

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

- 1a. CPMS Contract No.: 9855-4 1b. Master Agreement AC No.: 32245
2. First Second Third Fourth Amendment to Approved Service Order No. 2
3. Consultant's Name: Brown and Caldwell ("Consultant")

Project Name: New Headworks Access Road – Alternatives Analysis and Conceptual Design ("Project")

Amendment Description: This first amendment extends the completion date for all tasks from February 28, 2023 to June 30, 2023. Geotechnical Investigation and Engineering Analysis services has been added to Task No. 2 (Alternatives Analysis) and a geotechnical investigation subconsultant has been added to Attachment B. There is no change in total compensation.

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: *Ashah Shah* Date: 03/21/2023

Email: ashah@brwncald.com
Date: 03/21/2023 GMT

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.) Deputy City Attorney: *Rosalia Burguena Tapia* Date: 03/21/2023

Email: rosalia.burguena-tapia@sanjoseca.gov
Date: 03/21/2023 GMT

8. City Director Approval: *Napp Fukuda* Date: 03/21/2023

Email: napp.fukuda@sanjoseca.gov
Date: 03/21/2023 GMT

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

General Description of Project for which Consultant will Provide Services:

Staff at the San José-Santa Clara Regional Wastewater Facility (“RWF”) identified the need for a permanent roadway from the construction-enabling entry gate to the new Headworks 3 transfer point for septic hauling and chemical trucks. The Project will construct a new 1,600 linear-foot road from the end of the pavement west of the Zanker Road gate to the edge of pavement near Emergency Basin Overflow Structure (“EBOS”), which will include proper drainage and protect the surrounding areas from spillage that may occur during septic hauling. The road is expected to be used and maintained after the temporary construction-enabling area is reverted to open space in the next five to ten years.

The objective of this Service Order (“SO”) is for the Consultant to perform alternatives analysis and conceptual design services. The alternatives analysis shall consider stormwater management strategies for the road design at the Project location.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: Alternatives Analysis
- Task No. 3: Conceptual Design Services

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 include a Microsoft SharePoint site referred to as the CIP Portal.

Consultant shall follow the City’s templates and guidelines that are provided by the City. The deliverables submitted by Consultant shall conform to the City’s templates and guidelines in PDF format unless specifically noted in the Deliverables section. The City will provide access to these templates and guidelines no later than ten (10) Business Days following the Kickoff Meeting. The templates and guidelines currently available include the following:

- CIP Cost Estimating Manual;
- Design Guidelines;
- Division 0 and Division 1 Specifications;

- Meeting Agenda;
- Meeting Minutes;
- Project Decision Log (PDL);
- Project Quality Plan;
- Quality Review Form;
- Risk Matrix and Assessment;
- Technical Memorandum;
- Technical Report;

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. Work performed and work products should be coordinated with other CIP projects currently underway to avoid duplication, confusion, and conflicts. Communication with other City CIP project teams will be lead and coordinated by the City.
3. Teleconferences: Consultant shall participate in status teleconferences every other week with the City to discuss overall work progress and the status of near-term efforts and requirements. Communication that is more frequent may occur if necessary, and as requested by the City's Contract Manager. Based on the draft project schedule, 18 meetings, each to be attended by two (2) staff with 30 minutes, budgeted for this task. Consultant will provide services up to the limit of the task budget.
4. Project Work Plan: Consultant shall prepare and submit a Project Work Plan ("PWP") detailing tasks to be performed, schedule, deliverables (including their requirements and resources needed), and risk management plan. The PWP does not need to be updated monthly.
5. Project Schedule: Consultant shall prepare and maintain a Project schedule utilizing the Critical Path Method technique and electronic scheduling software (e.g., Primavera or Microsoft Project). The schedule shall adopt a work breakdown structure that reflects the Project scope and that is based on City Business Days for activity durations (i.e., start and finish dates) and link activities with the appropriate logic (i.e., predecessors and successors). The schedule shall include required constraints, sequences, milestones, and a baseline to track actual progress to date and anticipated future performance. No changes shall be made to the baseline without approval from the City's Contract Manager. As appropriate, Consultant shall summarize significant changes in the updated schedule from the previous submitted schedule and propose corrective actions to mitigate negative variances (i.e., delays) to the baseline as soon as they are identified. Consultant shall update the schedule on a monthly basis and submit the updated

schedule with the summary of significant changes and proposed corrective actions along with Monthly Progress Reports.

6. 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, or investigations of certain Project elements. The HASP shall describe how Consultant plans to complete field work, assessments, and/or investigations at the RWF. Consultant’s HASP must comply with the CIP HASP and shall be updated as new conditions are encountered.
7. Quality Management: Consultant shall develop and implement a Project-specific Quality Management Plan (“QMP”) to support the execution of the work required by this SO. The QMP shall describe Consultant’s overall quality management process, identify the quality reviewers and the review levels associated with each Project milestone and deliverable.
 - a. The quality management efforts that shall be addressed by Consultant in the QMP include:
 - o Coordinating work products, milestones, and staff assigned for review activities;
 - o Conducting milestone technical and readability reviews for deliverables;
 - o Documenting comments and work product modifications in the PDL; and
 - o Completing and submitting Quality Review Forms and Quality Management Certifications for draft and final deliverables.
 - b. 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 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.
 - c. Comments from the City’s review of the Consultant’s draft and final deliverables will be recorded on a Quality Review Form. Consultant shall review the City’s comments, confirm with the City how Consultant shall address the comments in the next iteration of the deliverable or a subsequent deliverable, and then submit a Quality Review Form with responses to the City’s comments.
8. Kickoff Meeting: Consultant shall organize and facilitate a one (1) hour Kickoff Meeting with City staff. The Kickoff Meeting will be attended by Consultant’s PM and one (1) appropriate Project team member. Topics to be discussed at the meeting shall include the following:
 - a. Introduction of key Consultant and City Project team members;
 - b. Presentation of Consultant’s QMP;
 - c. Review of Consultant’s understanding of the Project need and objectives;
 - d. Summary of Project scope, work plan, schedule and deliverables;

- e. Recap of previously completed analyses, studies, and reports associated with the Project;
- f. Discussion of other CIP or maintenance projects underway and planned that may be dependent on and/or have implications for the Project;
- g. Additional information Consultant has deemed relevant to or necessary for Project and for which City may address by transmitting an existing document; and
- h. Confirmation of next steps.

Consultant shall prepare an agenda and meeting materials in advance of the Kickoff Meeting and shall prepare meeting minutes following the Kickoff Meeting.

- 9. Progress Meetings: Consultant shall organize and facilitate monthly meetings to discuss the Project's progress and any other issues as needed. Half of the monthly meetings shall be held in person and the rest will be via teleconference, unless otherwise determined by the City. Topics discussed at the monthly meetings shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the monthly meetings and shall prepare meeting minutes following each monthly meeting.
- 10. Risk Register: Consultant shall prepare and maintain a Risk Register that identifies project risks, probabilities, mitigation measures, and ownership using the Program's Risk Matrix and Assessment template. The risk register shall list interfaces with other projects, possible schedule impacts, and contingency plans. The Risk Register shall be updated on a monthly basis and submitted with Monthly Progress Reports.
- 11. Project Decision Log: Consultant shall prepare and maintain a PDL that documents the City's comments and decisions made related to the Project and Consultant's work. As applicable, the PDL shall reference other documents such as meeting minutes, technical memoranda, and reports for all decisions made. The PDL shall be updated every on a monthly basis and submitted with Monthly Progress Reports.
- 12. Monthly Progress Reports: Consultant shall prepare and submit a Monthly Progress Report by the tenth of each month, unless otherwise negotiated between the Consultant PM and 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).
- 13. Monthly Invoices: Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month, unless otherwise negotiated between the Consultant PM and 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. PWP:

- a. A draft PWP shall be provided in an electronic editable file format within ten (10) Business Days from issuance of Notice to Proceed (“NTP”). Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
 - b. The final PWP addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
2. Schedule:
 - a. The initial schedule shall be provided in an electronic editable file format and PDF three (3) business days before the Kickoff Meeting.
 - b. Updated schedules, including summaries of significant changes and proposed corrective actions, shall be provided as an electronic editable file and as a PDF file submitted along with Monthly Progress Reports.
3. Field Work Health and Safety Plan (“FWHASP”):
 - a. A draft FWHASP shall be provided in an electronic editable file format at least ten (10) Business Days prior to first scheduled field work, assessment, or investigation. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
 - b. The final FWHASP addressing City comments shall be provided as an electronic editable file and as a PDF file within five (5) Business Days after receipt of City comments.
4. QMP:
 - a. A draft QMP shall be provided in an electronic editable file format when the draft PWP is provided to City. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments. The draft QMP can be included in the draft PWP.
 - b. The final QMP addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments. The final QMP can be included in the final PWP.
5. A completed Quality Management Certification shall be submitted along with each draft and final deliverable.
6. A Quality Review Form with Consultant’s responses to the City’s comments shall be submitted within five (5) Business Days after receipt of City comments on the draft deliverable.
7. Kickoff and monthly meeting agendas and materials (e.g., handouts and presentation):
 - a. The draft agenda and materials shall be provided in an electronic editable file format five (5) Business Days in advance of the meeting date. Consultant shall allow City three (3) Business Days to review, compile, and provide comments.

- b. The final agenda and materials addressing City comments shall be provided as electronic editable files and as PDF files no later than two (2) Business Days before the meeting. Consultant shall also provide sufficient printed copies of the final agenda and any handouts for meeting attendees.
8. Kickoff and monthly meeting minutes:
- a. Draft minutes shall be provided in an electronic editable file format within five (5) Business Days after the meeting. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
 - b. Final minutes addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
9. Risk Register:
- a. The initial Risk Register shall be provided within fifteen (15) Business Days of the NTP in an electronic editable file format.
 - b. An updated Risk Register shall be provided monthly as an electronic editable file and as a PDF file with each Monthly Progress Report.
10. Monthly Progress Reports shall be provided as a PDF file.
11. 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: June 30, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Alternatives Analysis

A. **Services:** Consultant shall understand the Project's history before developing alternatives and recommending a preferred alternative. The preferred alternative shall be based on Consultant's findings from completing the following activities.

Project Familiarization and Data Collection

Site Reconnaissance: Consultant shall become familiar with the site and perform site reconnaissance. Up to two (2) Consultant staff shall visit the planned road site with City staff for up to three (3) hours to conduct a reconnaissance to review existing road site and surrounding conditions, and to become familiar with the site conditions and project limits. During the site visit, field data shall be collected including site photos and general run-on/run-off conditions around the project area. The site visit shall also include visual

observations of the site conditions. The geotechnical soil borings shall not be drilled in this phase of the work but shall be conducted during the detailed design phase for the selected road alignment. The site visit shall be scheduled within four (4) weeks following the NTP.

Data Collection and Review: Consultant shall coordinate with the City PM to identify the existing site data that will be provided by the City for use as part of the road design, and associated infrastructure design. The preliminary list of information to be provided includes, but is not limited to:

- Any existing site studies and investigation reports within or around site, including:
 - Record drawings of the construction enabling area, EBOS, and interceptors
 - Headworks record drawings
- Site sub-surface utilities, structure, and groundwater, and geotechnical information
- Site stormwater management and other reports including report by Environmental Scient Associates (ESA) Inc. on “Waters of the US” (“WOTUS) within the project area
- Site and surrounding past and current use Road design standards within the RWF – City of San José 1992 Standard Specifications and Details
- Site future use parameters
- City CAD standards

City shall provide the information within three (3) weeks following the NTP. Consultant shall review and evaluate the data provided by the City and the information collected from the site reconnaissance survey. Consultant shall develop a summary of information provided by the City and identify the missing data and any gaps. Consultant shall request the City to provide the missing information necessary to complete the data collection Task.

Topographic Survey: Consultant shall complete a topographic survey of the project site, and surrounding areas. The limits of the survey shall be finalized during the site reconnaissance. The topographic survey shall include the road alignment and tie-in points, stormwater management for the Construction Enabling site, and storm drain system areas, and pick up visible/surface features such, as manhole (covers), valve covers, power/light poles, etc. within the limits noted above. Project controls shall include:

- The horizontal datum will be NAD83 (NSRS 2007) EPOCH 2011.00, California State Plane, Zone III, Survey Feet
- The vertical datum shall be NAVD88 based on survey control points PS2 (PK and Shiner at the centerline of the ESB driveway; 5 feet easterly of the RWF sign median island and 5.5’ westerly of the POC)

Geotechnical Investigation and Engineering Analysis

CONSULTANT shall drill one day of geotechnical borings (maximum of 4 borings) and collect geotechnical soil samples for physical laboratory testing along the alignment of an existing dirt road) CONSULANT shall also collect a maximum of 2 soil samples from each

of the geotechnical borings at 0-1 ft and 3 to 4 ft depths. Two (2) additional surface samples if needed from other areas for environmental testing. Geotechnical samples will be collected up to a maximum depth of 20 feet below ground surface (i.e., environmental sampling and studies are not part of the scope of work). The geotechnical work includes drilling, logging, lab testing, final logs, desktop geotechnical research (review of reference documents describing the history of the site provided by the City, historic air photos and historic topo maps, geologic maps, soil survey data), and analysis for design of an H-20 loading asphalt pavement section for the existing dirt road

Assumptions:

- The site is freely accessible (no gates or required access permits/training) and drillable with a truck-mounted mobile B-24 drill rig using solid stem augers (i.e., there are no obstructions to drilling, like concrete)
- Drilling will be completed in one clear weather day
- No traffic control will be required.
- Drilled cuttings are not contaminated and can be spread out on-site
- Traffic Index for pavement design will be provided by the City
- A drilling permit from the Santa Clara Valley Water District will not be required
- A no-cost encroachment permit to drill the borings will be provided by the City
- The City will mark any and all utilities at and in the vicinity of the planned boring locations as part of, and in addition to, the USA process
- Removal of USA markings and restoration of the site from the effects of the drilling, except for backfilling with grout to the ground surface, will not be required

Environmental Laboratory Testing of Soil Samples and Report

CONSULTANT shall submit the environmental soil samples (maximum 10) to the EPA certified lab for CAM 17 Metals including STLC and TCLP analysis if necessary, aerially deposited lead (ADL) test, and VOCs testing on standard turnaround time basis. The lab test results will be summarized in a letter report (max 5 pages) with recommendations on disposal or re-use of any excess soil from the project.

EXCLUSIONS

1. Potholing and utility investigation is not included under this Task. The City shall provide available potholing and utility data, if available.
2. This task does not include any sampling or testing for hazardous materials. Site soil under the current service road and surrounding area under the project boundaries shall be considered clean. City will determine disposal approach for the soil under a different service order.
3. A traffic analysis study is not included in this service order.

Road Design Alternatives Analysis

After completing site reconnaissance and data collection in Task 2.1 above, Consultant shall develop road design alternatives and recommend a preferred alternative. The preferred alternative shall be based on Consultant's findings from completing the following activities.

- a. **Road Layout and Cross Sections Alternatives:** Consultant shall establish the alignment for the road through the construction enabling area, tying into the headworks road, and evaluate two (2) alternatives within the topographic study area. Alternative 1 will be a road alignment which encroaches upon the environmentally sensitive area to the north of the existing roadway. Alternative 2 will be a roadway that avoids encroachment of the environmentally sensitive area to the north of the existing roadway. Road design alternatives shall be shared with City staff for review and discussion. The road layouts will include a plan to prevent ponding in low lying areas of the construction enabling site. This task shall involve one (1) coordination meeting (held virtually) with City staff to discuss road layout, alignment, cross sections, sidewalk curb, and gutter details. Meeting shall be attended by up to two consultant (2) staff for up to two (2) hours. The road design shall adhere to the American Association of State Highway and Transportation Officials (AASHTO) H-20 and standard specifications and details from the City of San José Department of Public Works where applicable. Where H-20 standards exceed Public Works standards, H-20 standards shall be used.

Stormwater Management Alternatives Analysis: Consultant shall evaluate the stormwater management options along and around the planned road alignment and construction enabling area for two road design alternatives. Stormwater management shall be either via surface drainage system or through storm drain system, though the conceptual plan may include a combination of both. Consultant shall perform hydrologic and hydraulic analysis to analyze two (2) alternatives described below.

1. Hydrologic and Hydraulic ("H&H") Analysis: To estimate stormwater flows, Consultant shall delineate the project and adjacent shed area that will contribute runoff, and perform the hydrologic analysis to determine the flows for 2 year, 10-year, 25-year, and 100-year storm. Peak flows shall be estimated to evaluate the size of storm drains, and to determine the pumping and associated infrastructure needs for Alternative 2. Consultant shall submit a H&H Analysis Technical Memorandum for the site summarizing the peak flows for various storm events from the contributing shed area, storm drain sizing, and wet well and pumping requirements. For both alternatives, Consultant shall provide solutions to mitigate any overland releases or flooding in the area using the road design and other methods. The findings of the H&H Analysis shall be included in the Alternatives Analysis Report submitted as part of Task 2.3.
2. Alternative 1: Discharge Stormwater to Plant Headworks via Gravity. In this option Consultant shall evaluate stormwater discharge to plant headworks via gravity system.
3. Alternative 2 (Optional): Discharge Stormwater to Plant Headworks via Lift Station. In the event that Alternative 2a, above is not feasible Consultant shall evaluate the requirements of stormwater lift station including force main, pumping, power, communication and control system as part of this alternative.

This Task 2.2 shall involve two (2) in person coordination meetings with City staff to discuss stormwater management alternatives. Consultant shall prepare meeting materials, such as sketches over existing aerial photos or as-built drawings to facilitate the discussion. Two (2)

Consultant staff shall attend these meetings for up to two (2) hours. Consultant shall provide meeting agendas and minutes for each coordination meeting.

Alternatives Analysis Report

Consultant shall prepare an Alternatives Analysis Report (Report) summarizing the data review, field work data, and road and stormwater management analysis summary. The Report shall include layout plans, sketches, sections for each alternative to develop an AACE Class 5 cost estimate for each alternative, and findings of the H&H analysis. Based on the findings, the City will make a decision on the preferred alternative and the Consultant shall develop the road design and stormwater management for that preferred alignment. Consultant shall submit draft Report to the City for review. City will review the draft Report within 15 Business Days and provide consolidated comments to the Consultant. Consultant shall incorporate City's comments into the final Report. Consultant shall budget a two (2) hour two (2) staff in person meeting to review and discuss the comments on the draft Report.

EXCLUSIONS

1. Consultant shall not evaluate any lighting design within or around road section.
2. The conceptual design and alternatives analysis shall not include a Triple Bottom Line Plus (TBL +) analysis.
3. This service order does not include any efforts related to supporting CEQA efforts as long as the design conforms to the existing RWF CEQA.

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

1. Coordination Meeting Materials (Agendas, Minutes, Sketches over aerial photos, As-builts)
2. Topographic survey map shall be provided in AutoCAD format.
3. Draft and Final Alternatives Analysis Design Report
4. Draft and Final Conceptual Plans (seven to eight sheets in AutoCAD format, in compliance with City CAD Standards).
5. AACE Class 5 OPCC for the Alternatives analyzed
6. Comments Log with responses for Final Alternatives Analysis Report
7. Alternatives Analysis Report:

One draft report provided as one (1) electronic editable file, and one (1) PDF file in five (5) Business Days prior to Workshop. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments.

Final report addressing City comments provided as twelve (12) bound printed copies, one (1) electronic editable file, and one (1) PDF file.

8. Geotechnical Investigation and Engineering Analysis Report:

One draft report provided as one (1) electronic editable file, and one (1) PDF file in five (5) Business Days prior to Workshop. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments.

Final report addressing City comments provided as twelve (12) bound printed copies, one (1) electronic editable file, and one (1) 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: June 30, 2023.
- On or before ____ Business Days from _____.

Task No. 3: Conceptual Design Services

- A. Services:** Consultant shall develop Conceptual Design Report (CDR) that serves as the foundation for the Project's design. The CDR shall be prepared for the selected alternative evaluated above and include:

1. Fundamental design decisions and criteria;
2. Summary of Project Geotechnical investigation needs.
3. Conceptual design and schematics and layout plans and sections;
4. Summary of Site Data Evaluation in Task 2;
5. Summary of Alternatives Analysis in Task 3.1; and
6. AACE Class 4 OPCC prepared to a level of accuracy consistent with the standards of AACE International and the Program's cost estimating guidelines.

The CDR shall set the standards and conventions that will drive the design activities for the Project under a separate service order at a later date.

Consultant shall prepare a draft CDR to the City for review and shall organize and facilitate a workshop with City to present the draft report. The purpose of the workshop shall be to present the conceptual design of the Project to City and to gain clear direction on Project elements that need further definition. Consultant shall address and appropriately incorporate City's comments, as well as input received during the workshop into the final CDR. The CDR shall be considered a 10% design submittal for the preferred project alternative.

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

1. Conceptual Design Report:
 - a. One draft CDR provided as one (1) electronic editable file, and one (1) PDF file five (5) Business Days prior to the workshop. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments.
 - b. Final CDR addressing City comments provided as twelve (12) bound printed copies, one

(1) electronic editable file, and one (1) 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: June 30, 2023.

On or before ____ Business Days from _____

First **Second** **Third** **Revised Attachment B: Terms and Conditions**

This Revised Attachment B is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Aric Johnson	Phone No.: 408-635-4009
Department: Environmental Services	E-mail: Aric.Johnson@sanjoseca.gov
Address: 700 Los Esteros Road	City/State/Zip: San José, 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>		
<u>Consultant's Contract Manager</u>		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Anup Shah	Phone No.: 925-210-2224	02/02/23		
Address: 201 North Civic Drive, Walnut Creek, CA 94596	E-mail: ashah@brwncald.com			
<u>Other Staffing</u>				
Name:	Assignment:	Email:		
1. Manjit Saini	Project Manager	Msaini@BrwnCald.com	02/02/23	
2. Marc Nakamoto	Quality Reviewer	Mnakamoto@brwncald.com	2/16/22	

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. KSN	Topographic Survey
2. Delve Underground	Geotechnical Investigation
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.	

CPMS Contract No. 9855-4
 Service Order No.: 2 (First Amendment)
 Consultant: Brown and Caldwell

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. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task No. 1: Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$32,314	\$0	\$300	\$0	\$32,614
Task No.2 Alternatives Analysis	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$103,800	\$0	\$950	\$67,000	\$171,750
Task No. 3 Conceptual Design Services (Design-Bid-Build)	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$53,414	\$0	\$800	\$0	\$54,214
Maximum Compensation		\$189,528	\$0	\$2,050	\$67,000	\$258,578

CPMS Contract No. 9855-4
 Service Order No.: 2 (First Amendment)
 Consultant: Brown and Caldwell

First **Second** **Third** **Revised Attachment D: Level of Effort for Service Order 02 – Headworks Access Road Conceptual Design**

This Revised Attachment D is an attachment to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

Staff List:

Staff/Resource Name	Abbr.	Employee / Subconsultant / Contract Personnel	Role	Onsite/ Offsite	Actual Hourly Salary Rate (\$/hr) ⁽¹⁾	Multiplier / Markup ⁽²⁾ (per MCA)	Est. Billing Rate 7/1/2021 - 6/30/2022	Est. Billing Rate 7/1/2022 - 6/30/2023	Est. Billing Rate 7/1/2023 - 6/30/2024
Manjit Saini	MS	Employee	Project Manager	Offsite	\$ 94.71	3.07	\$ 290.76	\$ 299.48	\$ 308.47
Shouhreh Rouhani	SR	Employee	Project Analyst	Offsite	\$ 38.24	3.07	\$ 117.40	\$ 120.92	\$ 124.55
Marc Nakamoto	MN	Employee	Quality Reviewer	Offsite	\$ 93.81	3.07	\$ 288.00	\$ 296.64	\$ 305.54
Anup Shah	AS	Employee	Principal-In-Charge	Offsite	\$ 100.98	3.07	\$ 310.01	\$ 319.31	\$ 328.89
Yerae Seo	YS	Employee	Environmental Engineer	Offsite	\$ 45.07	3.07	\$ 138.36	\$ 142.52	\$ 146.79
Marissa Tsuruda	MT	Employee	Environmental Engineer	Offsite	\$ 46.63	3.07	\$ 143.15	\$ 147.45	\$ 151.87
Sundar Rajan Palani	SP	Employee	Electrical Engineer	Offsite	\$ 95.04	3.07	\$ 291.77	\$ 300.53	\$ 309.54
Nitish Poladia	NP	Employee	Cost Estimator	Offsite	\$ 75.58	3.07	\$ 232.03	\$ 238.99	\$ 246.16
Deanna Tanner	DT	Employee	Word Processing	Offsite	\$ 41.82	3.07	\$ 128.39	\$ 132.24	\$ 136.21
Al Santiago	AS	Employee	CADD Specialist	Offsite	\$ 42.02	3.07	\$ 129.00	\$ 132.87	\$ 136.86
Kristine Wilder	KW	Employee	Environmental Engineer	Offsite	\$ 90.72	3.07	\$ 278.51	\$ 286.87	\$ 295.47

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

CPMS Contract No. 9855-4
 Service Order No.: 2 (First Amendment)
 Consultant: Brown and Caldwell

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

Fiscal Year	2021-2022											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hours in Each Month												
Manjit Saini												20
Shouhreh Rouhani												4
Marc Nakamoto												2
Anup Shah												2
Yerae Seo												45
Kristene Wilder												0
Nitesh Poladia												0
Deanna Tanner												0
Alan Santigo												8
Kristine Wilder												0
<i>Total Hours/month</i>												81

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

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.

Estimated Hours for each Consultant Staff in Fiscal Year 2022-2023

Fiscal Year	2022-2023											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hours in Each Month												
Manjit Saini	13	13	13	13	13	13	13	8	8	8		
Shouhreh Rouhani	3	3	3	3	3	3	3	3	3	3		
Marc Nakamoto	6	6	6	6	6	6	6	6	0	0		
Anup Shah	1	1	1	1	1	1	1	1	0	0		
Yerae Seo	45	60	60	60	60	60	60	60	4	4		
Kristene Wilder	0	0	0	0	0	0	0	0	0	0		
Nitesh Poladia	0	6	6	0	8	0	4	0	0	0		
Deanna Tanner	11	11	11	11	11	11	11	11	0	0		
Alan Santigo	8	8	8	8	8	8	8	8	0	8		
Kristine Wilder	0	20	40	21	30	10	30	11	18	18		
<i>Total Hours/month</i>	87	128	148	123	140	112	136	108	33	41		

CPMS Contract No. 9855-4
 Service Order No.: 2 (First Amendment)
 Consultant: Brown and Caldwell

Estimated Cost for each Consultant Staff in Fiscal Year 2021-2022 (June only)

Fiscal Year		2021-2022										
Staff Name		Manjit Saini	Shouhreh Rouhani	Marc Nakamoto	Anup Shah	Yerae Seo	Marissa Tsuruda	Sundar Rajan Palani	Nitesh Poladia	Deanna Tanner	Alan Santiago	Kristine Wilder
Billing Rate (\$/hr)		\$290.76	\$117.40	\$288.00	\$310.00	\$138.36	\$143.15	\$300.53	\$232.03	\$128.39	\$129.00	\$270.40
Task	Task Title											
Task 1	Project Management	\$2,908	\$470	\$576	\$620	\$2,075	\$0	\$0	\$0	\$0	\$0	\$0
Task 2	Road Design Alternative Analysis	\$2,908	\$0	\$0	\$0	\$4,151	\$0	\$0	\$0	\$0	\$1,032	\$0
Task 3	Conceptual Design Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Totals		\$5,815	\$470	\$576	\$620	\$6,226	\$0	\$0	\$0	\$0	\$1,032	\$0

Billing Rate (\$/hr): For employees with Multiplier: Rate (\$/hr) – hourly rate paid by consultant to employee (\$/hr) x multiplier rate
 For Subconsultants or Contract Personnel: Rate (\$/hr) = subconsultant hourly rate (\$/hr) x markup rate (maximum 5%)

Estimated Cost for each Consultant Staff in Fiscal Year 2022-2023 (July- April):

Fiscal Year		2022-2023										
Staff Name		Manjit Saini	Shouhreh Rouhani	Marc Nakamoto	Anup Shah	Yerae Seo	Marissa Tsuruda	Sundar Rajan Palani	Nitesh Poladia	Deanna Tanner	Alan Santiago	Kristine Wilder
Billing Rate (\$/hr) *		\$299.48	\$120.92	\$296.64	\$319.31	\$142.52	\$147.45	\$300.53	\$238.99	\$132.24	\$132.87	\$278.51
Task	Task Title											
Task 1	Project Management	\$8,984	\$3,628	\$593	\$639	\$13,824	\$0	\$0	\$0	\$529	\$0	\$0
Task 2	Road Design Alternative Analysis	\$19,466	\$0	\$10,086	\$639	\$36,484	\$0	\$7,213	\$15,295	\$5,290	\$9,567	\$10,026
Task 3	Conceptual Design Development	\$5,990	\$0	\$2,966	\$639	\$17,102	\$0	\$0	\$5,736	\$4,232	\$11,958	\$0
Totals		\$34,440	\$3,628	\$13,645	\$1,916	\$67,410	\$0	\$7,213	\$21,031	\$10,050	\$21,525	\$10,026

Billing Rate (\$/hr): For employees with Multiplier: Rate (\$/hr) – hourly rate paid by consultant to employee (\$/hr) x multiplier rate
 For Subconsultants or Contract Personnel: Rate (\$/hr) = subconsultant hourly rate (\$/hr) x markup rate (maximum 5%)
 * BC billing rates will increase in January 2023

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	\$32,314	\$0	\$300	\$0	\$32,614
Task 2	Road Design Alternative Analysis	\$103,800	\$0	\$950	\$67,000	\$171,750
Task 3	Conceptual Design Development	\$53,414	\$0	\$800	\$0	\$54,214
Maximum Compensation		\$189,528	\$-	\$2,050	\$67,000	\$258,578