

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

- 1a. CPMS Contract No.: 7758 1b. Master Agreement AC No.: 28019
2. First Second Third Fourth Amendment to Approved Service Order No. 4
3. Consultant's Name: Brown and Caldwell ("Consultant")

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

Amendment Description: The second amendment to Service Order No. 4 adds budget for extending Project Management services through to the revised completion date in Attachment A.

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 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 Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.
- c. **Terms and Conditions – Attachment B:** The original First Revised Second Revised Attachment B is amended to read as set forth in the attached First Second Third Revised Attachment B.
- d. **Compensation Table – Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.
5. Each of the attachments to this amendment is incorporated herein by reference and supersedes in its entirety any corresponding attachment to the original Approved Service Order and any amendments thereto.

6. Consultant Approval:

Jeffrey R. Kivett

Email: jkivett@brwncald.com
Date: 02/06/2023 GMT

Date: _____

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:**

Attorney
Kevin Fisher
Assist City Attorney U
kevin.fisher@sanjoseca.gov

Assistant City Attorney: _____

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 02/06/2023 GMT

Date: _____

8. City Director Approval:

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 02/06/2023 GMT

Date: _____

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

- This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.
- The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$ 761,558.00 to \$ 1,095,558.00.

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

a.	Current unencumbered amount in Master Agreement:	\$ 334,375.02
b.	Service Order Compensation for this Approved Service Order Amendment:	\$ 334,000.00
c.	New unencumbered balance in Master Agreement:	\$ 375.02
d.	<p>Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maximum service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.</p> <p>Fund: <u>512</u> Appn: <u>7452</u> RC: <u>181265</u> Amount: \$ <u>334,000.00</u></p> <p>Division Analyst Approval: <u><i>Mary Crippen</i></u> Date: _____ <small>Email: mary.crippen@sanjoseca.gov Date: 02/06/2023 GMT</small></p> <p>Authorized Signature: <u><i>Harpal Singh</i></u> Date: _____ <small>Email: harpal.singh@sanjoseca.gov Date: 02/06/2023 GMT</small></p>	

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 4 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:

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's Contract Manager.

General Description of Project for which Consultant will Provide Services: The San José-Santa Clara Regional Wastewater Facility ("RWF"), formerly known as the San José/Santa Clara Water Pollution Control Plant, is currently undertaking numerous projects under the Capital Improvement Program ("CIP") to improve and upgrade facilities at the RWF.

The Project Management Services for the Digested Sludge Dewatering Facility ("Project") is needed to assist the City with the timely delivery of projects included in the CIP. The City desires to contract with Consultant for the provision of project management and engineering support services as further described below.

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

Services to be provided by Consultant under this SO shall be performed in accordance with the following documents, collectively referred to as "Program Documents":

- Adopted Plant Master Plan ("PMP") and Environmental Impact Report ("EIR")
- Adopted 2020-2024 CIP
- CIP Program Project Packages
- Master Project Schedule
- Project Delivery Model ("PDM")
- Program Execution Plan ("PEP")

The Program Documents are located on the CIP Portal, a centralized program collaboration website that serves as a communications, reporting, and document management hub for all City and Consultant staff involved with implementation and delivery of the CIP. The CIP Portal and related Program Documents are accessible via the following link and is hereby incorporated by reference: <https://sanjose.cipportal.com>.

The CIP Program Project Package (“Project Packages”) describes 33 project packages grouped into four major process areas: 1) Energy & Automation, 2) Plant-wide Facilities, 3) Solids Processing 4) Liquids Processing. The Project Packages provide planning level descriptions of the project background and need, estimated project cost, phasing and implementation schedule. Together, the Project Packages represent the estimated \$1.4 billion in capital investments to be made at the Wastewater Facility over the next ten years. Consultant staff assigned to perform project management and engineering support services in connection with implementation of the Adopted Five-year CIP will be responsible for managing and delivering their assigned Project scope, budget, and schedule in accordance with the City’s and program’s project delivery performance measures and metrics.

The Master Project Schedule describes the collective project schedules that have been established for the projects using the Oracle-based Primavera P6 software application. A baseline schedule has been established for each project to include: start and end date, duration by phase (i.e. feasibility/development, design, bid and award, construction, and post-construction), total project duration, and schedule variance. Consultant staff assigned to perform project management and engineering support services in connection with implementation of the CIP will do so in accordance with the Master Project Schedule.

The PDM describes the phases of a project’s life cycle (i.e. feasibility/development, detailed design, bid/award, construction, and post-construction) and the various inputs/outputs (deliverables), documentation, and approvals required for each stage of a project. Consultant staff assigned to perform project management and engineering support services in connection with implementation of the CIP will be required to follow the PDM.

The PEP describes the resources, processes, and systems associated with overall structure and delivery of the program. It details the program’s 1) mission, vision, and goals, 2) organizational structure including position roles, qualifications, responsibilities, and levels of authority, 3) plans and procedures for governing activities at both the program and project levels, 4) project-level guidance for managing projects from conceptual planning through final acceptance, 5) tools, systems, and reports for scope, schedule, and budget controls, and 6) Facility operational strategy, asset management strategy, knowledge transfer strategy, financing strategy, etc. Consultant staff involved with implementation and delivery of the CIP will be required to follow the PEP.

The above description of the Program Documents is not intended to be all-inclusive. These documents are considered “living” documents and will be updated from time to time in order to reflect the program’s evolving needs and objectives as mutually agreed to between City and Consultant.

The Project Manager resource to be furnished by Consultant under this SO shall meet the minimum qualifications, skills, competencies and experience by resource type as defined in Appendix A of the PEP. Resource assignments and substitutions shall be subject to approval by the CIP Program Director.

Task No. 1: Project Management

- A. Services:** Consultant shall provide project manager services on a continuous time and material basis to assist City with delivery of the Project. Consultant’s staff assigned to the Project Manager role shall perform the duties needed for the Project as described in Appendix A of the PEP and as additionally described in this SO, which includes, but is not limited to the following: It

is noted that duties describe below and in Appendix A are a comprehensive list of duties and not all duties will be required for the project. Consultant will perform duties consistent with the needs of the project.

1. Develop, update, and provide overall management of the Project scope, schedule, and budget
2. Support City in the development of third-party design, design-build, and/or other specialty consultant scopes of work; preparation of procurement documents such as Request for Expressions of Interest (RFEIs), Request for Qualifications (RFQs), and Request for Proposals (RFPs); evaluation of Statement of Qualifications (SOQs)
3. Support City in negotiating, preparing, and executing third-party consultant contracts, service orders, and amendments.
4. Evaluate and recommend a preferred delivery method for Project. If design-build is selected by City, prepare an informational memo for City's approval.
5. Support City in the day-to-day management and review of third-party consultants' contracted scope of work, performance, deliverables, and invoices
6. Coordinate and provide technical review of design submittals including but not limited to feasibility studies, condition assessment reports, engineering calculations, conceptual design reports, 30-60-90-100% design documents (scope, schedule, cost estimates)
7. Work with City's Planning Department and Program's Environmental Team to obtain appropriate CEQA clearance and biological permits
8. Evaluate wastewater technology and equipment selection and recommendations
9. Utilize City and program project delivery tools and standard practices in the day-to-day management of Project (e.g., monthly expenditure reports, decision logs, risk registers, stage gates, etc. as defined in the PEP, PDM, and/or CIP Portal)
10. Prepare the final Project bid package and plans & specifications advertisement recommendation memo for City's approval and bidding
11. Develop working knowledge of City's Capital Program Management System (CPMS) and BidSync systems
12. Evaluate and prepare responses to Request for Information (RFIs), preparing written Addenda(s), attending bid openings, evaluating bid packages, and performing contractor reference checks
13. Evaluate and prepare responses to bid protest(s)
14. Prepare bid and award recommendation memos for City's approval
15. Attend Treatment Plant Technical Advisory Committee (TAC) meetings, Treatment Plant Advisory Committee (TPAC) meetings, Transportation and Environment Committee (T&E) meetings, and/or City Council meetings in support of Project recommendations, as requested by City
16. Support City in the development of third-party construction management and/or other specialty services (e.g. specialty inspections, systems integration, start-up and commissioning, etc.) scopes of work; preparation of procurement documents such as Request for Expressions of Interest (RFEIs), Request for Qualifications (RFQs), and Request for Proposals (RFPs); evaluation of Statement of Qualifications (SOQs), as applicable
17. Support City in negotiating, preparing, and executing third-party construction management and/or other specialty services contracts, as applicable

18. Support City in the day-to-day management and review of third-party construction managers' and/or specialty consultant services contracted scope of work, performance, deliverables, and expenditures, as applicable
19. Coordinate with Resident Engineer and monitor construction progress and construction contractor performance in conjunction with the program's construction administration staff
20. Participate in value management activities through the Project's life cycle as defined in the PEP, PDM, and/or CIP Portal
21. Participate in Project and program meetings and workshops including but not limited to:
 - i Project Initiation Meeting
 - ii Project Team Meetings
 - iii Project Stage Gate Meetings
 - iv Project Kick-off Meeting, Conceptual Design Review Meeting/Workshop, 30-60-90-100 Design Review Meetings/Workshops, Value Engineering Meetings/Workshops, HazOp Workshops, etc.
 - v Project Managers Meetings
 - vi Construction Coordination Meetings
 - vii Biweekly or Monthly Package Managers Meetings
 - viii Program Leadership Meetings
 - ix Project Closeout/Completion Meeting
 - x CIP/O&M Coordination Meetings, as requested
 - xi Other meetings, as requested by City
22. Coordinate, schedule, facilitate, prepare for, and follow up on above-mentioned meetings, as required.
23. Prepare updates for monthly Project progress reports (internal & external)

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

C. Completion Time: 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, 2023.

On or before ___ Business Days from _____.

First Second Third **Revised Attachment C: Compensation Table**

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

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task 1 Project Management	<input checked="" type="checkbox"/> Monthly	\$1,095,558	\$0	\$0	\$0	\$1,095,558
	<input type="checkbox"/> Completion of Task(s)					
	<input type="checkbox"/> Completion of Work					
Maximum Compensation		\$1,095,558	\$0	\$0	\$0	\$1,095,558

EXHIBIT 1: PROJECT MANAGEMENT DELIVERABLES

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

A. Project Planning

1. Project initiation form

B. Project Scoping

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

C. Project Alternatives

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

D. Conceptual Design

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

E. Preliminary Design

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

F. Detailed Design

1. Updated project work plan
2. CEQA Environmental Measures Technical Memorandum
3. 60% technical specifications and drawings
4. Process control narrative

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

G. Bid and Award

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

H. Construction and Commissioning

1. Updated project work plan
2. Fully Executed Contract
3. Notice to Proceed
4. Written responses to contractor Request For Information (RFI) requests
5. Punch list
6. Approved Start-up and Commissioning Plan and Form
7. Operational Report
8. Certificate of Proper Installation (COPI)
9. Functional Testing Report
10. O&M Manual
11. Training Plan

12. Stage gate presentation or checklist

I. Post Construction

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

J. General Project Management

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