economic analysis and greenhouse gas emission calculations.

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: August 31, 2022.

On or before ____ Business Days from _____.

Task No. 3: Environmental Review Support

A. Services: Consultant shall support the City throughout the California Environmental Quality Act (“CEQA”) review process for the proposed biosolids disposition service contracts. The necessary environmental review documents will be prepared by a different consultant under a separate contract; however, Consultant will be asked to provide input based on Consultant’s 2019 market assessment and procurement strategy work.

1. Respond to RFIs: Consultant shall assist City with responding to RFIs regarding the short-term contracts for off-site disposition services.
2. Project Description: Consultant shall assist City’s review of the project description prepared for the short-term contracts for off-site disposition services. The project description may be in the form of draft chapters/sections of the CEQA document.
3. CEQA Document Review: Consultant shall assist with the review of drafts (e.g., administrative draft and screencheck draft) of the documents prepared to comply with CEQA documentation if requested by the City’s Contract Manager.
4. Meetings: Consultant shall participate in meetings with the environmental consultant and/or City’s Planning Division via teleconference if requested by the City’s Contract Manager. Consultant shall capture action items resulting these meetings and follow-up on those assigned to Consultant.

B. Deliverables: Consultant shall provide the following documents to the City’s Contract Manager.

1. Responses to requests for information as electronic editable files as directed by City.
2. Marked up draft chapters/sections as electronic editable files as directed by City.
3. Marked up draft CEQA documents as electronic editable files as directed by City.

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: August 31, 2022.
- On or before ____ Business Days from _____.

Task No. 4: Biochemical Methane Potential Testing

A. Services: Consultant shall conduct laboratory tests to estimate the methane producing potential of solids at various points in the RWF’s solids stream treatment process, specifically: 1) pre-digestion; 2) post-digestion; and 3) post-lagoon stabilization/from dry beds. Two (2) samples shall be collected

and tested for pre-digestion—one of primary sludge and one of thickened waste activated sludge. Sampling shall occur in the late summer/early fall of 2020 to coincide with the time that the City empties the drying beds and hauls material to Newby Island Landfill.

Prior to collecting samples, Consultant shall prepare a TM describing the sampling plan. A safety plan shall be included as an appendix to the sampling plan. The plan shall summarize where the samples will be taken (i.e., where in the treatment process and physical location including depths, if applicable), time of sampling, required process shut-downs (if any), sampling equipment/tools, amount/quantity of samples needed, and who will collect the samples. After testing the samples, Consultant shall prepare a TM summarizing and evaluating the test results, and extrapolating that information to estimate the potential methane emissions that would result from continuing to landfill the biosolids remaining in the RWF's active lagoons and drying beds upon the operational start of the mechanical dewatering facility. The TM shall also describe the test protocols, procedures, and methods used.

Consultant shall have both TMs reviewed by qualified, independent reviewers for technical correctness and completeness, and for readability. Consultant shall submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each deliverable.

Comments from the City's review of the TMs 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 final version of the deliverable, and then submit a Quality Review Form with responses to the City's comments.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager.

1. Sampling Plan TM:

- a. Draft TM shall be provided in an electronic editable file format and a PDF file no less than twenty (20) Business Days before start of sampling. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
- b. Final TM and Quality Review Form addressing City comments provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.
- c. A completed Quality Management Certification shall be submitted along with the draft and final TM.

2. Test Results TM:

- a. Draft TM shall be provided in an electronic editable file format no later than twenty (20) Business Days after completion of sampling. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
- b. Final TM and Quality Review Form addressing City comments provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.
- c. A completed Quality Management Certification shall be submitted along with the draft and final TM.

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: June 30, 2021.

On or before ____ Business Days from _____.


Brown and Caldwell Service Order 8 Second Amendment Biosolids

Final Audit Report


2021-11-05

Created:	2021-11-03
By:	Cristina Morales (CRISTINA.MORALES@SANJOSECA.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8EABlZJX0-FmukzFxtbAIVM4WzfpPHU_

"Brown and Caldwell Service Order 8 Second Amendment Biosolids" History

 Document created by Cristina Morales (CRISTINA.MORALES@SANJOSECA.GOV)

2021-11-03 - 10:51:42 PM GMT- IP address: 165.225.242.125

 Document emailed to Jeff Kivett (jkivett@brwncauld.com) for signature


2021-11-03 - 10:52:47 PM GMT

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2021-11-04 - 9:56:37 PM GMT- IP address: 104.47.65.254

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2021-11-05 - 5:00:37 PM GMT- IP address: 104.47.65.254

 Document e-signed by Napp Fukuda (napp.fukuda@sanjoseca.gov)

Signature Date: 2021-11-05 - 5:01:22 PM GMT - Time Source: server- IP address: 156.39.0.199

 Agreement completed.

2021-11-05 - 5:01:22 PM GMT

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 661293-028

Contractor: Brown and Caldwell

Address: 701 Pike Street, Suite 1200, Seattle, WA 98101-2310

Phone: (206) 749-2321

Email: ptangora@brwncald.com

Contract Description: Second Amendment to Service Order 9 - Biosolids Disposition Procurement, Environmental Review, and Testing Support

Term Start Date: 08/17/2020 Term End Date: 08/31/2022 Extension: Yes

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$326,531.00 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.: 6454721210

Expiration Date: 05/15/2022

Department: ESD (76)

Department Contact: Nora Cibrian / 635-4011

Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date