

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

1a. CPMS Contract No.: 7758	1b. Master Agreement AC Contract No.: 28019		
2. Approved Service Order No. 5	Master Agreement Records Database Contract No.: 661904		
3. Consultant's Name: Brown and Caldwell, Inc. ("Consultant")			
4. Project Name: Owner's Advisor Services during Construction and Acceptance Testing of the Digested Sludge Dewatering Facility Project ("Project")			
5. Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF")			
6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.			
7. Budget/Fiscal:			
a. Current unencumbered amount in Master Agreement:	\$ 3,003,155.08		
b. Maximum Service Order Compensation for this Approved Service Order:	\$ 2,953,107.00		
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$ 50,048.08		
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>2,953,107.00</u>
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Authorized Signature: <u><i>Harpal Singh</i></u>			Date: <u>Jun 30, 2022</u>
8. Division Analyst Approval:	<u><i>Mary Crippen</i></u>	Date: <u>Jun 30, 2022</u>	
9. Consultant Approval:	<u><i>Jeffrey R Kivett</i></u> <small>Jeffrey R Kivett (Jun 30, 2022 07:17 EDT)</small>	Date: <u>Jun 30, 2022</u>	
10. Approval as to Form (City Attorney):			
<input checked="" type="checkbox"/> Service Order Form Approved by the Office of the City Attorney (There are no material changes to the provisions of the Approved Service Order Form.)			
<input type="checkbox"/> Approved as to Form:			
_____ (Sr.) Deputy City Attorney			Date: _____
11. City Director Approval:	<u><i>Napp Fukuda</i></u> <small>Napp Fukuda (Jun 30, 2022 16:42 PDT)</small>	Date: <u>Jun 30, 2022</u>	

Attachment A: Tasks

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.

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 ("Design-Builder") for the Project. In 2021, the City awarded an Early Works Package amendment to the Design-Builder, generally authorizing site preparation work and completion of 100 percent design. In March 2022, the City awarded the Definitive Contract Amendment to the Design-Builder, authorizing construction including Acceptance Testing.

The objective of this Service Order No. 5 (SO) is for the Consultant to support the City during the construction phase, as authorized by the Definitive Contract Amendment, by providing technical oversight of the Design-Builder's centrifuge confirmation testing; technical review of certain Design-Builder RFIs and submittals; construction oversight services, including providing a full-time construction manager and providing environmental permitting and monitoring support as needed; oversight of start-up, commissioning, and Acceptance Testing; and support during closeout of the Design-Build Agreement. Support will also include the Consultant's participation in certain project meetings, field observations, and review of and comment on certain plans developed by the Design-Builder as defined in more detail in the task descriptions below.

The SO consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Technical Support during Construction
- Task No. 3: Environmental Support during Construction

- Task No. 4: Construction Management
- Task No. 5: Support for Startup, Commissioning and Acceptance Testing
- Task No. 6: Additional Services (Optional)

REQUIREMENTS AND CONDITIONS FOR ALL SERVICES TO BE PROVIDED UNDER THIS SO

1. The Consultant shall be required to coordinate its work with the other groups working on the Dewatering Project including but not limited to:
 - a. City's CIP and O&M staff;
 - b. City's legal advisors;
 - c. Design-Builder, including its Construction Management and Engineering Services During Construction staff;
 - d. Inspection services procured by City or Design-Builder; and
 - e. Testing laboratories procured by City or Design-Builder.
 2. Consultant's Construction Manager ("CM") level of effort is based on one (1.0) full-time equivalent ("FTE") on a 90% availability (to account for holidays, vacations, and sick leave) basis for nineteen (19) months.
 3. The primary function of the Consultant's CM is to lead the CM Oversight Team and to oversee and coordinate field activities in this scope of work and to coordinate assistance from Consultant's Subject Matter Experts ("SMEs") and / or CIP SMEs via the City Contract Manager. Activities for the CM are described under Task 4. The roles for the Start-Up, Commissioning and Acceptance Testing Lead are described in Task 5.
 4. Consultant's off-site SMEs will be utilized on an as-needed basis to provide input to submittal and RFI reviews and other technical input as required by the Project.
 5. The level of effort and type of support required from the Consultant under this service order will be reviewed and discussed with the City on a quarterly basis.
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Task No. 1: Project Management

- A. Services:** Consultant's project manager ("PM") shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, and serve as the primary point of contact when communicating with the City. Consultant's PM shall manage the budget, schedule and invoicing. Consultant's PM shall also prepare and maintain a log to record decisions made by City throughout the Project and manage the quality of deliverables.

Consultant shall use the document management systems used by the RWF CIP. The systems included a Microsoft SharePoint site referred to as the CIP Portal and EADOC, which is a cloud-based design and construction management software.

Consultant shall follow the City's templates and guidelines. The deliverables submitted by Consultant shall conform to the City's templates and guidelines. The templates currently available include the following, most of which have been provided previously to the Consultant by the City:

- o Meeting Agenda;
- o Meeting Minutes;
- o Project Decision Log ("PDL");

- Project Quality Plan;
- Quality Management Certification;
- Quality Review Form
- Technical Memoranda;
- Technical Report;
- Risk Register;

Consultant shall perform the following project management activities:

1. Daily Oversight: Consultant shall oversee 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. Consultant will also coordinate with Design-Builder's staff as appropriate and necessary via the City's Contract Manager. The Consultant will work with the City's Contract Manager, to coordinate all work performed with other CIP projects currently underway to avoid duplication, confusion, or conflicts.
3. Teleconferences : Consultant shall participate in monthly status teleconferences with the City to discuss overall work progress and the status of near-term efforts and requirements. Communications that is more frequent may occur if necessary, and as requested by the City's Contract Manager. Consultant shall prepare agenda and meeting minutes for these monthly calls.
4. 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 how Consultant plans to complete field work, assessments, or investigations at the RWF. The HASP shall be updated as new conditions are encountered.
5. 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.
 - f. The quality management efforts that shall be addressed by Consultant in the QMP include:
 - Coordinating work products, milestones, and staff assigned for review activities;
 - Conducting milestone technical and readability reviews for deliverables;
 - Documenting comments and work product modifications in the PDL; and
 - Completing and submitting Quality Review Forms and Quality Management Certifications for draft and final deliverables.
 - g. 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, with the exception of review comments provided on the City's Quality Review Form, shall be reviewed by quality reviewers for technical correctness and completeness and proofread by a technical writer for readability prior to the submittal of the deliverable to the City. Consultant shall submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each draft and final deliverable. The City may request Consultant to submit additional evidence that Consultant is following the procedures in the QMP.

In addition, Consultant shall review and provide comments on any revisions and updates to the Design-Builder's Quality Management Plan.

6. 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.
7. 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. Monthly Progress Calls, Agendas, Materials (e.g., handouts and presentations), and Minutes
 - a. Draft agenda and materials shall be provided in an electronic editable file format three (3) Business Days in advance of the monthly 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 monthly call.
 - c. Draft minutes shall be provided in an electronic editable file format within three (3) Business Days after the monthly 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.
2. 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.
3. 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.
4. Monthly progress reports shall be provided as a PDF file by the 10th of the following month.
5. Monthly invoices shall be provided as one (1) PDF file by the 10th of the following month.

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, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Technical Support During Construction

A. **Services:** Under this task the Consultant will provide technical SME review of certain Design-Builder submittals, RFIs, and documents; provide support for the centrifuge confirmation test and centrifuge factory testing; provide periodic field observations of certain work by the Design-Builder; and advise the City on issues related to implementation of the Design-Build contract and change orders.

Consultant shall perform the following SME support activities:

1. SME Support for Review of Submittals, Deferred Submittals, and RFIs: Consultant shall provide SME input to review of those submittals identified as critical or semi-critical in the Design-Build Contract, including deferred submittals, and select RFIs as identified by the City Contract Manager or Consultant Construction Manager.
2. Support for and Observation of Centrifuge Confirmation Testing and Centrifuge Factory Testing.
 - a. Centrifuge Confirmation Test. Consultant will review and provide comments on Design-Builder's draft Centrifuge Confirmation Infrastructure Plan and draft Centrifuge Confirmation Test Plan. The City's PM will combine City comments and Consultant comments into a single document for transmittal to the Design-Builder via the EADOCs system. Consultant will review Design-Builder's responses to those comments and advise the City on whether issues should be considered closed or if follow-up questions and / or discussions should be held with the Design-Builder. Consultant will participate, upon City request, in any follow-up discussions if needed.

The Consultant will provide periodic field observations during the centrifuge confirmation test (approximately one or two days per week) and identify any potential issues for the City.

Consultant will review the Design-Builder's draft Centrifuge Confirmation Test Report and provide comments to the City. The City's PM will combine City comments and Consultant comments into a single document for transmittal to the Design-Builder via the EADOCs system. Consultant will review Design-Builder's responses to those comments and advise the City on whether issues should be considered closed or if follow-up questions and / or discussions should be held with the Design-Builder. Consultant will support any City negotiations, upon request, with the Design-Builder related to modifying the Full Acceptance Standards.

- b. Consultant will also review manufacturer's / Design-Builder's plan for centrifuge factory acceptance testing, will observe the factory test, and provide observations on the test and factory test report documentation to the City.

3. **Field Observations.** Consultant will support the City's CM team by providing periodic field observations of the structural, process mechanical and conveyance mechanical work by the Design-Builder as follows:
 - a. **Structural Reviews and Field Observations.** Consultant will assign a lead structural engineer to review structural inspection reports prepared by the Design-Builder's third party inspection firm. Consultant will also periodically visit the Project site to observe structural work and the third party inspections of that work. Consultant will identify any potential issues identified in the third party inspection reports or during Consultant's field observations and report them to the City. As requested, Consultant's lead structural engineer will participate in follow-up discussions with the Design-Builder.
 - b. **Process Mechanical Reviews and Field Observations.** Consultant will also assign a lead process engineer to review process mechanical inspection reports prepared by Design-Builder's third-party inspection firm and/or the Design-Builder's Engineer of Record. Consultant will also review manufacturer's certificates of proper installation. Consultant will periodically visit the Project Site (approximately once or twice a week during the peak 90-day period when process mechanical equipment is being installed and initially tested) when major process equipment (centrifuges, conveyors, loadout equipment) being installed and started up. Consultant will identify any potential issues identified in the third party EOR inspection reports or during Consultant's field observations and report them to the City. As requested, Consultant's lead process mechanical engineer will participate in follow-up discussions with the Design-Builder.
 - c. **Conveyance System Mechanical Reviews and Field Observations.** Consultant will assign a lead mechanical engineer to review conveyance mechanical inspection reports prepared by Design-Builder's third party inspection firm and/or the Design-Builder's Engineer of Record. Consultant will also review manufacturer's certificates of proper installation. Consultant will periodically observe Design-Builder's installation and startup of conveyance mechanical equipment (pump stations, pipelines). Consultant will identify any potential issues identified in the third party EOR inspection reports or during Consultant's field observations and report them to the City. As requested, Consultant's conveyance mechanical engineer will participate in follow-up discussions with the Design-Builder.
4. **Contract and Change Order Support.** As requested, Consultant will provide support to the City team regarding Design-Build Contract requirements and implementation. As requested, Consultant will also provide assistance, including cost reviews, of change order requests from the Design-Builder.

B. Deliverables: Review comments will be provided in the CIP-provided MS Excel Quality Review Form. Consultant will submit comments on the Design-Builder's submittals, RFIs, plans and reports within the time specified in the Design-Build Contract minus 3 days to allow time for the City to consolidate with City comments. Consultant will provide comments on inspection reports and comments based on Consultant's field observations within 2 days of receipt of the inspection reports from the City or within 2 days of the Consultant's field observation. Consultant will provide documentation related to contract and change order support as negotiated for each request with 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, 2023

On or before ____ Business Days from _____.

Task No. 3: Environmental Support During Construction

A. Services:

1. MMRP and Environmental Resources Orientation. Consultant shall prepare for and conduct up to two orientation sessions with City and Design-Builder staff to orient them to the types of protected environmental resources that may be encountered on-site habitat, protected species, and cultural resources and to the related requirements of the MMRP.
2. Mitigation Monitoring: Consultant shall periodically visit the site (approximately monthly) to observe construction and compliance with MMRP requirements, including set-backs. Consultant shall schedule actual field visits considering when impacts to protected species and habitats are likely to be most critical (i.e. during nesting season) and based on the type and location of construction work during those most critical periods. Consultant shall submit a field report to the City identifying any potential issues associated with compliance with the MMRP requirements. Following site restoration, Consultant shall conduct a final field walk through for compliance with MMRP requirements and shall provide a final report to the City to be included in the City's closeout documentation for the Design-Build Contract. In addition, in the event Design-Builder or City CM staff identify a potentially sensitive environmental resource, such as cultural resources or protected species, Consultant, at the request of the City, shall visit the site to help assess the issue and identify a plan of action. Forty (40) site visits are included for both the mitigation monitoring and on-call site visits.

Additional oversight or monitoring work by Consultant is not included in this task, but may, depending on the nature and extent of the issue, be covered all or in part under Task 6.

B. Deliverables: Field reports associated with mitigation monitoring and on-call site visits shall be provided to the City no more than 5 business days following field observations.

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, 2023
- On or before ____ Business Days from _____.

Task No. 4: Construction Management Services

A. Services: Consultant shall provide a full-time, on-site construction manager (CM) for the 19-month construction period. The overall responsibilities of the CM include leadership and oversight of activities conducted by the City's CM team, which includes City staff as well as staff from various consultants.

The CM shall monitor and observe the progress of the work on the site for all work packages and conduct their services in accordance with the appropriate provisions of the Construction Management Operations Plan ("CMoP"). CM shall keep monitoring and observation notes which will include, but will not be limited to, notation and documentation to reflect:

- Problems or issues encountered during the work and contributing factors.
- Compliance or non-compliance of work with drawings and specifications.
- Photos to document progress or areas of concern. Photos shall be in digital format and downloaded and backed up daily in a manner that permits their availability to City staff, and Design-Builder for review. Prints of pertinent photos for progress reports.
- Testing and test results.
- Safety issues.

- Disruptions or deviations in the work schedule.
- Support for permit compliance.

More specifically, the services provided by the CM consist of:

1. Construction Meetings. The CM shall attend the Design-Builder's daily construction meeting, weekly progress meetings, and any other subject-specific meetings that arise during the course of construction. Based on the daily meetings, CM shall work with the City's RE to organize and manage the day-to-day activities of the City's construction management team. CM shall provide comments on action items and management logs generated each week and presented at the weekly meeting.
2. Field Inspection Services and Special Inspection. CM shall work with the City's RE to schedule and oversee the work of inspectors provided by the City as well as the periodic field observations provided by Consultant under Task 2. CM shall work with the RE to obtain and review test results from the Design-Builder's special inspections as coordinated by the Design-Builder. CM will also advise the City on any additional testing required by the City's third-party inspection firm to verify the results provided by the Design-Builder.
3. Submittal Control and Review. CM shall work with the City's Project Manager and RE to coordinate submittal reviews and shall direct selected critical and semi-critical submittals to the Consultant's off-site SMEs and to City SMEs. Submittal reviews shall be managed through the City's EADOCs system.
4. RFI Review. RFIs will be managed in the City's EADOCs system, giving the CM Oversight Team the ability to flag those documents that may have cost or schedule impacts or require technical input. The CM shall work with the City's Contract Manager and RE to coordinate RFI reviews and to direct selected submittals to the Consultant's off-site SMEs.
5. Risk Register. CM shall review the Risk Register maintained by the Design-Builder and shall alert the City's Contract Manager and CM team to any risks potentially affecting the City or potentially resulting in claims from the Design-Builder.
6. Project Decision Log. Consultant shall review the Design-Builder's Project Decision Log (PDL) that documents the City's comments and decisions made related to the construction work. As applicable, the PDL may reference other documents such as meeting minutes, technical memoranda, and reports for all decisions made.
7. Change Management Control. CM shall work with the City's RE and construction documents control staff to implement, manage and maintain a change management system using EADOCs. This will include but not be limited to the following:
 - Manage and track all requests for change ("RFCs").
 - Independently evaluate change requests.
 - Maintain evaluation documentation for each RFC and RFC file.
 - Coordinate with the City and, as appropriate, the Consultant's SMEs to obtain independent cost estimates for change proposals, as directed by the City.
 - Participate with the City in negotiating change proposals.
 - Document negotiations.
 - Package and process all change requests.
 - Maintain and update the change request log.

- Confirm that the Design-Builder provides an updated cost report showing total costs of change requests and include in the monthly report. Also confirm that the updated cost report reflects potential costs of change items, approved costs for changes, total amount paid to date, and percentage complete for each change request.
8. Design-Builder Progress Payments. The CM will work with the City's RE to review and evaluate the Design-Builder's pay requests. This will include:
- Review claimed progress based upon evaluations of the work in progress. Evaluate monthly pay request in accordance with the Design-Builder's schedule of values and other contract requirements. Request missing documentation or address clarification issues with Design-Builder. Identify payment issues to the City and recommend actions. Keep pay application review notes or issue documentation, filed according to documentation procedures per the CmoP.
 - Package the foregoing progress payment documentation and send to the City along with a written payment recommendation. Following sign-off by the CM, the City will take the remaining steps to process and pay the invoice. File all documents according to agreed-upon documentation standards. This subtask assumes that the Design-Builder will submit one progress payment request per month.
9. Project and Document Controls. The CM will assist with the oversight of the CM team's document controls specialist to help ensure appropriate document logging into EADOCs, routing, distributing and filing. The CM will prepare weekly updated Construction Issue Logs for distribution to the City and Design-Builder.

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

1. Construction Meetings. Comments on meeting minutes, action items, and management logs shall be submitted within three (3) Business Days of the meeting.
2. Photos and photo log of areas of concern. Photos will be uploaded to the document management system within ten (10) Business Days of the observed conditions.
3. Submittal and RFI Control and Review. Comments will be coordinated, reviewed and consolidated into a single as a PDF file in order for the City to meet the submittal date obligations set for in the Design-Build Contract.
4. Risk Register. Comments on Design-Builder's Risk Register shall be submitted within five (5) Business Days of receipt.
5. Project Decision Log. Comments on Design-Builder's decision log shall be submitted within five (5) Business Days of receipt.
6. Change Management Control. The CM shall keep the change request log up to date on an ongoing basis.
7. Negotiation documentation for each RFC. Written comments from the City's CM team, City Project Manager, and Consultant SMEs shall be submitted as a PDF file in order for the City to meet the submittal date obligations in the Design-Build Contract.
8. Design-Builder Progress Payments. Monthly pay application review notes and written recommendations.
9. Project and Document Controls. Weekly Construction Issue Log provided as a PDF file.

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

- On or before the following date: December 31, 2023.
- On or before ____ Business Days from _____.

Task No. 5: Assistance with Startup, Commissioning, and Acceptance Testing Services

A. Services: Consultant shall provide a startup, commissioning and Acceptance Testing lead (AT lead) to perform the services under this task. Services will be including participation in meetings conducted by the City and / or Design-Builder. The frequency of these meetings is expected to increase as start-up gets closer. Specific activities conducted under this task include:

1. Planning for Startup, Commissioning and Acceptance Testing. AT lead shall provide oversight regarding planning for startup, commissioning and acceptance testing. Initial activities will include:
 - Identification of roles and responsibilities including roles provided by the City CM Team, Consultant SMEs, and City's O&M during startup, commissioning and Acceptance Testing. Roles and responsibilities will include identification of staff responsible for:
 - Facility access;
 - Documentation collection and review to support City requests for repairs and replacements to fulfill Design-Builder's preconditions to Acceptance;
 - City coordination lead for O&M staff training; and
 - O&M manuals reviews, completion, reproduction and distribution.
 - Review of Design-Builder's initial and final drafts of its Startup and Commissioning Plan and Acceptance Test Plan (which may be combined) for technical soundness and compliance with requirements identified in the Design-Build contract.
 - Review of Design-Builder's initial and final drafts of its Training Plan.
 - Identification of challenges related to obtaining and discharging test sludge flows.
 - Identification of City's operational challenges related to startup, commissioning and Acceptance Testing activities (i.e. maintenance of plant operations)
 - Attendance at Design-Builder-led planning meetings/presentations with the City (to be attended via teleconference) including:
 - Quarterly meetings to monitor progress of planning and staffing activities related to startup, commissioning and Acceptance Testing. Lead shall also track follow-through on work assignments in preparation for upcoming meetings.
 - Review Design-Builder's plans for tie-ins and/or bypasses.
 - Provide review comments on the agenda and meeting minutes.
2. Periodic Field Observations during Startup and Commissioning. As requested by the City, Consultant will periodically observe startup and commissioning activities at the site.
3. Acceptance Test Oversight. Consultant shall be on-site to observe the 30-day Acceptance Test and attend related meetings with the City and Design-Builder. Consultant shall advise the

City on issues that arise during the test. Consultant shall prepare a daily report to the City alerting the City to any issues suggesting that the Design-Builder may not be able to successfully complete the Acceptance Test and achieve the Performance Standards within the test's planned duration.

4. Review of Design-Builder's Acceptance Test Report. Consultant shall review the Acceptance Test Report prepared by the Design-Builder and shall provide review comments to the City. Consultant shall attend meetings with the City and Design-Builder to work through any issues related to successful completion of the Acceptance Test.

B. Deliverables: Comments on plans will be provided in the City-provided MS Excel Quality Review Form. Consultant will submit comments to the City by the date required in the Design-Build Contract minus three business days to allow the City to compile City and Consultant comments and submit them to the Design-Builder. Field reports and the Acceptance Test daily reports shall be submitted to the City within 2 days.

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, 2023
- On or before ____ Business Days from _____.

Task No. 6: Additional Services (Optional)

A. Services:

1. Additional Environmental Surveys or Training: Consultant has provided environmental field surveys required by the MMRP in conjunction with Design-Builder's Early Works Package under SO3. In the event that construction work is paused and depending on the duration and season of the pause, biological field surveys may need to be redone before active construction can restart. Detailed scopes for the specific field surveys that may need to be redone will be defined in task orders and will be consistent with the scopes included in SO3, as amended.
2. Extended Centrifuge Confirmation Testing: In the event Design-Builder's centrifuge confirmation test (see Task 2, Subtask 2) needs to be extended or redone, this optional task provides for continued Consultant periodic field observations during the extended test or retest (approximately one or two days per week over an additional four weeks.)

B. Deliverables: Specific scopes and budgets will be identified in the task orders. The timing and type of required deliverables will be identified in any task orders authorizing additional Consultant SME or subconsultant support.

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, 2023.
- On or before ____ Business Days from _____.

Attachment B: Terms and Conditions

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	Email: 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
<u>Consultant’s Contract Manager</u>					
Name: Grace Chow	Phone No.: 925-210-2365		02/16/22		
Address: 201 North Civic Drive #300 Walnut Creek, CA 94596	Email: GChow@brwncaled.com				
<u>Other Staffing</u>					
Name:	Assignment:	Email:			
1. Pat Tangora	Project Manager	ptangora@brwncaled.com	03/30/22		
2. Mike Walkowiak	Lead Engineer	mwalkowiak@brwncaled.com	01/17/22		

3. Humberto Acuna	Construction Manager	hacuna@brwncald.com	06/23/22		
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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. Corrosion Probe, Inc.	Corrosion Control

4. Contract Personnel: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant cannot 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.	

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement and **Exhibit B**, Basis of Compensation.

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	\$216,157	\$0	\$5,400	\$0	\$221,557
Task No. 2: Technical Support during Construction	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$662,230	\$0	\$14,200	\$12,600	\$689,030
Task No. 3: Environmental and Permitting Support during Construction	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$0	\$0	\$0	\$92,820	\$92,820
Task No. 4: Construction Management Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$1,704,532	\$0	\$0	\$0	\$1,704,532
Task No. 5: Support during Startup, Commissioning and Acceptance Testing	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$190,067	\$0	\$25,000	\$0	\$215,067
Task No. 6: Additional Services (Optional)	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$14,601	\$	\$5,000	\$10,500	\$30,101
Maximum Compensation		\$2,787,587	\$0	\$49,600	\$115,920	\$2,953,107

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: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 661904 -013

Contractor: Brown and Caldwell

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

Phone: 925-210-2365

Email: gchow@brwnald.com

Contract Description: Service Order 5 - Owner's Advisor Services during Construction and Acceptance Testing of the Digested Sludge Dewatering Facility Project

Term Start Date: Contract Date Term End Date: 12/31/2023 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: \$2,953,107.00 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: 05/15/2023

Department: ESD (76)

Department Contact: Alicia Alba / 635-4003

Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date