

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

1a. CPMS Contract No.: 9438-3	1b. AC Contract No.: 31413
2. Approved Service Order No. 4	Master Agreement Records Database Contract No.: 666256
3. Consultant's Name: CDM Smith Inc. ("Consultant")	
4. Project Name: Deputy Principal Construction Manager Services through FY 22-23 ("Project")	
5. Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF"), 700 Los Esteros Road, San Jose, CA 95134	
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), "C" (Compensation Table), and "D" (Level of Effort), which are incorporated herein by references.	
7. Budget/Fiscal:	
a. Current unencumbered amount in Master Agreement:	\$ 7,765,716.75
b. Maximum Service Order Compensation for this Approved Service Order:	\$ 861,098.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$ 6,904,618.75
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>7481</u> RC: <u>171620</u> Amount: \$ <u>861,098.00</u>	
Fund: _____ Appn: _____ RC: _____ Amount: \$ _____	
Fund: _____ Appn: _____ RC: _____ Amount: \$ _____	
Authorized Signature: <u><i>Harpal Singh</i></u>	Date: <u>May 11, 2022</u>
8. Division Analyst Approval: <u><i>Mary Crippen</i></u>	Date: <u>May 11, 2022</u>
9. Consultant Approval: <u><i>Tom Frisher</i></u> <small>Tom Frisher (May 11, 2022 10:12 PDT)</small>	Date: <u>May 11, 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: _____ Date: _____ (Sr.) Deputy City Attorney	
11. City Director Approval: <u><i>Napp Fukuda</i></u> <small>Napp Fukuda (May 16, 2022 10:45 PDT)</small>	Date: <u>May 16, 2022</u>

Attachment A: Tasks

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:

Construction management services for RWF CIP projects is currently provided by the City's Public Works Department ("PW"). In addition to having a team of PW construction management ("CM") staff co-located onsite at the RWF, the team is further supplemented by third-party construction management and special inspection consultant staff who provide experienced construction resources to support the CIP. The CIP currently has 17 PW staff and 18 consultant construction management staff onsite to deliver 10 construction projects totaling approximately \$780 million in value.

In addition, there are 11 CIP projects in various stages of feasibility/development or design, totaling approximately \$200 million in value, which are expected to advance into construction within the next five years. These are large multi-disciplinary projects with complex schedules and interfaces, which will require significant construction management resources and expertise to deliver. The current forecast shows the volume of construction work peaking in 2022-2023.

The objective of Service Order No. 4 ("SO") is for the Consultant to perform Deputy Principal Construction Manager ("DPCM") services to help deliver construction projects for the CIP. This SO consists of the following tasks:

- Task 1: Project Management
 - Task 2: Deputy Principal Construction Manager Services
-

Task No. 1: Project Management

- A. Services:** Consultant Project Manager for the Project shall make staffing assignments, review, and track work progress, and serve as the primary point of contact when communicating with the City. Consultant Project Manager shall manage the consultant and sub consultant staff, SO budget, project construction contingency, construction schedule and monthly invoicing of the construction services provided.

Consultant shall follow the City's standards, CIP Construction Administration Plan ("CIP CAP") and contract documents.

Consultant shall perform the following project management activities.

1. Daily Oversight: Consultant Project Manager shall oversee the daily management of SO scope, deliverables, including monitoring and evaluating safety, quality, construction cost and schedule, staff budget, and performance of the DPCM.
2. Coordination: Consultant shall coordinate work with its staff, City staff, design engineer, contractor, subcontractors as appropriate, and requested by the City. All work performed should be coordinated with other CIP construction projects currently underway to avoid duplication, confusion, or conflicts.
3. EADOC Software: Consultant shall utilize the Bentley ProjectWise CM, formerly known as EADOC, the CIP's web-based document management system for correspondence among the

contractor, design engineer and the City on construction documents, including pay applications, submittals, Request for Information ("RFI"), Design Change/Clarification Memo ("DCM"), construction schedule, Potential Change Order ("PCO"), Contract Change Order ("CCO"), Notices to contractors, inspection reports and testing results. Consultant shall manage and track all construction documents in the Bentley ProjectWise CM and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution. The City will provide training on how to use the Bentley ProjectWise CM. The City may change the document management system during the contract and Consultant shall utilize any new systems adopted by the City.

4. **Health and Safety Plan:** Consultant shall prepare and submit a Health and Safety Plan ("HASP") for the portion of Consultant's work that will involve field work, assessments, inspection, or investigations. The HASP shall describe Consultant's confined space entry program, compliance with COVID-19 requirements and guidelines, and how Consultant plans to complete field work at the RWF. The HASP shall be consistent with the CIP safety requirements and shall be updated as new conditions are encountered.
5. **Monthly Progress Reports:** Consultant shall prepare and submit a monthly progress report for the Project by the tenth of each month. The monthly progress report shall summarize the progress made on each task of the SO for the month, estimate the overall project's percent completion, and include an estimated cost at completion, consultant's staff cost at completion, and forecast schedule at completion. The monthly report shall also address any potential change orders, significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting construction milestones due within the next thirty (30) calendar days for some reason beyond the Consultant's control).
6. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month. Each invoice shall be accompanied by the monthly progress report for the invoice's billing period.

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

1. HASP provided as a PDF file;
2. Monthly progress reports provided as a PDF file; and
3. Monthly invoices provided as a PDF file with each monthly progress report.

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

- On or before the following date: June 30, 2023
- On or before ____ Business Days from _____.

Task No. 2: Deputy Principal Construction Manager

A. Services: CONSULTANT shall provide one (1) full-time Deputy Principal Construction Manager on a continuous time and material basis to co-manage all CIP CM staff and projects under construction, in coordination with the CITY's Principal Construction Manager ("PCM").

1. The PCM shall perform the administrative tasks relating to all RWF CIP City staffing and budgeting, consultant staffing & budgeting, all project budget and contract administration, project contractual administration and all program administrative tasks.
2. The DPCM shall perform the management tasks relating to all RWF CIP construction projects, from implementation through project close out. The DPCM shall actively direct and manage all construction management administrative staff, project personnel, and inspection staff. The DPCM shall provide direct oversight on all construction processes, procedures and systems to

promote proper project execution and integration into the operating facilities.

The DPCM, as directed by the CITY, shall perform the following activities:

1. Review the recommendations in of the CIP's construction management technical memorandums as provided by the City.
2. Review the CIP's Construction Administration Plan ("CAP")
3. Manage the CAP, including:
 - a. Implement all procedures and processes in the CAP through CM staff.
 - b. Implement training on the CAP in coordination with the PCM.
 - c. Recommend revisions or improvements to the CAP to the PCM.
4. Manage and direct CM Administrative Staff, including:
 - a. Confirm that all administrative staff are adhering to procedures and processes identified in the CAP.
 - b. Supervise the CM Project Controls Lead and Testing, Startup, and Commissioning ("TSC") Lead to confirm performance within each position's role & responsibilities, as defined in the CAP.
5. Manage and direct CM project staff, including:
 - a. Oversee staff on a daily basis; provide management guidance and technical support; and promote adherence with all project reporting processes in coordination with the PCM.
 - b. Attend all project progress meetings to determine competence of the project CM team members and perform assessment on adherence with the CAP procedures and processes.
 - c. Provide guidance, advice, and direction to improve efficiency and effectiveness of CM staff and project progress meetings.
 - d. Conduct monthly review meetings with each CM project team, the CM Project Controls Lead, and the TSC Lead to identify safety, schedule, budget, and quality issues to jointly determine potential solutions.
6. Manage CIP projects under construction:
 - a. Oversee and direct all CM project teams and contractor engagement to confirm proper project execution.
 - b. Oversee the Program Master Construction Schedule and Master Construction Budget. Develop and implement monthly reporting protocols.
 - c. Oversee the TSC guidelines and Plan draft outline for the development of future startup plans for projects under construction. Develop and implement monthly reporting protocols.
 - d. Meet with the PCM on a weekly basis to discuss status, current issues and potential solutions on all project schedules, budgets, quality issues and integration with City Operations and Maintenance staff ("O&M").

- e. Attend and participate in the CIP / CM Monthly Review Meeting to report on and discuss status, current issues and potential solutions on all project schedules, budgets, quality issues and integration with O&M.
7. Participate in Project and CIP meetings including:
- a. Program Team Leadership meetings
 - b. CIP/O&M Coordination meetings
 - c. Package Manager meetings
 - d. Package Performance meetings
 - e. CM/CIP meetings
 - f. Other project and programmatic meetings/workshops, as requested by CITY

B. Deliverables: The following deliverables shall be completed in accordance with the frequency and definition outlined within the Program Execution Plan ("PEP"):

- 1. Reporting protocols for Program Master Construction Schedule and Master Construction Budget
- 2. Reporting protocols for TSC plans
- 3. Monthly status reporting of projects in construction for CIP Leadership.
- 4. Recommendations for improvements to the CAP, including updated processes, templates, role/responsibility definitions.
- 5. Documents in support of program staff, package managers, subject matter experts
- 6. Presentations, documents, and other materials for training sessions

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

- On or before the following date: June 30, 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: Shelley Guo	Phone No.: (408) 793-4132
Department: Public Works	E-mail: shelley.guo@sanjoseca.gov
Address: 4245 Zanker 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: Tom Frisher	Phone No.: (925) 322-3081	02/16/22		
Address: 2300 Clayton Road, Suite 950, Concord, CA 94520	E-mail: frishertr@cdmsmith.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1. Matthew Smith	Deputy Principal CM	01/17/22		
2. Mark Takemoto	Project Manager	01/17/22		
3.				
4.				

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

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

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

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

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

<u>Personnel/Agency Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

5. Travel Expenses: Refer to Exhibit B: Basis of Compensation, Item 3.1 Travel Expenses in the MCA (Master Consultant Agreement).

Name	Home Office
Matthew Smith	Carlsbad, CA

6. **Consultant Staff Designation:** Pursuant to Exhibit B of the Agreement, the following Consultant Staff are designated as Onsite Staff for the purpose of determining the applicable Multiplier under this SO. All staff not listed below are Offsite Staff for this SO.

Name	Designation
Matthew Smith	Onsite

7. **Leased Apartments:** Pursuant to Exhibit B, Section 3.1 of the Agreement, the maximum allowable compensation for a leased apartment will be \$4,250 per month under this SO. The following Consultant staff are eligible for leased apartments:

Name
Matthew Smith

CPMS Contract No.: 9438-3
 Service Order No. 4
 Consultant: GDM Smith Inc.

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 1 Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$66,001	\$	\$	\$	\$66,001
Task 2 Deputy Principal CM	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$703,117	\$	\$91,980	\$	\$795,097
Maximum Compensation		\$769,118	\$	\$91,980	\$	\$861,098

Attachment D: Level of Effort

Staff List:

Staff Name	Employee / Subconsultant / Contract Personnel	Role	Onsite / Offsite	Actual Hourly Salary Rate (\$/hr)	Multiplier / Markup (per MCA)	Est. Billing Rate (4/1/22 to 3/31/23)	Est. Billing Rate (4/2/23 to 3/31/24)
Tom Frisler	Employee	Contract Manager	Offsite	117.09	3.08	\$360.64	\$371.46
Mark Takemoto	Employee	Project Manager	Offsite	103.96	3.08	\$320.20	\$329.80
Matt Smith	Employee	Dep. Principal CM	Offsite	130.41	2.45	\$319.50	\$329.09
Paul Opem	Employee	Safety Lead	Offsite	62.02	3.08	\$191.02	n/a
Cristine Wood	Employee	PM Administrator	Offsite	54.47	3.08	\$167.77	\$172.80

Actual Hourly Salary Rate: hourly rate paid by consultant to employee, subconsultant, contracted personnel
 Multiplier rate is used for consultant employees; Markup is used for Subconsultants, and Contracted Personnel

Estimated Hours for each Consultant Staff in Fiscal Year 2021-2022:

Fiscal Year	2021-2022						2022-23								
	Month	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Tom Frisler	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Mark Takemoto	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Matt Smith	156	156	156	156	156	156	156	156	156	156	156	156	156	156	156
Paul Opem	2														
Cristine Wood	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Total Hours/month	175	173	173	173	173	173	173	173	173	173	173	173	173	173	173

Hours in each month = number of working days in a month (e.g. 20 to 24 days) x 8 hours per day

Task	Task Title	Column 3 Multiplier Compensation	Column 4 Contract Personnel	Column 5 Reimbursable Expenses	Column 6 Subconsultant Costs	Column 7 Total Compensation
Task 1	Project Management	\$66,001	\$	\$	\$	\$66,001
Task 2	Deputy Principal CM	\$703,117	\$	\$91,980	\$	\$795,097
	Maximum Compensation	\$	\$769,526	\$91,980	\$	\$861,098

Note: Hours Shown in this Attachment D are for estimating purposes only. Actual hours billed will be in accordance with 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.

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 # 666256-006

Contractor: CDM Smith, Inc.

Address: 2300 Clayton Road, Suite 950, Concord, CA 94520

Phone: (925) 322-3081

Email: frishertr@cdmsmith.com

Contract Description: Service Order 4 - Deputy Principal Construction Manager Services through FY 22-23

Term Start Date: Contract Date Term End Date: 06/30/2023 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: \$861,098.00 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.: 5277362010

Expiration Date: 03/15/2023

Department: ESD (76)

Department Contact: Shelley Guo / 793-4132

Customer (Finance Only): ^^^ ^^^^^^^^^^^^^^^^^

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date