

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

- 1a. CPMS Contract No.: 9443 1b. Master Agreement AC No.: 31587
2. First Second Third Fourth Amendment to Approved Service Order No. 02
3. Consultant's Name: PMA Consultants LLC ("Consultant")

Project Name: Digester and Thickener Facilities Upgrade Schedule Analysis and Claims Review ("Project")

Amendment Description: This amendment extends the completion date for Task 1 (Project Management), Task 2 (Schedule Delay Analysis), and Task 3 (Additional Services).

4. The above-referenced Approved Service Order is amended as follows:

- a. **Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Budget/Fiscal Attachment Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.
- b. **Tasks – Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.
- c. **Terms and Conditions – Attachment B:** The original First Revised Second Revised Attachment B is amended to read as set forth in the attached First Second Third Revised Attachment B.
- d. **Compensation Table – Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.
- e. **Level of Effort – Attachment D:** The original First Revised Second Revised Attachment D is amended to read as set forth in the attached First Second Third Revised Attachment D.
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:** *Angel Ripepi* Jun 14, 2022
Angel Ripepi (Jun 14, 2022 14:18 PDT) 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:

(Sr.) Dept. City Attorney: _____ Date: _____

8. **City Director Approval:** *Mariana Chavez Vazquez* Jun 16, 2022
Mariana Chavez Vazquez (Jun 16, 2022 10:01 PDT) Date: _____

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 02 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:

General Description of Project for which Consultant will Provide Services:

The Digesters and Thickener Facilities Upgrade Project (Digester Project) includes the rehabilitation of four digesters to operate as a temperature-phased anaerobic digesters; rehabilitation of six dissolved air flotation thickener units to operate as co-thickening units; and construction of a new primary sludge screening facility, two new electrical buildings and associated electrical equipment, an external elevated gas piping system and gas flare system, and miscellaneous civil works. Construction started in August 2016 and substantial completion is expected in October 2021.

The original contract duration for the Digester Project was 790 workdays. In November 2017, the City Council approved an extension of 140 workdays to cover regulatory changes. In June 2018, the City Council approved a second extension of 133 workdays to cover the impacts of seismic re-design and hazardous materials issues. Since 2018, the contractor has submitted additional claims for time extension and extended overhead through March 2021 for additional time, totaling 257 workdays. In addition, the Contractor has submitted a request for extended Builder's Risk cost through June 01, 2021 and has notified the City that it intends to submit further extended Builder's Risk cost. The Contractor has also advised the City that it is preparing a claim for delay and disruption and that it may submit this claim to the City.

The objective of this Service Order ("SO") is for the Consultant to review the Contractor's claims and perform construction contract schedule delay analysis and cost evaluation associated with schedule delays for the Digester Project.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: Schedule Delay Analysis
- Task No. 3: Additional Services (Optional)

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 follow the City's standards, CIP Construction Administration Plan ("CIP CAP") and contract documents. The Consultant shall utilize the City's selected program and project schedule control tools and processes including Oracle Primavera P6, PrimaViewer, and the Loadspring Cloud Platform. Consultant shall perform the following project management activities.

1. **Daily Oversight:** Consultant shall oversee the 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. All work performed and all work products should be coordinated with other CIP projects currently underway to avoid duplication, confusion, and conflicts.
3. **Progress Meetings:** Consultant shall organize and facilitate meetings as requested to discuss the Project's Claims review progress and any other issues as needed. Meetings shall be held as determined by the City. Topics discussed at the meetings shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the meetings and shall prepare meeting minutes following each meeting.
4. **Monthly Progress Reports:** Consultant shall prepare and submit a Monthly Progress Report by the tenth of each month, unless requested otherwise by the City's Contract 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. The Monthly Progress Report shall also include any significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next 30 days for some reason beyond their control).
5. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month, unless requested otherwise by the City's Contract Manager. 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 Reports shall be provided as a PDF file.
2. Monthly invoices shall be 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 times is marked:

- On or before the following date: September 30, 2022.
- On or before ____ Business Days from _____.

Task No. 2: Schedule Delay Analysis

A. Services: To assist the City with analysis and evaluation of the Contractor's claims on the Digester Project, the Consultant shall perform any or all the following activities:

- a. Perform initial assessment of Contractor's 125 working day (wd) delay and subsequent requests through March 2021 totaling an additional 130wd. The Contractor is requesting time related extended daily overheads (TROs) for these time extension requests. The

Contractor has made several submissions of these TROs and has indicated that it is continuing to evaluate its TRO calculations.

- b. Obtain and perform initial review of key background documents regarding the Digester Project, contract terms and conditions, baseline schedules and progress updates, time impact analysis ("TIA") submittal requirements, past TIAs by the Contractor, TROs since January 2020, including builder's risk compensation, and other relevant background documents.
- c. Attend up to sixty (60) meetings with City and program/project consultant staff to discuss questions regarding TIA, TRO, builder's risk, and/or supporting documents or any suggestions regarding additional information City should consider asking from Contractor. Discuss Consultant's opinions on merit of Contractor's requests and present Consultant's findings/recommendations. Allow up to one-half (1/2) hour per meeting.
- d. Attend up to twelve (12) weekly meetings with City and Contractor to request additional information and to discuss the Consultant's review of the Contractor requests and claims. Allow up to two (2) hours per meeting.
- e. Following the meetings, perform additional study, as requested by City.
- f. Draft report and/or presentation summarizing Consultant's findings and recommendations and basis for the 125 and 130 wd time extension requests and related TROs.
- g. Address comments provided by City based on its review of Consultant's report and/or presentation.
- h. Finalize Consultant's report and/or presentation.

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

1. Preliminary findings report on 125 and 130 wd time extension requests due one month after all documents are provided by City's Contract Manager
2. Draft Report and/or presentation summarizing Consultant's findings and recommendations
3. Final Report and/or presentation

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, 2022.
- On or before ____ Business Days from _____.

Task No. 3: Additional Services (Optional)

A. Services: Upon written authorization from the City's Contract Manager, the Consultant shall assist the City with further analyses and evaluations of the Contractor's claims on the Digester Project. There is no guarantee that the following services will be authorized by the City:

- a. Review and assess Contractor's additional claims for delays, inefficiency or disruption, associated time extension requests, TIA, TROs, and builder's risk compensation.

- b. Attend up to twenty (20) meetings with City and program/project consultant staff to discuss questions regarding TIA, TRO, builder's risk, inefficiency/disruption claims and/or supporting documents or any suggestions regarding additional information City should consider asking from Contractor. Discuss Consultant's initial opinions on merit of Contractor's requests and present Consultant's findings/recommendations. Allow up to one-half (1/2) hour per meeting.
- c. Attend up to four (4) weekly meetings with City and Contractor to request additional information and to discuss the Consultant's review of the Contractor requests and claims. Allow up to two (2) hour per meeting.
- d. Draft report and/or presentation summarizing Consultant's findings and recommendations and basis for claims.
- e. Address comments provided by City based on its review of Consultant's report and/or presentation.
- f. Finalize Consultant's report and/or presentation.

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

- 1. Preliminary findings report due one month after all documents are provided by City's Contract Manager
- 2. Draft Report and/or presentation summarizing Consultant's findings and recommendations
- 3. Final Report and/or presentation

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, 2022
- On or before ____ Business Days from _____.

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 # 666445-007

Contractor: PMA Consultant LLC

Address: 99 S. Almaden Blvd., Suite 600, San Jose, CA 95113

Phone: (213) 308-2125

Email: aripepi@pmaconsultants.com

Contract Description: Third Amendment to Service Order 2 - Digester and Thickener Facilities Upgrade Schedule Analysis and Claims Review

Term Start Date: 03/18/2021 Term End Date: 09/30/2022 Extension: Yes

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: \$527,590.00 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.: 7893110101

Expiration Date: 02/15/2023

Department: ESD (76)

Department Contact: Anthony Pascua / 4086354007 Customer (Finance Only): ^^^ ^^^^^^^^^^^^^^^^^

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date