

**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.: 7758 1b. Master Agreement AC No.: 28019

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

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

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Project Name: Owner's Advisor Services during Preliminary Services Stage of the Digested Sludge Dewatering Facility Project

Amendment Description: This second amendment to Service Order No. 3 extends the completion time for Task 6: Definitive Project Submittal and Definitive Contract Amendment Support; modifies Task 7: CEQA and Permitting Support, Task 8: Support for Early Work Package, Task 9: Additional Services, and Task 10: Construction Management Oversight; and reallocates funds between 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* Jeffrey R Kivett (Mar 2, 2022 18:38 EST) Date: Mar 2, 2022

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* Napp Fukuda (Mar 4, 2022 10:53 PST) Date: Mar 4, 2022

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.

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

Consultant shall provide all services and deliverables required by 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.

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

The RWF currently uses an open lagoon and drying bed process to stabilize biosolids resulting from the wastewater treatment process. This operation is very land intensive. In addition, as the process is open-air, it has potential for odor generation.

The Plant Master Plan ("PMP"), adopted by the San José City Council in November 2013 and by the Santa Clara City Council in December 2013, recommended a comprehensive biosolids management program including construction of a new mechanical dewatering facility. The new facility would help to reduce potential odors in the community from the current process, position the RWF to have multiple and diversified biosolids disposition options, reduce the footprint of the lagoons and drying beds area to enable other land uses, and create flexibility to respond to future regulations governing the disposal of treated biosolids.

In 2014, the City of San José ("City") completed a Biosolids Transition Strategy to further develop an implementation plan transitioning out of the open lagoons and drying bed process. The recommendations from this strategy included the construction of a new mechanical dewatering facility and associated support facilities to replace the existing lagoons and drying beds.

The new Digested Sludge Dewatering Facility Project ("Project") will include a new mechanical dewatering facility and associated support facilities to replace the existing lagoons and drying beds. The support facilities will include a transfer sludge pump station, digested sludge storage facilities, sludge cake conveyance facilities, and truck load-out facilities. The Project will be delivered using the progressive design build method. In September 2019, the City awarded a design-build contract to Walsh Construction ("Walsh") for the Project.

Under Service Order (SO) No. 1, issued February 2, 2017, the Consultant updated flow and load forecasts and worked with the City to develop alternatives for the Dewatering Facility and evaluated alternatives using the Triple bottom Line Plus ("TBL+") process. Based on these evaluations, potential alternatives for key Project components were classified as either 'required', 'preferred', 'not preferred' or 'disallowed.' This classification scheme was used to provide design-build proposers the flexibility to innovate while guiding them away from options that the City did not want.

Under SO No. 1, the Consultant also developed a Project Definition Report ("PDR"), identified

environmental constraints (primarily on the main dewatering site), and developed a California Environmental Quality Act ("CEQA") addendum for the Project. The Consultant also assisted with development of procurement documents for the design-builder and supported the City's proposal evaluation process and design-build contract negotiations and planning for the Design-Builder's preliminary services phase. SO No. 1 also included dewaterability testing of sludge from the City's current digestion process and technical support to the City while Walsh further evaluates alternatives, plans and conducts field investigations, and arrives at a selected alternative for design.

SO No. 2 provides project management services to the City for the Project.

The objective of SO No. 3 is for the Consultant to provide Owner's Advisor services during the Preliminary Services phase of the Design-Build Contract, including assistance with negotiation of the Amended and Restated Design-Build Contract, construction management ("CM") support for the Early Work Package, and construction planning and coordination for physical construction under the Main Work Package as defined in the Amended and Restated Design-Build Contract. As set forth in more detail in the individual tasks below and as contemplated by the Design-Build Contract, Consultant will support the City through the Design-Builder's preliminary investigation and design work; Early Work Package negotiations and execution, as applicable; negotiation of the Definitive Contract Amendment, including the guaranteed maximum price ("GMP"); and construction management planning and coordination for construction under the main work package. Support will include the Consultant's participation in workshops and its review of and comments on the Design-Builder's major preliminary investigation and design deliverables through 100 percent design, as well as its support in analyzing the Definitive Project Submittal and negotiating the Definitive Contract Amendment. The Consultant will also continue to assist the City with environmental permitting and implementation of early work packages by Walsh. This SO consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Preliminary Investigations
- Task No. 3: Basis of Design Report
- Task No. 4: 30% Design Completion Documents
- Task No. 5: 60% Design Completion Documents
- Task No. 6: Definitive Project Submittal and Definitive Contract Amendment Support
- Task No. 7: CEQA and Permitting Support
- Task No. 8: Support for Early Work Package
- Task No. 9: Additional Services (Optional)
- Task No. 10: Construction Management Oversight

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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 communicate progress through monthly reports to the City. The PM shall manage the budget, schedule, and invoicing.

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

referred to as the CIP Portal and EADOC, which is a cloud-based design and construction document 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 shall provide updated Project templates and guidelines no later than ten (10) Business Days following the Kickoff Meeting. Templates and guidelines that have been provided previously under earlier Service Orders and which have not been updated since will not be provided. The templates currently available include the following:

- Meeting Agenda
- Meeting Minutes
- Project Decision Log ("PDL")
- Project Quality Plan
- Project Work Plan ("PWP")
- Quality Management Certification
- Quality Review Form
- Technical Memoranda
- Technical Report
- Risk Register
- Cost Estimating Guidelines

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. The Consultant will work with the City's Project Manager, to coordinate all work performed with other CIP projects currently underway to avoid duplication, confusion, or 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. Teleconferences may be more or less if necessary, and as requested by the City's Project Manager.
4. Project Schedule: Consultant shall review project schedule prepared by Design-Builder and provide comments to the City.
5. Health and Safety Plan: Consultant shall update and submit a Health and Safety Plan ("HASp") 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 submit an abbreviated 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, including the coordination of work products, milestones and staff assigned for quality reviews.

In addition, Consultant shall review and provide comments on the Design-Builder’s Quality Management Plan.

7. Monthly Progress Reports: Consultant shall prepare and submit a monthly progress report within ten (10) Business Days from the last calendar day of the reporting month, unless requested otherwise by the City’s Project 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, such as when Consultant anticipates difficulty meeting a deadline for work due within the next thirty (30) days for some reason beyond their control.
8. 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.
9. Project Setup and Closeout: Consultant shall complete all steps necessary to setup and closeout project both internally and externally. This Includes internal filing, account tracking, final billing, final payment to sub consultant, and archiving project receipts.
10. Design-Builder Project Management Oversight:
- a. Consultant shall provide oversight of the Design-Builder’s work through all stages of the Design-Build Contract through final negotiation of the Definitive Contract Amendment (including, but not limited to, Technical Memorandums, preliminary investigations, Basis of Design Report, 30% Design Stage, 60% Design Stage, Early Work Packages, as applicable, and the Definitive Project Submittal).
  - b. All of Consultant’s communications with the Design-Builder will be conducted through the City or coordinated in advance with the City’s Project Manager.
  - c. City will collect comments from the City and Consultant via email. The City will compile comments and submit them to the Design-Builder through the EADOC website.
  - d. Weekly Progress Meetings
    - i. Generally, Consultant’s PM will not attend these weekly meetings but may participate via teleconferences at the request of the City’s PM.
    - ii. The budget for this task assumes that the Consultant’s PM will attend one-third (1/3) of the total number of weekly progress meetings via teleconference and includes the time necessary for Consultant’s review of meeting minutes, Risk Register updates, Preliminary Services Schedule updates, updated Decision Logs, and updated change management log.
    - iii. For those meetings that Consultant’s PM attends, Consultant shall provide comments on the Design-Builder’s meeting minutes within three (3) Business Days of receipt.

**B. Deliverables:**

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

1. Health and Safety Plan
  - a. Draft HASP 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. Final HASP addressing City comments shall be provided as a PDF file within ten (10) Business Days after receipt of City comments.
  - c. Updated HASP shall be provided, as new conditions are encountered and/or requested by the City.
2. Quality Management Plan
  - a. Draft QMP shall be provided in an electronic editable file format no later than twenty (20) Business Days after this SO is executed. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
  - b. Final QMP addressing City comments shall be provided as a PDF file format within five (5) Business Days after receipt of City comments.
3. Bi-weekly Progress Calls, Agendas, Materials (e.g., handouts and presentation), and Minutes
  - a. Draft agenda and materials shall be provided in an electronic editable file format three (3) Business Days in advance of the biweekly call date. Consultant shall allow City two (2) Business Days to review, compile, and provide comments.
  - b. Final agenda and materials addressing City comments shall be provided as PDF files no later than one (1) Business Days before the biweekly call.
  - c. Draft minutes shall be provided in an electronic editable file format within three (3) Business Days after the bi-weekly call. 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 a PDF file within three (3) Business Days after receipt of City comments.
4. Monthly progress reports shall be provided as a PDF file by the 10<sup>th</sup> of the following month.
5. Monthly invoices shall be provided as one (1) PDF file by the 10<sup>th</sup> of the following month.
6. Comments on Design-Builder's Weekly Progress Meeting Minutes, including comments on the project Design-Build Schedule, Updated Cost Model Reports, Preliminary Services Schedule, Decision Logs, and Risk Register. Comments will be submitted to the City within five (5) Business Days of receiving documents for review.
7. Comments on monthly preliminary services schedule updates, and monthly cost model updates. Comments shall be provided within 10 business days of receiving documents for review.
8. Comments on Design-Builder's Procurement Strategy Technical Memorandum ("TM") shall be submitted to the City in within ten (10) Business Days of receiving documents for review.

**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: January 31, 2023
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## **Task No. 2: Preliminary Investigations**

### **A. Services:**

Consultant shall review work associated with Preliminary Investigations performed by the Design-Builder pursuant to the Preliminary Services tasks. Specific activities under Task No. 2 include the following, as well as associated activities and work necessary to perform the following:

1. Review of Reference Documents Technical Memoranda by Design-Builder
  - a. Draft Reference Document Review Technical Memorandum
    - i. Consultant will review the Design-Builder's draft reference document technical memorandum and provide comments to the City.
  - b. Draft Reference Document Review Technical Memorandum Review Meeting
    - i. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft reference document technical memorandum.
    - ii. Following each meeting, Consultant will review the Design-Builder's meeting minutes and submit comments to the City.
  - c. Final Reference Document Review Technical Memorandum
    - i. Consultant will review the Design-Builder's final reference document review technical memorandum and submit comments to the City.
2. Site Analysis
  - a. Draft Technical Memorandum on Site Analysis
    - i. Consultant will review the Design-Builder's draft Technical Memorandum on Site Analysis and submit comments to the City.
  - b. Draft Technical Memorandum on Site Analysis Review Meeting
    - i. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft reference document technical memorandum.
    - ii. Following each meeting, Consultant will review the Design-Builder's meeting minutes and submit comments to the City.
  - c. Final Reference Document Site Analysis Review Technical Memorandum
    - i. Consultant will review the Design-Builder's final technical memorandum and submit comments to the City.
3. Existing Facilities Condition Assessments
  - a. Draft and final technical memoranda for existing conditions assessments, meeting agenda, materials and notes.
    - i. Consultant will review the Design Builders technical memoranda for existing conditions assessments and submit comments to the City.

- ii. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft reference document technical memoranda.
    - iii. Following each meeting, Consultant will review the Design-Builder's meeting minutes and submit comments to the City.
- 4. Subsurface Utilities Investigation
  - a. Draft Subsurface Utilities Investigation Report
    - i. Consultant will review the Design Builders draft report for Subsurface Utilities Investigation and submit comments to the City.
  - b. Draft Subsurface Utilities Investigation Report Review Meeting
    - i. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft reference document report.
    - ii. Following each meeting, Consultant will review the Design-Builder's meeting minutes and submit comments to the City.
  - c. Final Subsurface Utilities Investigations Report
    - ii. Consultant will review the Design-Builder's final report and submit comments to the City.
- 5. Geotechnical Investigations
  - a. Draft Geotechnical Report
    - i. Consultant will review the Design Builders draft for Geotechnical Report and submit comments to the City.
  - b. Draft Geotechnical Report Review Meeting
    - i. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft reference document report
    - ii. Consultant will review meeting minutes and submit comments.
  - c. Final Geotechnical Report
    - i. Consultant will review the Design-Builder's final report and submit comments to the City.
- 6. Sludge Characterization
  - a. Draft & Final Centrifuge Equipment Testing Plan
    - i. Consultant will review the Design Builders draft and final for Centrifuge Equipment Testing Plan and submit comments to the City.
  - b. Draft Centrifuge Equipment Test Results Technical Memorandum Review Meeting
    - i. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft reference document technical memorandum.
    - ii. Consultant will review the Design-Builder's final report and submit comments to the City.
  - c. Final Centrifuge Equipment Test Results Technical Memorandum and lab report
    - i. Consultant will review the Design Builders final technical memorandum for Centrifuge Equipment Testing Results and submit comments to the City.



- d. Draft Sludge Characterization Technical Memorandum with recommended performance requirements (assumed to include Meso test results extrapolation to TPAD sludge)
  - i. Consultant will review the Design Builders draft technical memorandum for Draft Sludge Characterization and submit comments to the City.
- e. Draft and Final Sludge Centrifuge Equipment Selection Technical Memorandum and specification package, and review meeting
  - i. Consultant will review the Design Builders final technical memorandum for Sludge Centrifuge Equipment Selection and submit comments to the City.
  - ii. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft and final reference document technical memorandum.
- 7. Regulated Site Conditions Investigations and Remediation Protocols (including Contaminated Soils Investigations)
  - a. Draft Regulated Site Conditions Investigations and Remediation Protocols Report
    - i. Consultant will review the Design Builders draft report for Regulated Site Conditions Investigations and Remediation Protocols and submit comments to the City.
  - b. Draft Regulated Site Conditions Investigations and Remediation Protocols Report Review Meeting
    - i. Consultant will attend via teleconference one or more meetings totaling eight (8) hours in the aggregate with the City and Design-Builder to discuss the Design-Builder's draft and final reference document report.
  - c. Final Regulated Site Conditions Investigations and Remediation Protocols Report
    - i. Consultant will review the Design Builders final report for Regulated Site Conditions Investigations and Remediation Protocols and submit comments to the City.
  - d. Draft and Final Soils Investigation Workplan
    - i. Consultant will review the Design Builders draft and final workplan for Soils Investigation Workplan and submit comments to the City.
  - e. Draft and Final Soils Condition Report and Technical Memoranda
    - ii. Consultant will review the Design Builders draft and final report for Soils Condition Report and Technical Memoranda and submit comments to the City.
- 8. Options Analysis
  - a. Workshop
    - i. Consultant will attend Options Analysis workshop on project and site configuration.
    - ii. Consultant will review Options Analysis workshop materials and minutes and submit comments to the City.
  - b. Updated Cost Model, TBL+ Spreadsheets, and Concept Drawings
    - i. Consultant will review Cost Model, TBL+ Spreadsheets, and Concept Drawings and submit comments.

**B. Deliverables:** Comments will be provided in the CIP-provided MS Excel Quality Review Form. Consultant will submit comments on meeting / workshop materials and minutes within five (5)

Business Days of receipt from the City. Consultant will submit comments on the Design-Builder's technical memoranda, reports, workplans and other documents within ten (10) Business Days of receipt from the 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: December 31, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### **Task No. 3: Basis of Design Report**

A. **Services:**

Consultant shall review work associated with the Design-Builder's Basis of Design Report. Specific activities under Task No. 3 include the following, as well as associated activities and work necessary to perform the following:

1. **Technical Workshops**
  - a. The Consultant will attend up to ten (10) workshops on various technical topics. Workshops will be held to support development of the Basis of Design Report and 30 percent design.
  - b. All workshops and meetings will be four (4) hours long and will be conducted in person by the Design-Builder.
  - c. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - d. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
  - e. Consultant's PM and up to two (2) technical support staff with expertise specific to the workshop content will attend the workshops.
  - f. Consultant will submit comments on workshop minutes.
  - g. Time allocated for workshops includes review of workshop minutes.
2. **Basis of Design Report ("BODR")**
  - a. Draft Basis of Design Report
    - i. Consultant will review the draft report and submit comments.
  - b. Draft Basis of Design Review Workshop
    - i. The workshop will be four (4) hours long and will be conducted in person by the Design-Builder.
    - ii. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
    - iii. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
    - iv. Consultant's PM and up to two (2) technical support staff will attend the workshop.
    - v. Consultant will review workshop minutes and submit comments.
  - c. Final Basis of Design Report

- i. Consultant will review the final report and submit comments. The final BODR to include information on Design-Builder's Proposed Performance Guarantees.
- d. Final Basis of Design Review Workshop
  - i. The workshop will be four (4) hours long and will be conducted in person by the Design-Builder.
  - ii. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - iii. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
  - iv. Consultant's PM and up to two (2) technical support staff will attend the workshop.
  - v. Consultant will review workshop minutes and submit comments.

3. Value Engineering

- a. BODR Value Engineering Workshop
  - i. The City's Value Engineering Team will conduct one (1) four (4)-hour, in-person Value Engineering workshop.
  - ii. The City's Value Engineering Team will prepare agenda, presentation materials, and minutes for the workshop.
  - iii. Consultant's PM and up to two (2) technical support staff will attend the workshop.
  - iv. Consultant will review workshop minutes and submit comments.
  - v. Time allocated for workshops includes review of workshop minutes.

**B. Deliverables:** Comments will be provided in the City-provided MS Excel Quality Review Form. Consultant will submit comments on minutes and workshop materials within five (5) Business Days of receipt from the City and shall submit comments on BODR within ten (10) Business Days of receipt from the City, who will compile comments from the Consultant and the City and then submit the compiled comments to the 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: September 30, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4: 30% Design Completion Documents**

**A. Services:**

Consultant shall review the Design-Builder's work associated with the 30% Design Completion Documents. Specific activities under Task No. 4 include the following, as well as associated activities and work necessary to perform the following:

1. 30% Design Completion Documents (Drawings, Specifications, Technical Memorandum)
  - a. Consultant will review the draft 30% Design Completion Documents and submit comments.
  - b. Consultant will review the final 30% Design Completion Documents and submit comments.
2. Project Hazard Analysis Technical Memorandum
  - a. Consultant will review the Draft TM and submit comments.
  - b. Consultant will review the Final TM and submit comments.
3. Corrosion Control Technical Memorandum
  - a. Consultant will review the Draft Corrosion Control Technical Memorandum and submit comments.
  - b. Consultant will review the Final Corrosion Control Technical Memorandum and submit comments.
4. Risk Management Workshop
  - a. The workshop will be four (4) hours long and will be conducted in person by the Design-Builder.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for workshop.
  - d. Consultant's PM and up to two (2) technical support staff will attend workshop.
  - e. Consultant will review workshop minutes and submit comments.
  - f. Time allocated for workshop includes review of workshop minutes.
5. Constructability Reviews:
  - a. Design-Builder will prepare draft Construction Sequencing Plans and draft Mobilization and Site Access Plans during the 30% Design Stage.
  - b. Constructability Workshops
    - i. Design-Builder will conduct one (1) four (4)-hour in-person workshop to review these plans.
    - ii. Consultant will review the draft Construction Sequencing Plan and a draft Mobilization and Site Access Plan ahead of each workshop. Comments on the documents will be communicated to the Design-Builder at the subsequent workshops and be documented in the workshop minutes. No separate comment log will be generated for these documents.
    - iii. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
    - iv. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
    - v. Consultant's PM and up to two (2) technical support staff will attend the workshop.
    - vi. Consultant will review workshop minutes and submit comments.
    - vii. Time allocated for workshops includes review of workshop minutes.
  - c. Constructability Report Review Meetings
    - i. Design-Builder will conduct a meeting to discuss responses to the Constructability Report with the Consultant and the City.
    - ii. The meeting will be four (4) hours long and conducted in person.

- iii. Design-Builder will prepare an agenda, presentation materials, and minutes for the meeting.
  - iv. Consultant's PM and up to two (2) technical support staff will attend the meeting.
  - v. Consultant will provide comments on the meeting minutes.
  - vi. Time allocated for the meeting includes review of the meeting minutes.
6. 30% Design Workshop
- a. The workshop will be a four (4)-hour workshop conducted in person by the Design-Builder.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
  - d. Consultant's PM and up to two (2) technical support staff will attend the workshop.
  - e. Consultant will review workshop minutes and submit comments.
  - f. Time allocated for workshops includes review of workshop minutes.
7. Updated Estimated Design-Build Cost Estimate
- a. Draft Updated Estimated Design-Build Cost Estimate
    - i. Consultant will review the draft cost estimate and submit comments.
  - b. Final Updated Estimated Design-Build Cost Estimate
    - i. Consultant will review the final cost estimate and submit comments.
8. Updated Design-Build Schedule
- a. Draft Updated Design-Build Schedule
    - i. Consultant will review the draft schedule and submit comments.
  - b. Final Updated Design-Build Schedule
    - i. Consultant will review the final schedule and submit comments.
9. Review Updated Hydraulic and Process Modeling
- a. Review Model Outputs
    - i. Consultant will review updated process and hydraulic modeling by Design-Builder to support its 30% design package. Consultant will submit comments to the City.

**B. Deliverables:** Comments will be provided in the City-provided MS Excel Quality Review Form. Consultant will submit comments on meeting and workshop materials within five (5) Business Days of receipt from the City and will submit comments on reports and TMs within ten (10) Business Days of receipt from the City, who will compile comments from the Consultant and the City and then submit the compiled comments to the Design-Builder. Consultant shall provide the following documents to the City's Contract Manager:

**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, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## **Task No. 5: 60% Design Completion Documents**

### **A. Services:**

Consultant shall review work associated with the 60% Design Completion Documents as performed by the Design-Builder. Specific activities under Task No. 5 include the following, as well as associated activities and work necessary to perform the following:

1. 60% Design Completion Documents (Drawings, Specifications, Technical Memorandum)
  - a. Consultant will review the Draft 60% Design Completion Documents and submit comments.
  - b. Consultant will review the Final 60% Design Completion Documents and submit comments.
2. Updated Estimated Design-Build Cost Estimate
  - a. Consultant will review Draft Updated Estimated Design-Build Cost Estimate and submit comments.
  - b. Consultant will review Final Updated Estimated Design-Build Cost Estimate and submit comments.
3. Updated Design-Build Schedule
  - a. Consultant will review the Draft Updated Design-Build Schedule and submit comments.
  - b. Consultant will review the Final Updated Design-Build Schedule and submit comments.
4. Updated Permits and Approvals Plan, Performance Guarantees, Training Plan, Maintenance of Operations During Construction Plan
  - a. Consultant will review the Draft Documents and submit comments.
  - b. Consultant will review the Final Documents and submit comments.
5. Risk Management Workshop (60% Design Stage)
  - a. The workshop will be four (4) hours long and will be conducted in person by the Design-Builder.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for workshop.
  - d. Consultant's PM and up to two (2) technical support staff will attend workshop.
  - e. Consultant will review workshop minutes and submit comments.
  - f. Time allocated for workshop includes review of workshop minutes.
6. 60% Design Workshop
  - a. The workshop will be a four (4)-hour workshop conducted in person by the Design-Builder.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
  - d. Consultant's PM and up to two (2) technical support staff will attend the workshop.
  - e. Consultant will review workshop minutes and submit comments.
  - f. Time allocated for workshops includes review of workshop minutes.

7. Constructability Reviews:

- a. Design-Builder will prepare draft Construction Sequencing Plans and draft Mobilization and Site Access Plans during the 60% Design Stage.
- b. Constructability Workshops
  - i. Design-Builder will conduct one (1) four (4)-hour, in-person workshop to review these plans.
  - ii. Consultant will review the draft Construction Sequencing Plan and a draft Mobilization and Site Access Plan ahead of each workshop. Comments on the documents will be communicated to the Design-Builder at the subsequent workshops and be documented in the workshop minutes. No separate comment log will be generated for these documents.
  - iii. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - iv. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
  - v. Consultant's PM and up to two (2) technical support staff will attend the workshop.
  - vi. Consultant will review workshop minutes and submit comments.
  - vii. Time allocated for workshops includes review of workshop minutes.
- a. Constructability Report Review Meetings
  - i. Design-Builder will conduct a meeting to discuss responses to the Constructability Report with the Consultant and the City.
  - ii. The meeting will be four (4) hours long and conducted in person.
  - iii. Design-Builder will prepare an agenda, presentation materials, and minutes for the meeting.
  - iv. Consultant's PM and up to two (2) technical support staff will attend the meeting.
  - v. Consultant will provide comments on the meeting minutes.
  - vi. Time allocated for the meeting includes review of the meeting minutes.

8. Review Updated Hydraulic and Process Modeling

- a. Review Model Outputs
  - i. Consultant will review updated process and hydraulic modeling by Design-Builder to support its 60% design package. Consultant will submit comments to the City.

**B. Deliverables:** Comments will be provided in the City-provided MS Excel Quality Review Form. Consultant will submit comments on meeting materials within five (5) Business Days of receipt from the City and on reports and TMs 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 comments to the 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: October 31, 2021.

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

## **Task No. 6: Definitive Project Submittal and Definitive Contract Amendment Support**

### **A. Services:**

Consultant shall review work associated with the Definitive Project Submittal, including the GMP, as performed by the Design-Builder. Specific activities under Task No. 6 include the following, as well as associated activities and work necessary to perform the following:

1. **Definitive Project Submittal**
  - a. Consultant will review the Draft Definitive Project Submittal and submit comments to the City. This review will include review of the GMP documentation including:
    - i. Post Preliminary Services Engineering Services
    - ii. Construction Services and Costs
    - iii. Labor, Expenses, rental, overhead, and markup costs
    - iv. Key assumptions underlying the GMP
  - b. Consultant will review the Final Definitive Project Submittal and submit comments to the City.
2. **Interim Meetings**
  - a. The Design-Builder will conduct up to four (4) in-person meetings during development of the Definitive Project Submittal to discuss operability reviews, bid-ability, and other topics. The meetings will be four (4) hours long.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for all meetings.
  - d. Consultant's PM and up to two (2) technical support staff will attend the meetings.
  - e. Consultant will review meeting minutes and submit comments.
  - f. Time allocated for meetings includes review of meeting minutes.
3. **Equipment and Subcontractor Procurement Workshop**
  - a. The workshop will be four (4) hours long and will be conducted in person by the Design-Builder.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for workshop.
  - d. Consultant's PM and up to two (2) technical support staff will attend workshop.
  - e. Consultant will review workshop minutes and submit comments.
  - f. Time allocated for workshop includes review of workshop minutes.
4. **Definitive Project Submittal Workshop**
  - a. The workshop will be a four (4) hour workshop conducted in person by the Design-Builder.
  - b. Workshop coordination will occur during weekly Design-Builder Progress Meeting.
  - c. Design-Builder will prepare agenda, presentation materials, and minutes for all workshops.
  - d. Consultant's PM and up to two (2) technical support staff will attend the workshop.
  - e. Consultant will review workshop minutes and submit comments.
  - f. Time allocated for workshops includes review of workshop minutes.



5. Definitive Contract Amendment Negotiations Support

- a. Consultant will develop an overall negotiation plan and schedule for negotiation of the Definitive Contract Amendment for review and modification, as needed, by the City.
- b. Consultant's PM and technical staff, as needed, will help organize and will attend negotiations sessions between the City and the Design-Builder team regarding technical and commercial issues.
- c. As requested by the City, Consultant's PM will attend calls with the City Attorney's Office and Consultant's attorney regarding legal issues and drafting of the Definitive Contract Amendment.

**B. Deliverables:** Comments will be provided in the City-provided MS Excel Quality Review Form. Consultant will submit comments on workshop materials within five (5) Business Days of receipt from the City and on reports, TMs, and other documents within ten (10) Business Days of submittal from the City, who will compile comments from the Consultant and the City and then submit the compiled comments to the Design-Builder. Consultant will provide drafts of technical and commercial language to the City for use during negotiation of the Definitive Contract Amendment.

**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: May 31, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 7: CEQA and Permitting Support**

A. **Services:** Consultant shall prepare the documentation and coordinate with agencies (as listed below to pursue regulatory agency permits and approvals that may be required for the Project. Specific Activities under Task No. 7 include the following:

- 1. **Surveys for Preliminary Services:** Consultant will conduct the following surveys ahead of the ground disturbance activities associated with the Preliminary Services phase. Consultant will attend up to two calls each month with the City's environmental team regarding project design, constraints associated with activities during this phase (including technical investigations and site analyses), and coordination regarding deliverables and schedule.
  - a. **Burrowing Owl Habitat Survey:** Consistent with Santa Clara Valley Habitat Plan ("HCP") requirements, Western burrowing owl habitat surveys shall be required in the Project area in all 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.

One (1) of the Consultant's qualified biologists will 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 day to complete. Pedestrian survey transects shall be spaced to allow 100% 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 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).

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.

A Draft Western burrowing owl habitat survey memorandum will be submitted for one round of City review, after which Consultant will prepare a Final Western burrowing owl habitat survey memorandum.

- b. Raptor and Migratory Bird Nest Measures Preconstruction Survey: If ground disturbing activities associated with the Project during the Preliminary Services phase are scheduled during breeding bird season (February 1st–August 31st, inclusive), one of the Consultant's qualified wildlife biologist will conduct a survey for nesting raptors and migratory bird nests within seven (7) days of the start of ground disturbing activities or after a break of fourteen (14) days or more, within seven (7) days prior to the resumption of ground disturbing activities. Surveys shall be performed for the Project area and for suitable habitat within 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 U. S. Fish and Wildlife Service ("USFWS"). 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. Two (2) days of preconstruction surveys are assumed in this scope of work.

Consultant will summarize survey methodology and results in a memorandum. Consultant will incorporate one round of comments and edits from the City into the memorandum.

- c. Western Burrowing Owl Preconstruction Survey: One (1) of the Consultant's qualified biologist will conduct preconstruction surveys in all suitable habitat identified in the Burrowing Owl habitat surveys (completed as part of subtask b) above) within 250 feet of ground disturbance activities, between fourteen (14) and four (4) days prior to initiating ground disturbance related to Project preliminary services phase. The 250-foot buffer zone shall be surveyed to identify burrows and owls outside of the Project area which may be impacted by factors such as noise and vibration (heavy equipment) during Project ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses between Project activities shall require subsequent take avoidance surveys including but not limited to a final survey conducted no more than two (2) days prior to ground disturbance to ensure absence. A minimum of two (2) surveys shall be conducted (if owls are detected on the first survey, a second survey is not needed).

The preconstruction survey shall be a minimum of three (3) hours, beginning one (1) hour before sunrise and continuing until two (2) hours after sunrise (three (3) hours total) or beginning two (2) hours before sunset and continuing until 1 hour after sunset.

Additional surveys that may be required due to phased implementation of initial ground disturbance at project elements are not included in this scope. Consultant will summarize habitat and preconstruction surveys methodology and results in a memorandum.

- d. Tree Removal Plan: Tribal representatives, through an official consultation with the City's Planning, Building & Code Enforcement Department ("PBCE"), visited the Dewatering site in early 2019 and identified the elderberry tree as a "tribal resource." The tree is to be given to the tribe after it has been cut down. Consultant will prepare plan which should include coordination through the City's environmental team, with PBCE to contact the tribe and arrange for retrieval of the tree.

Positive survey results may require construction monitoring. This scope includes up to eight hours to develop a construction monitoring plan as required by the HCP Reporting Form for Public Projects. Construction monitoring is not included in this scope.

2. Review Design-Builder's Mitigation Monitoring and Reporting Program ("MMRP") Compliance Plan.

Consultant will review the Design-Builder's MMRP Compliance Plan to ensure MMRP requirements applicable to the Design-Builder have been incorporated into the plan and into plans for the design. Consultant will, upon request from the City, visit the Project Site to observe Design-Builder's compliance with the MMRP during execution of the Early Work Package.

**B. Deliverables:** Unless otherwise specified by the City, all meeting materials (agenda, minutes, timelines, etc.) shall be delivered in electronic PDF format. Draft deliverables shall be provided in both Word and PDF formats.

1. Surveys for Preliminary Services

- a. Draft Western burrowing owl habitat survey memorandum, containing information sufficient to support the HCP Reporting Form for Public Projects, Item 5 for burrowing owl survey results will be submitted for one round of review (electronic version).
- b. Final Western burrowing owl habitat survey memorandum, containing information sufficient to support the HCP Reporting Form for Public Projects, Item 5 for burrowing owl survey results (electronic version).
- c. Shapefile with location of owl burrows or burrow complexes, if any are found.
- d. Draft Raptor and migratory bird nesting survey memorandum (electronic version).
- e. Final Raptor and migratory bird nesting survey memorandum (electronic version).
- f. Draft Burrowing Owl Preconstruction survey memorandum.
- g. Final Burrowing Owl Preconstruction survey memorandum.
- h. Construction monitoring plan
- i. Tree Removal plan

2. Comments on Design-Builders draft MMRP compliance plan

3. Notes from field visits to observe Design-Builder's MMRP compliance (if requested by the City)

**C. Completion Time:** Consultant must complete the services and deliverable 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 \_\_\_\_\_.

**Task No. 8: Support for Early Work Package**

A. **Services:** Design-Builder plans to request one (1) Early Work Package ("EWP") pursuant to the Design-Build Contract. The EWP ("EWP #1") will cover: 1) early site work (construction); and 2) 100% Design. Construction work under EWP #1 will include construction preparation activities (grading and placing rock, installation of erosion and sediment control measures, installation of construction trailers, installation of temporary utilities, and installation of temporary site fencing), ground stabilization measures (stone columns), and installation of certain permanent utilities.

Specific Activities under Task No. 8 include the following:

1. Consultant shall review the scope, cost and terms of one (1) EWP.
2. Consultant will review Design Builder's draft and final submittals for 100% Design (EWP#1) on an as needed basis and submit comments to the City.

3. Consultant will participate in negotiation sessions with the Design-Builder regarding the scope, cost, schedule and contingency for EWP#1.
4. Consultant will participate in planning activities to support implementation of the EWP#1.

**B. Deliverables:** Unless otherwise specified by the City, all meeting materials (agenda, minutes, timelines, etc.) shall be delivered in electronic PDF format. The following deliverables will be provided under this Task:

- a. Comments on draft EWP#1 in both Word and PDF format.
- b. Draft language for portions of the EWP#1.

**C. Completion Time:** Consultant must complete the services and deliverable 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 \_\_\_\_\_

#### **Task No. 9: Additional Services (Optional)**

A. **Services:** At the request of the City, Consultant may be asked to complete the following additional activities:

1. **30% Cost Estimate – Independent Estimate.** Consultant will provide draft and final independent estimates, including draft and final Basis of Estimate Reports. Consultant will respond to comments in City provided comment log.
2. **60% Cost Estimate – Independent Estimate.** Consultant will provide draft and final independent estimates, including draft and final Basis of Estimate Reports. Consultant will respond to comments in City provided comment log.
3. **Additional Technical / Environmental Support / Additional Workshop Attendance.** Consultant will provide additional technical and environmental office and field support as requested by the City and will attend up to ten (10) additional workshops of four (hours) each, and up to 5 additional meetings of two (2) hours each at the request of the City. Consultant will review workshop materials and minutes prepared by the Design Builder and submit comments to the City.
4. **CEQA Addendum.** Consultant shall prepare a Request for Information (“RFI”), one (1) draft Project Description, two (2) drafts of the Addendum, one (1) draft of the revised MMRP, and one (1) final Addendum and MMRP. The budget assumes that existing cultural and biological resources information about the area would be sufficient to complete the Addendum and that additional field surveys will not be conducted.

B. **Deliverables:** Unless otherwise specified by the City, all meeting materials (agenda, minutes, timelines, etc.) shall be delivered in electronic PDF format. Draft deliverables shall be provided in both Word and PDF formats for the following documents:

1. **30% Cost Estimate – Independent Estimate**

- i. Draft 30% estimate and Basis of Estimate Report
- ii. Final 30% estimate and Basis of Estimate Report
- iii. Comment / response log

2. **60% Cost Estimate – Independent Estimate**

- i. Draft 60% estimate and Basis of Estimate Report
- ii. Final 60% estimate and Basis of Estimate Report
- iii. Comment / response log

3. **Additional Technical Support/Workshop Attendance**

- i. Technical memoranda and analysis for additional technical / environmental support requested by the City
- ii. Attendance at up to ten (10) additional workshops / meetings
- iii. Review comments on workshop materials and minutes prepared by the Design Builder
- iv. Participation in workshops and review of 100% design submittal for main work package
- v. If a requested meeting or workshop only involves Consultant and the City:
  - 1. Draft and final agenda
  - 2. Draft and final meeting materials
  - 3. Draft and final meeting minutes

4. **Preparation of Additional CEQA Analysis**

- i. RFI (City will provide requested data within ten (10) business days)
- ii. Draft CEQA Project Description (one (1) ten (10) business day City review period)
- iii. Admin Draft Addendum (one (1) thirty (30) business day City review period)
- iv. Screen check Draft Addendum and MMRP (one (1) thirty (30) business day City review period)
- v. Final Addendum (three (3) hard copies; one (1) PDF version)
- vi. Final MMRP

C. **Completion Time:** Consultant must complete the services and deliverable 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 \_\_\_\_\_.

### **Task No. 10: Construction Management Oversight**

**A. Services:** Consultant will provide one (1) approximately half-time construction manager for the construction related activities of the Design-Builder authorized for EWP #1 (“EWP CM”) as described in Task No. 8. Consultant will also provide one (1) full-time Construction Manager (“main work package CM”) to help oversee Design-Builder’s work under the main work package. Because a portion of Design-Builder’s work under the EWP will overlap with a portion of Design-Builder’s work authorized for the main work package, City and Consultant have agreed that, in the interests of efficiency, Consultant shall provide a single individual to serve as the City’s CM for both the remaining EWP work and the main work package work following City’s issuance of the Design-Build Notice to Proceed. Prior to that date, the Consultant’s current EWP CM will coordinate with Consultant’s main work package CM to facilitate a smooth staffing transition.

#### 1. EWP

For the EWP, CM responsibilities will include: coordination and communication with the City’s construction management team including the Resident Engineer (City RE), Inspectors, and Document Control staff; general oversight of the progress of construction; construction coordination and communications with the Design-Builder; coordination with the City’s program management staff; change order control; and review of Design-Builder progress payments. In addition, the CM will prepare a draft and final Construction Management Oversight Plan (“CMOP”) to guide City construction oversight team activities with respect to construction authorized under EWP #1.

The CM shall monitor and observe the progress of the work on the site for EWP #1 which shall be performed in accordance with the appropriate provisions of the CMOP. The CM shall develop its own monitoring and observation notes while on-site and shall review monitoring and observations notes developed by the City RE. Monitoring and observation notes should address, but may not be limited to the following:

1. Problems or issues encountered during the work and contributing factors;
2. Potential issues related to Design-Builder’s compliance or non-compliance of with the DB Agreement and EWP #1 Amendment;
3. Review of Design-Builder’s tests and test results;
4. Site safety issues;
5. Disruptions or deviations in the work schedule;
6. Support for permit compliance;

In addition, the CM will participate in or work with the City RE to ensure City participation in the following activities, depending on the needs of the Project (meetings may be attended remotely depending on schedule and other factors):

7. Attendance at daily construction coordination meetings, weekly progress meetings, and topic specific meetings with the Design-Builder;
8. Participation in program-level construction meetings with the City’s program management staff;
9. Coordination of daily construction oversight activities with the City’s construction management team;

10. Review of comments / action items developed by the City's construction management team;
11. Review of Design-Builder's inspection and test reports, including planning for any followup by the CM or City RE and advise to the City on any additional tests recommended or required by the City;
12. Assist City RE with scheduling and coordination of City inspectors;
13. Coordination with the City RE regarding the City RE's monitoring of the submittal review process implemented by the Design-Builder and involving Design-Builder's Engineer of Record. The intent of monitoring the Design-Builder's submittal review process is to confirm that the Design-Builder is appropriately providing submittals to Design-Builder's Engineer of Record for review and approval. In the event Design-Builder does not appear to be following its internal submittal review process, CM and / or RE shall report any apparent deviations to the City;
14. Coordination with the City RE regarding City review of certain submittals selected by the City to assure submittals are directed to the Consultant's off-site SMEs and City SMEs;
15. Review of updated documents prepared by the Design-Builder, including schedule, risk register and decision log;
16. Coordinate with the City RE to implement, manage and maintain a change management system using EADOC, including tracking all Design-Builder Requests for Change ("RFCs"); evaluating RFCs; maintaining related documentation, coordinating with OA's SMEs for development of independent cost estimates for RFCs, as needed; participating in change negotiations, and confirming that the Design-Builder cost report is up to date with respect to approved costs for changes;
17. Coordination with the City RE regarding review Design-Builder's pay requests including verification of claimed progress based on an evaluation of work in progress, consistency with Design-Builder's schedule of values, and inclusion of all required pay request documentation. CM will work with City RE to identify any payment issues to the City and recommend actions, and will provide oversight regarding Design-Builder's pay application review documentation for the City's review and payment by the City if applicable; and
18. Coordination with the City RE regarding maintenance of the City Construction Issue Log for distribution to the City and Design-Builder via EADOCS.

## 2. Main Work Package

Funding under this task is expected to cover CM services through approximately August 2022. It is anticipated that an additional Service Order covering all services during construction (CM, technical support, assistance with Acceptance Testing, assistance with permit compliance) provided by the Owner's Advisor will be negotiated prior that date.



For the Main Work Package, the Consultant will conduct all tasks listed above for the EWP. In addition for the main work package the Consultant CM will work with the City to:

1. Assist the City with construction management planning, including defining the needed roles, responsibilities, and number of staff required for the City's construction management team, especially focused on the City's inspection role(s) and associated staffing levels required for construction.
2. Review the requirements of the Amended and Restated Design-Build Contract and develop compliance check-lists for use by the City's construction management team.

**B. Deliverables:** Consultant shall provide the following deliverables to the City's Project Manager:

1. Draft and Final CMOPs and updates as needed. Draft shall be provided within 2 weeks of mobilization to the EWP site. Final shall be provided within 2 weeks of receipt of City comments;
2. Review comments on Design-Builders meeting agendas, meeting notes, schedule updates, risk register updates, and updated decision logs provided within 3 days of receipt of documents;
3. Review comments on inspection reports / reports on issues of concern developed by the Design-Buider and/or City RE;
4. Review comments on City RE responses to City-directed RFIs from the Design-Builder;
5. Review comments on City RE concerns, as applicable, on RFI responses developed by Design-Builder's Engineer of Record;
6. Report on RFI and submittal status to the City provided monthly;
7. Review comments on City RE and SME comments on select construction submittals;
8. Maintenance of an up to date Change Request Log showing the status of review of Design-Builder's change requests;
9. RFC documentation documenting CMs evaluation and negotiation of each RFC for City RE review;
10. Report on RFC cost, schedule, and status provided monthly;
11. Monthly pay application review notes and written recommendations; and
12. Weekly Construction Issue Log provided as a PDF file.

**C. Completion Time:** The 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, 2022.

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. 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: Alicia Alba	Phone No.: 408.635.4003
Department: Environmental Services	E-mail: alicia.alba@sanjoseca.gov
Address: 700 Los Esteros Road	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: Grace Chow	Phone No.: 925.210.2365	3/25/21		
Address: 201 North Civic Drive #300 <u>Walnut Creek, CA 94596</u>	E-mail: GChow@brncald.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:			
1. Pat Tangora	Project Manager			
2. Mike Walkowiak	Lead Engineer	4/1/22		
3. Kent Edwards	EWP Construction Manager		X	

4. Humberto Acuna	Main Work Package Construction Manager		X	
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**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	CEQA and environmental field investigations and environmental permitting
2.Fugro Geospatial, Inc.	Geotechnical
3.HKIT Architects	Architectural
4.Corrosion Probe, Inc.	Corrosion Control

**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.	

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 No. 1: Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 201,749	\$ 0	\$ 2,250	\$ 0	\$ 203,999
Task No. 2: Preliminary Investigations	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 85,895	\$ 0	\$ 0	\$ 0	\$ 85,895
Task No. 3: Basis of Design Report	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 89,410	\$ 0	\$ 0	\$ 0	\$ 89,410
Task No. 4: 30% Design Completion Documents	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 103,935	\$ 0	\$ 0	\$ 0	\$ 103,935
Task No. 5: 60% Design Completion Documents	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 152,176	\$ 0	\$ 0	\$ 21,000	\$ 173,176
Task No. 6: Definitive Project Submittal and Definitive Contract Amendment Support	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 197,153	\$ 0	\$ 9,000	\$ 0	\$ 206,153
Task No. 7: CEQA & Permitting Support	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 0	\$ 0	\$ 0	\$ 57,719	\$ 57,719
Task No. 8: Support for Early Work Packages	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 22,549	\$ 0	\$ 5,500	\$ 0	\$ 28,049
Task No. 9: Additional Services						
Task No. 9.1: 30% Cost Estimate – Independent Estimate	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 66,440	\$ 0	\$ 0	\$ 0	\$ 66,440
Task No.9.2: 60% Cost Estimate – Independent Estimate	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Task No. 9.3: Additional Technical / Environmental Support / Additional Workshop Attendance	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 95,766	\$ 0	\$ 3,000	\$ 12,600	\$ 111,366
Task No. 9.4: CEQA Addendum	<input checked="" type="checkbox"/> Monthly	\$ 0	\$ 0	\$ 0	\$ 20,360	\$ 20,360

CPMS Contract No: 7758  
 Service Order No.: 3 (Second Amendment)  
 Consultant: Brown and Caldwell

Task 10: Construction Management for Early Work Package / Construction Management Planning for Main Work Package	<input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work <input checked="" type="checkbox"/> Monthly Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 442,824	\$ 0	\$ 30,452	\$ 0	\$ 473,276
<b>Maximum Compensation</b>		<b>\$ 1,457,897</b>	<b>\$ 0</b>	<b>\$ 50,202</b>	<b>\$ 111,679</b>	<b>\$ 1,619,778</b>

# 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 -012

Contractor: Brown and Caldwell

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

Phone: (925) 210-2365

Email: gchow@brncald.com

Contract Description: Second Amendment to Service Order 3 - Owner's Advisor Services during Preliminary Services Stage of the Digested Sludge Dewatering Facility Project

Term Start Date: 03/02/2020 Term End Date: 01/31/2023 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: \$1,619,778.00 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