

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

1a. CPMS Contract No.: 8001 1b. Master Agreement AC No.: 27753

2. First Second Third Fourth Amendment to Approved Service Order No. 3

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

Project Name: Blower Improvements Engineering Services During Construction ("Project")

Amendment Description: This amendment increases compensation and updates information for Task No. 2 (Engineering Services During Construction) and Task No. 3 (Inspection/Start-up & Commissioning Assistance) and updates the City's Contract Manager listed in Attachment B.

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:** Jeffrey R Kivett Nov 22, 2021
Jeffrey R Kivett (Nov 22, 2021 14:19 PST) Date: _____

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 24, 2021

8. **City Director Approval:** Napp Fukuda Nov 30, 2021
Napp Fukuda (Nov 30, 2021 08:58 PST) Date: _____

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

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 3 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$ 1,110,545.00 to \$ 1,269,800.00.

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

a.	Current unencumbered amount in Master Agreement:	\$	159,256.41
b.	Service Order Compensation for this Approved Service Order Amendment:	\$	159,255.00
c.	New unencumbered balance in Master Agreement:	\$	1.41
d.	<p>Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maximum service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.</p> <p>Fund: <u> 512 </u> Appn: <u> 7677 </u> RC: <u> 185195 </u> Amount: \$ <u> 159,255.00 </u></p> <p>Division Analyst Approval: <u> Mary Crippen </u> Date: <u> Nov 22, 2021 </u></p> <p>Authorized Signature: <u> Harpal Singh </u> Date: <u> Nov 24, 2021 </u></p> <p style="font-size: small; margin-left: 20px;">Harpal Singh (Nov 24, 2021 15:24 PST)</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. 3 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

General Description of Project for which Consultant will Provide Services:

The RWF secondary treatment process consists of two (2) separate biological nutrient removal (BNR) treatment systems, BNR1 and BNR2. Process air to BNR1 is supplied by six (6) engine driven blowers and three (3) electric driven blowers. Process air to BNR2 is supplied by five (5) electric driven blowers. The existing blowers are located throughout the RWF in three separate buildings: the Blower and Generator Building (Building 40); the Secondary Blower Building (SBB); and the Tertiary Blower Building (TBB).

The work for the Blower Improvements Project (Project) includes the replacement of the internal combustion engines with electric motors. The Project also includes switchgear and motor control center modifications, instrumentation and control enhancements, mechanical modifications to the process piping, and rehabilitation of structural, architectural and civil components of the buildings. As part of the Project the four (4) SBB blowers will be decommissioned and demolished. The preliminary construction schedule estimates a substantial completion in March 2022.

The objective of this Service Order No. 3 ("SO") is to have the Consultant provide engineering services during construction, start-up, and commissioning of the Project.

This SO consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Engineering Services During Construction
- Task No. 3: Inspection/Start-Up and Commissioning Assistance

The Consultant shall be required to coordinate with other CIP projects and use City-provided templates and CIP Design Guidelines where applicable.

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 include 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 these templates and guidelines no later than ten (10) Business Days following the pre-construction meeting. The templates currently available include the following:

- Meeting Agenda;
- Meeting Minutes;
- Project Decision Log ("PDL");
- Project Quality Plan;
- Quality Management Certification;
- Quality Review Form;
- Technical Memorandum;
- Technical Report;

Consultant shall perform the following project management activities.

1. Daily Oversight: Consultant shall oversee 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 should be coordinated with other CIP projects currently underway to avoid duplication, confusion, or conflicts.
3. Teleconferences: Consultant shall participate in 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 update 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 but will require updates if in the City's opinion the scope of work changes substantially.
5. Health and Safety Plan: Consultant shall update and submit the Health and Safety Plan ("HASP") for the Construction phase that was developed and approved in the Design phase for the portion of Consultant's work that will involve field work, assessments, or investigations of certain Project elements. The HASP shall describe Consultant's confined space entry program and how Consultant plans to complete field work, assessments, or investigations at

the RWF. The HASP shall be updated as new conditions are encountered.

6. Quality Management: Consultant shall update and implement the Project-specific Quality Management Plan (“QMP”) that was developed and approved during the Design phase to support the execution of the work required by this SO. The updated QMP shall describe Consultant’s overall quality management process, identify the quality reviewers and the review levels associated with each Project milestone and deliverable.
 - a. The quality management efforts that shall be addressed by Consultant in the QMP include:
 - o Coordinating work products, milestones, and staff assigned for review activities;
 - o Conducting milestone technical and readability reviews for deliverables;
 - o 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, completeness, and proofread by a technical writer for readability prior to the submittal of the deliverable to the City.
 - c. Consultant’s review of draft and final deliverables shall be recorded by submission of a Quality Review Form. The completed Quality Review Form shall document the quality review process applied for that deliverable and summarize the comments addressed during the review. Consultant shall also submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each deliverable.
7. Pre-construction meeting: Consultant shall participate in a pre-construction meeting led by the City’s Construction Management team with City staff, and General Contractor (GC) staff. Consultant’s PM and the appropriate Project team members shall attend the pre-construction meeting.
8. Monthly Progress Reports: Consultant shall prepare and submit a monthly progress report within five (5) Business Days from the last calendar day of the reporting 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, an estimate of the total labor hours and the costs incurred during the reporting month. 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). The Consultant shall monitor the SO expenditures on a monthly basis and develop a forecast of expenditures until the end of project. During this exercise, if the Consultant anticipates exceedance of any portion of the SO budget, then the Consultant shall develop a plan, subject to the City’s approval, to mitigate the risk.
9. Monthly Invoices: Consultant shall prepare and submit invoices on a monthly basis. 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. PWP:

- a. A draft plan shall be provided in an electronic editable file format within ten (10) Business Days from issuance of Notice to Proceed ("NTP"). Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
- b. The final plan 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.

2. HASP:

- a. A draft plan shall be provided in an electronic editable file format at least twenty (20) Business Days prior to first scheduled field work, assessment, or investigation. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
- b. The final plan addressing City comments shall be provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.
- c. Updated plans shall be provided, as new conditions are encountered and/or as requested by the City.

3. QMP:

- a. A draft plan 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 plan 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. The final QMP can be included in the final PWP.

4. Monthly progress reports shall be provided as an electronic editable file and as a PDF file.

5. Monthly invoices shall be provided as one (1) printed document and PDF file.

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

On or before the following date: June 30, 2022

On or before ____ Business Days from _____.

Task No. 2: Engineering Services During Construction

A. Services: Consultant shall provide engineering services during construction of the Project. Where labor hours are included for a particular sub-task, Consultant shall be required to perform the services on an actual time/cost basis up to the total number of labor hours specified. Additional levels of effort for a particular sub-task above the allocated total labor hours will require an amendment to this SO or a reallocation of task budgets. Services provided by Consultant shall include the following:

1. Review the As-Planned construction schedule submitted by the contractor and comment on the procedures, methods and sequence of work that may have conflict with operation. Review of construction schedules updated during construction are not included.
2. Review and respond to requests for information (RFIs) from the contractor forwarded by the City. In responding to the RFIs, Consultant shall issue interpretations and clarifications to the contract documents. Consultant shall perform these services up to 1270 total labor hours.
3. Review all shop drawings and other submittals from contractor forwarded by the City for compliance with the design requirements and design documents. Submittals shall be reviewed and marked-up in accordance with the contract documents. Marked-up submittals will be returned to City for processing and distribution to contractor and other parties. Consultant shall perform these services up to 1440 total labor hours.
4. Prepare design clarifications to further detail and/or change the intent of the contract documents, as well as advise City on any impact thereof to the Project. In preparing the design clarification, Consultant shall issue revised specifications, drawings, and/or sketches, if necessary, to clarify and/or change the intent of the contract documents. Consultant shall indicate if the revisions represent a cost impact to the Construction Contract. Consultant shall perform these services up to 340 total labor hours.
5. Perform site visits (approximately one (1) per month) as required by construction to become familiar with and to keep City informed about the progress of the work completed and to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the contract documents. Consultant shall perform these services up to 288 total labor hours
6. Review manufacturer's Operations and Maintenance (O&M) Manuals provided by the contractor. Consultant shall perform these services up to 60 total labor hours.
7. Contractor shall maintain a current set of marked-up contract documents detailing field changes. Consultant shall keep track of record drawings. Following contract closeout, Consultant shall prepare one (1) set of full-sized reproducible set of record drawings reflecting field changes noted by the contractor and City.

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

1. Inspection reports as needed and directed by City for each site visit. Each report shall be provided as one (1) PDF file within one (1) Business Day from the date of site visit.
2. RFI responses as needed and directed by City. Each response shall be provided as one (1)

electronic editable file and as one (1) PDF file within three (3) Business Days from the date directed by City.

3. Design clarifications and revised specifications, drawings, and/or sketches as required and directed by City. Each clarification shall be provided as one (1) electronic editable file and as one (1) PDF file within five (5) Business Days from the date directed by City.
4. Marked-up shop drawings, change order requests, substitution requests, schedules, and other submittals as needed and directed by City. Each mark-up shall be provided as one (1) electronic editable file and as one (1) PDF file within five (5) Business Days from the date directed by City.
5. Record drawings –one (1) full size copy, one (1) electronic PDF file and one (1) CAD file

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

- On or before the following date: June 30, 2022.
- On or before ____ Business Days from _____.

Task 3 – Inspection/Start-Up and Commissioning Assistance

A. Services: Consultant shall provide engineering services during the Inspection/Start-up and Commissioning Phase of the Project before final acceptance. Services provided by Consultant shall include the following:

1. Consultant shall perform five (5) specialty inspection site visits in any of the following discipline areas: civil, structural, mechanical, electrical and instrumentation.
2. Consultant shall witness functional tests, including equipment installation, instrument calibration, control loop, DCS and mechanical verifications.
3. Consultant shall provide three (3) weeks start-up assistance to City during multiple event start-up of the new facilities. Consultant's Operations Specialists shall be available to review contractor's proposed start-up plan and schedules, resolve, startup and process setting adjustment issues and provide general consultation regarding equipment installation issues.
4. Consultant shall review the proposed commissioning plans and schedule submitted by the Contractor.
5. Consultant shall provide assistance to City during contractor's multiple event commissioning (testing and performance testing). This task assumes two Consultant team members for five (5) weeks total.
6. Consultant shall assist City in performing a final Project "walk-through" inspection in preparing a final punch list of outstanding items to be completed by the contractor to achieve final acceptance. This task assumes two (2) Consultant team members for three (3) multi day site visits.

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. 3 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 Department	E-mail: kapil.verma@sanjoseca.gov
Address: 700 Los Esteros, 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
<u>Consultant's Contract Manager</u>				
Name: Joey Cheng	Phone No.: (408)703-2538		X	
Address: 75 E. Santa Clara Street, Suite 375, San Jose, CA 95131	E-mail: JCheng@brwncald.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1. Arthur Molseed	Mechanical Lead	1/14/21		
2. Matthew Pagendarm	Electrical Lead	1/14/21		
3. David White	Instrumentation & Controls Lead			X

3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. MWA	Architecture
2. JenTech, Inc.	Blowers System Technical Expert Advisor
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. **Travel Expenses:** Travel expenses, including airfare, lodging, ground transportation, per diem, parking, mileage and other travel-related costs, will be reimbursable for Work covered by this Approved Service Order in accordance with the Master Consultant Agreement; provided, however, that the travel expenses are necessary for Consultant's performance of the Work, and the resident office of the personnel for which Consultant seeks travel reimbursement is located more than sixty (60) miles from the San José-Santa Clara Regional Wastewater Facility.

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. 3 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 1 Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$123,210	\$0	\$0	\$0	\$123,210
Task 2 Engineering Services During Construction	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$807,227	\$0	\$2,800	\$26,250	\$836,277
Task 3 Inspection/Start-Up and Commissioning Assistance	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$294,132	\$0	\$16,181	\$0	\$310,313
Maximum Compensation		\$1,224,569	\$0	\$18,981	\$26,250	\$1,269,800

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 # 661389-010

Contractor: Brown and Caldwell

Address: 75 E. Santa Clara St., Suite 375, San Jose, CA 95131

Phone: (408) 703-2538

Email: jcheng@brwncald.com

Contract Description: First Amendment to Service Order 3 - Blower Improvements Engineering Services During Construction

Term Start Date: 01/22/19 Term End Date: 06/30/22 Extension: No

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

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

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$1,110,545.00 Amount of Increase/Decrease: \$159,255.00

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: \$1,269,800.00

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 6454721210

Expiration Date: 05/15/22

Department: ESD (76)

Department Contact: Kapil Verma / 635-4045

Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date