

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

1a. CPMS Contract No.: 7758 1b. Master Agreement AC No.: 28019

2. First Second Third Fourth Amendment to Approved Service Order No. 4

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

Project Name: Project Management Services for the Digested Sludge Dewatering Facility ("Project")

Amendment Description: This first amendment to Service Order No. 4 increases compensation for Task No. 1 (Project Management), clarifies that some deliverables in Exhibit 1 are provided by others, and extends the completion date for all services.

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:** Jeff Kivett Date: Oct 27, 2021
Jeff Kivett (Oct 27, 2021 11:46 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: EA Date: Oct 27, 2021

8. **City Director Approval:** Napp Fukuda Date: Oct 28, 2021
Napp Fukuda (Oct 28, 2021 14:55 PDT)

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. 4 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 \$ 369,513.00 to \$ 761,558.00.

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

a.	Current unencumbered amount in Master Agreement:	\$	3,395,200.08
b.	Service Order Compensation for this Approved Service Order Amendment:	\$	392,045.00
c.	New unencumbered balance in Master Agreement:	\$	3,003,155.08
d.	Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maximum service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.		
	Fund: <u>512</u>	Appn: <u>7452</u>	RC: <u>181265</u> Amount: \$ <u>392,045.00</u>
	Division Analyst Approval: <u>Mary Crippen</u>		Date: <u>Oct 27, 2021</u>
	Authorized Signature: <u>Harpal Singh</u>		Date: <u>Oct 27, 2021</u>
			<small>Harpal Singh (Oct 27, 2021 11:57 PDT)</small>

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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 Project will construct a new facility to mechanically dewater 100% of the digested sludge at the San José-Santa Clara Regional Wastewater Facility ("RWF"). The Project includes new sludge storage tanks, a sludge pump station, sludge and centrate return piping, centrifuges, pumps, and chemical dosing. The Project will enable the City to transition from the current open lagoons and drying bed process to an enclosed, mechanical treatment system with the resulting dewatered biosolids hauled off-site.

The objective of this Service Order ("SO") is for Consultant to provide Project Manager services for the Project. Consultant's Project Manager shall be responsible for the development and management of the Project scope, budget, and schedule in accordance with City policies, procedures, processes, and Capital Improvement Program Documents.

Task 1. Project Management

- A. Services:** Consultant shall provide project management services on a continuous time and material basis to assist City with delivery of the Project. Consultant's staff assigned to the Project Manager role shall perform the duties needed for the Project as described in Appendix A of the Program Execution Plan ("PEP") and as additionally described in this SO, which includes, but is not limited to the following: It is noted that duties describe below and in Exhibit 1 are a comprehensive list of duties and not all duties will be required for the project. Consultant will perform duties consistent with the needs of the project and as directed by the City.
1. Develop, update, and provide overall management of the Project scope, schedule, and budget.
 2. Support City in the development of third-party design, design-build, and/or other specialty consultant scopes of work; preparation of procurement documents such as Request for Expressions of Interest ("RFEIs"), Request for Qualifications ("RFQs"), and Request for Proposals ("RFPs"); evaluation of Statement of Qualifications ("SOQs").
 3. Support City in negotiating, preparing, and executing third-party consultant contracts, service orders, and amendments.
 4. Evaluate and recommend a preferred delivery method for Project. If design-build is selected by City, prepare an informational memoranda for City's approval.
 5. Support City in the day-to-day management and review of third-party consultants'

contracted scope of work, performance, deliverables, and invoices.

6. Coordinate and provide technical review of design submittals including but not limited to feasibility studies, condition assessment reports, engineering calculations, conceptual design reports, 30-60-90-100% design documents (scope, schedule, cost estimates).
7. Work with City's Planning Department and Program's Environmental Team to obtain appropriate California Environmental Quality Act ("CEQA") clearance and biological permits.
8. Evaluate wastewater technology and equipment selection and recommendations.
9. Utilize City and program project delivery tools and standard practices in the day-to-day management of Project (e.g., monthly expenditure reports, decision logs, risk registers, stage gates, etc. as defined in the PEP, Project Delivery Model ("PDM"), and/or CIP Portal).
10. Prepare the final Project bid package and plans & specifications advertisement recommendation memo for City's approval and bidding.
11. Develop working knowledge of City's Capital Program Management System ("CPMS") and BidSync systems.
12. Evaluate and prepare responses to Request for Information ("RFIs"), preparing written Addenda(s), attending bid openings, evaluating bid packages, and performing contractor reference checks.
13. Evaluate and prepare responses to bid protest(s).
14. Prepare bid and award recommendation memos for City's approval.
15. Attend Treatment Plant Technical Advisory Committee ("TAC") meetings, Treatment Plant Advisory Committee ("TPAC") meetings, Transportation and Environment Committee ("T&E") meetings, and/or City Council meetings in support of Project recommendations, as requested by City.
16. Support City in the development of third-party construction management and/or other specialty services (e.g. specialty inspections, systems integration, start-up and commissioning, etc.) scopes of work; preparation of procurement documents such as RFEIs, RFQs, and RFPs; evaluation of SOQs, as applicable
17. Support City in negotiating, preparing, and executing third-party construction management and/or other specialty services contracts, as applicable.
18. Support City in the day-to-day management and review of third-party construction managers' and/or specialty consultant services contracted scope of work, performance, deliverables, and expenditures, as applicable.
19. Coordinate with Resident Engineer and monitor construction progress and construction contractor performance in conjunction with the program's construction administration staff.
20. Participate in value management activities through the Project's life cycle as defined in the PEP, PDM, and/or CIP Portal.
21. Participate in Project and program meetings and workshops including but not limited to:
 - i Project Initiation Meeting;
 - ii Project Team Meetings;
 - iii Project Stage Gate Meetings;
 - iv Project Kick-off Meeting, Conceptual Design Review Meeting/Workshop, 30-60-90-

100 Design Review Meetings/Workshops, Value Engineering Meetings/Workshops, HazOp Workshops, etc.;

- v Project Managers Meetings;
- vi Construction Coordination Meetings;
- vii Biweekly or Monthly Package Managers Meetings;
- viii Program Leadership Meetings;
- ix Project Closeout/Completion Meeting;
- x CIP/O&M Coordination Meetings, as requested; and
- xi Other meetings, as requested by City.

22. Coordinate, schedule, facilitate, prepare for, and follow up on above-mentioned meetings, as required.

23. Prepare updates for monthly Project progress reports (internal & external).

B. Deliverables: The Consultant shall complete the deliverables, as shown in Exhibit 1, in accordance with the frequency and definition outlined within the PEP. Exhibit 1 includes deliverables (i.e. technical specification and drawings, value engineering report, etc.) to be developed by others (Design Builder, Owners Advisor, City Staff, etc.). Where deliverables in Exhibit 1 are provided by others, Consultant shall coordinate reviews by the Project team, assist with development of responses and support decision making processes.

C. Completion Time: Consultant shall 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, 2022.

On or before ___ Business Days from _____.

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. 4 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	\$761,558	\$0	\$0	\$0	\$761,558
Maximum Compensation		\$761,558	\$0	\$0	\$0	\$761,558

Exhibit 1: Project Management Deliverables

Deliverables: Deliverables for each stage of project delivery are defined within the PDM and shall be completed in accordance with the frequency and definition outlined within the PEP. Deliverables may include, but are not limited to:

A. Project Planning

1. Project initiation form

B. Project Scoping

1. Initial project work plan
2. List of potential options/solutions for the need
3. Delivery recommendation memo and delivery method informational memo
4. Stage gate presentation and checklist

C. Project Alternatives

1. Updated project work plan
2. Condition Assessment Technical Memorandum
3. Piloting Protocol and Results Technical Memorandum
4. Technology and equipment evaluation and selection recommendation technical memorandums
5. Business Case Analysis and Triple Bottom Line Plus Evaluation Technical Memorandum
6. Alternative Recommendation Technical Memorandum
7. Stage gate presentation or checklist

D. Conceptual Design

1. Updated project work plan
2. Conceptual Design Report, Basis of Design Report, or Project Definition Report
3. Updated Project scope, schedule, and cost estimate
4. Stage gate presentation or checklist

E. Preliminary Design

1. Updated project work plan
2. Field Investigation Reports
3. Major Project Issues Technical Memorandum
4. Environmental clearance and permit list (including schedule, responsibility, and document requirements)
5. Design review comment log
6. Preliminary Design Report
7. Constructability review log
8. 30% Value Engineering Report
9. Updated Project scope, schedule, and cost estimate
10. Stage gate presentation or checklist

F. Detailed Design

1. Updated project work plan
2. CEQA Environmental Measures Technical Memorandum
3. 60% technical specifications and drawings
4. Process control narrative
5. Construction Sequencing and Analysis Technical Memorandum
6. Updated constructability review log
7. Final Value Engineering Report
8. Startup and Commissioning Plan
9. Signed prevailing wage form
10. Identified insurance requirements for contractors by risk management assessment
11. Notice of determination for pre-qualified bidders
12. Shortlist of qualified contractors
13. 90% technical specifications and drawings
14. Basis of Cost Estimate Technical Memorandum
15. 100% Project bid package/construction documents suitable for public bidding
16. Plans and specifications advertisement memo
17. Pre-posting forms
18. Design review comment logs corresponding with 60%, 90%, and 100% design completions
19. Updated Project scope, schedule, and cost estimates corresponding with 60%, 90%, and 100% design completions
20. Stage gate presentation or checklist

G. Bid and Award

1. Updated project work plan
2. Bid Advertisement
3. Pre-bid sign-in sheet
4. Written addenda(s)
5. Complete bid summary and evaluation
6. Notice of Intent to Award ("NOITA")
7. Written responses to bid protest(s)
8. Protest resolution summary
9. Bid and Award recommendation memo
10. Stage gate presentation or checklist

H. Construction and Commissioning

1. Updated project work plan

2. Fully Executed Contract
3. Notice to Proceed
4. Written responses to contractor Request For Information (“RFI”) requests
5. Punch list
6. Approved Start-up and Commissioning Plan and Form
7. Operational Report
8. Certificate of Proper Installation (“COPI”)
9. Functional Testing Report
10. O&M Manual
11. Training Plan
12. Stage gate presentation or checklist

I. Post Construction

1. Updated project work plan
2. Certificate of substantial completion
3. Record drawings
4. Warranty list
5. Notice of Completion
6. Project Completion Report
7. Stage gate presentation or checklist

J. General Project Management

1. Third-party consultant services scopes of work and related procurement documents
2. Project decision log entries, risk register entries, stage gate cost worksheets, cost change logs
3. Updated Project budget workbooks, budget detail sheet write-ups, budget clean-up requests/justifications, and other Project budget documents, as requested by City
4. Agendas, minutes, presentation materials, and handouts associated with applicable project and program meetings and workshops
5. Other project material (written summaries, handouts, presentations), as requested by City
6. Monthly Project Status Update
7. Monthly progress report (submitted with Consultant invoices)

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 # 661904-011

Contractor: Brown and Caldwell

Address: 201 North Civic Drive, Suite 115, Walnut Creek, CA 94596

Phone: (925) 210-2365

Email: gchow@brncald.com

Contract Description: First Amendment to Service Order 4 - Project Management Services for the
Digested Sludge Dewatering Facility

Term Start Date: 11/02/2020 Term End Date: 12/31/2022 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: \$369,513.00 Amount of Increase/Decrease: \$392,045.00

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: \$761,558.00

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