

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

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

2.  First  Second  Third  Fourth Amendment to Approved Service Order No. 10

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

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Project Name: Record Drawing Services for the Digester and Thickener Facilities Upgrade Project ("Project")

Amendment Description: This Amendment to Service Order No. 10 extends the completion date for all tasks.

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**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.

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6. **Consultant Approval:** Jeffrey R Kivett Date: Jun 2, 2022  
Jeffrey R Kivett (Jun 2, 2022 06:22 PDT)

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:**

(Sr.) Dept. City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

8. **City Director Approval:** Napp Fukuda Date: Jun 2, 2022  
Napp Fukuda (Jun 2, 2022 09:59 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. 10 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

**General Description of Project for which Consultant will Provide Services:**

The Project at the RWF includes these key construction elements: rehabilitation of four digesters to operate as a Temperature-Phased Anaerobic Digestion (“TPAD”), six (6) Dissolved Air Flotation Thickener (“DAFT”) units to operate as co-thickening units, a new primary sludge screening facility, two (2) new electrical buildings and associated electrical equipment, an external elevated gas piping system and gas flare system, and miscellaneous civil works. Construction for this project started in August 2016 with a projected substantial completion in October 2021.

The objective of the Service Order No. 10 ("SO") is for the Consultant to produce record engineering drawings (as-built drawings) for the Project.

This Service Order consists of the following tasks.

- Task No. 1:      Project Management
- Task No. 2:      Project As-Built Drawings

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**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 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 monthly 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.

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.

4. Progress Meetings: Consultant shall organize and facilitate monthly meetings to discuss the Project's progress and any other issues as needed. Meetings shall be held unless otherwise determined by the City. Topics discussed at the meetings shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the meetings and shall prepare meeting minutes following each meeting.
5. 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).
6. 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. A Quality Review Form with Consultant's responses to the City's comments shall be submitted within five (5) Business Days after receipt of City comments on the draft deliverable.
2. Meeting agendas and materials (e.g., handouts and presentation):
  - a. The draft agenda and materials shall be provided in an electronic editable file format 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 later than two (2) Business Days before the meeting. Consultant shall also provide sufficient printed copies of the final agenda and any handouts for meeting attendees.
3. Meeting minutes:
  - a. 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.
  - b. 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: September 30, 2022.

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

**Task No. 2: Project As-Built Drawings**

A. **Services:** Contractor shall maintain a current set of record drawings in compliance with Specification Section 01 33 23. Following substantial completion of the construction work, City shall provide Consultant with the Contractor's record drawings and Consultant shall prepare one (1) set of full-sized reproducible as-built drawings based on the Contractor's record drawings.

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

1. Engineering Record Drawings (a.k.a. 'As Built') provided as two (2) printed bound sets of full-sized ( 22"x34") drawings, five (5) printed bound sets of half-sized (11" x 17") drawings reflecting "red-lines provided by contractor and the City, one (1) electronically editable in AutoCAD 2016 or latest version and one (1) 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: September 30, 2022.

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

# 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 -035

Contractor: Brown and Caldwell

Address: 201 North Civic Drive, Suite 300, Walnut Creek, CA 94596

Phone: (925) 210-2295

Email: mnakamoto@brwncald.com

Contract Description: First Amendment to Service Order 10 - Record Drawing Services for the Digester and Thickener Facilities Upgrade Project

Term Start Date: 11/01/2021 Term End Date: 09/30/2022 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: \$325,000.00 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: Alicia Alba / 635-4003

Customer (Finance Only): \_\_\_\_\_

Notes:



Department Director Signature: \_\_\_\_\_ Date

Office of the City Manager Signature: \_\_\_\_\_ Date