

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

- 1a. CPMS Contract No.: 9855-3 1b. Master Agreement AC No.: 32246
2. First Second Third Fourth Amendment to Approved Service Order No. 1
3. Consultant's Name: HDR Engineering, Inc. ("Consultant")
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Project Name: Flood Protection – Conceptual Design ("Project")

Amendment Description: This First Amendment to Service Order No. 1 extends the completion time for all Tasks. The maximum compensation remains unchanged.

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.
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6. **Consultant Approval:**  Date: Jun 27, 2022

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:**  Date: Jul 5, 2022
NappFukuda (Jul 5, 2022 13:48 PDT)

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

General Description of Project for which Consultant will Provide Services:

The San José-Santa Clara Regional Wastewater Facility (“RWF”) Flood Protection Project (“Project”) scope consists of providing protection for the RWF against riverine flooding from Coyote Creek based on the draft Coyote Creek 500-year flood plain map provided by Valley Water in March 2018. The design is expected to provide the RWF protection up to an elevation of 9.5 feet NAVD88, which includes one-foot of freeboard, utilizing a widened berm on the south and west sides of the RWF. Design goals include considering temporary barriers where necessary, using existing berms or other features when available, using local materials when practical, and aligning with the least environmentally impactful approach. This Project will have no association with the United States Army Corps of Engineers, the Federal Emergency Management Agency, or other Federal programs. This Project will be accomplished with the design-bid-build delivery method.

The objective of this Service Order (“SO”) is for the Consultant to provide conceptual design services for the Project.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: 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 the City throughout the Project and manage the quality of deliverables.

Consultant shall use the Microsoft SharePoint document management system used by the RWF Capital Improvement Program (“CIP”) referred to as the CIP Portal.

Consultant shall follow the City’s templates and guidelines. The deliverables submitted by the Consultant shall conform to the City’s templates and guidelines. 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;
- Drafting Standards;
- Meeting Agenda;
- Meeting Minutes;

- Project Decision Log (“PDL”);
- Project Quality Plan;
- Quality Management Certification;
- Quality Review Form;
- Risk Matrix and Assessment;
- Technical Memorandum;
- Technical Report;
- Triple Bottom Line + Matrix and Net Present Value Calculator; and
- Triple Bottom Line + 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.
3. Teleconferences: Consultant shall participate in status teleconferences every two (2) weeks 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.
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., 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 editor for readability prior to the submittal of the deliverable to the City. Consultant shall submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each draft and final deliverable. The City may request Consultant to submit additional evidence that Consultant is following the procedures in the QMP.
 - 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 Kickoff Meeting with City staff. Consultant's PM and the appropriate Project team members shall attend the Kickoff Meeting. Consultant shall prepare an agenda and meeting materials in advance of the Kickoff Meeting and shall prepare meeting minutes following the Kickoff Meeting. 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.
9. Progress Meetings: Consultant shall organize and facilitate monthly meetings to discuss the Project's progress and other issues as needed. Monthly meetings shall be held 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 decisions made. The PDL shall be updated 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 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 Consultant concerns (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 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. 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 no later than 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. HASP:
 - a. A draft HASP shall be provided in an electronic editable file format at least twenty (20) Business Days prior to first scheduled field work, assessment, or investigation. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
 - b. The final HASP addressing City comments shall be provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.
 - c. Updated plans shall be provided, as new conditions are encountered and/or as requested by the City.
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.
 - c. A completed Quality Management Certification shall be submitted along with each draft and final deliverable.
 - d. 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.
5. 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 two (2) 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.
6. 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.
7. Risk Register:

- a. The initial Risk Register shall be provided within thirty (30) 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.
8. PDL:
- a. The initial PDL shall be provided within thirty (30) Business Days of the NTP in an electronic editable file format.
 - b. An updated PDL shall be provided monthly shall be provided as an electronic editable file and as a PDF file with each Monthly Progress Report.
9. Monthly Progress Reports shall be provided as a PDF file.
10. Monthly invoices shall be provided as a PDF file with each Monthly Progress Report.
- C. **Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following is marked:
- On or before the following date: September 30, 2022.
- On or before ____ business days from _____.

Task No. 2: Conceptual Design Services

A. **Services:**

Consultant shall become familiar with the operating procedures and systems relevant to the Project by reviewing and analyzing existing background information provided by the City; verifying previous assumptions; visiting the RWF to confirm site conditions; conducting interviews with RWF staff; and collecting survey/geotechnical data.

The City will provide copies of available record drawings, reports, studies, condition assessments, and any other existing documents pertaining to the Project. The reference documents will include:

- o Alternatives Analysis Report (AECOM, June 2021).

Consultant shall visit the RWF a minimum of one (1) time to determine existing conditions along the preferred alignment, equipment and utility locations, process layout and flow, service features, access, and other features related to the Project. Consultant shall provide at least a 24-hour advance notice to City of the planned site visit to allow the City time to coordinate with RWF security and staff accordingly. Consultant shall advise the City of any significant differences or omissions of the information provided in the documents listed above.

Consultant shall develop a Conceptual Design Report that serves as the foundation for the Project's design. The Conceptual Design Report shall include fundamental design decisions and criteria, conceptual system schematics and layouts, and set the standards and conventions that will drive the design activities for the remainder of the Project. Consultant shall prepare and submit a draft Conceptual Design Report to the City for review. Consultant shall organize and facilitate a workshop with City to present the draft report and gain clear direction on Project elements that

need further definition, identify preferred equipment (i.e., type, size, performance and maintenance requirements, manufacturers), as well as document operational issues or concerns to be addressed during Preliminary Design. Consultant shall address and appropriately incorporate City's comments as well as input received during the workshop into the final Conceptual Design Report. The Conceptual Design Report shall be considered a 10% design submittal.

The Conceptual Design Report shall include the following:

1. Design basis (e.g., needs, code requirements, standards of practice, and design guidelines);
2. Design concept including layout of the preferred alternative, with a description of how the concept meets the Project needs.
3. Conceptual schematics and conceptual site arrangements;
4. Site constraints, including survey needs and geotechnical investigation recommendations (if required), and condition of existing assets;
5. Land and environmental requirement reviews as necessary for design development as can be assessed at a 10% level of design.;
6. General construction strategy, including constructability challenges, constraints, and sequencing;
7. Preliminary schedule for detailed design and project construction;
8. Estimate of annual operating and maintenance costs; and
9. Class 4 Opinion of Probable Construction Cost prepared to a level of accuracy consistent with the standards of AACE International, formerly known as the American Association of Cost Engineering and the Association for the Advancement of Cost Engineering, and the CIP Cost Estimating Manual. If the Class 4 OPCC exceeds the Class 5 OPCC, (provided by others), Consultant shall include a summary explaining potential reasons of the cause(s) for such increase.

B. Deliverables:

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

1. Conceptual Design Report:
 - a. Draft report provided as one (1) electronic editable file (MS Word), and one (1) PDF file five (5) Business Days prior to Workshop. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments.
 - b. Final report addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within twenty (20) business days after Workshop.
2. Workshop agenda and materials provided in PDF format no later than two (2) Business Days before Workshop.
3. Workshop Summary:

- a. Draft summary provided in an electronic editable file format within five (5) Business Days after the Workshop. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
 - b. Final summary addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
- A. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following 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 # 667141 -002

Contractor: HDR Engineering, Inc.

Address: 2379 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

Phone: (916) 679-8842

Email: daniel.teak@hdrinc.com

Contract Description: First Amendment to Service Order 1 - Flood Protection Conceptual Design

Term Start Date: 02/15/2022 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: \$176,247.00 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.: 5184072210

Expiration Date: 11/15/2022

Department: ESD (76)

Department Contact: Virginia Farley / 635-4099

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

Notes:

Mariana Chavez Vazquez for D. Ohlson

Mariana Chavez Vazquez for D. Ohlson (Jul 5, 2022 09:58 PDT)

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date