

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

1b. Master Agreement AC No.: 32247

2. ☐ First ☒ Second ☐ Third ☐ Fourth Amendment to Approved Service Order No. 03

3. Consultant's Name: Jacobs Engineering Group Inc. ("Consultant")

Project Name: Plantwide Security System Upgrade – Alternatives Analysis and Conceptual Design
("Project")

Amendment Description:	This second amendment to service order No. 3 revises deliverables in Task 4 (Alternatives Analysis) and extends the completion time for all tasks in Attachment A. Reallocates reimbursable expenses from Task 2 (Site Invest, Feasibility and Project Definition) to Task 5 (Conceptual Design Report) in Attachment C. The total compensation remains unchanged.
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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 ☐ Second Revised is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Budget/Fiscal Attachment.

b. ☒ **Tasks – Attachment A:** The ☐ original ☒ First ☐ Second Revised Attachment A is amended to read as set forth in the attached ☐ First ☒ Second ☐ Third Revised Attachment A.

c. ☐ **Terms and Conditions – Attachment B:** The ☐ original ☐ First Revised ☐ Second Revised Attachment B is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Attachment B.

d. ☒ **Compensation Table – Attachment C:** The ☒ original ☐ First Revised ☐ Second Revised Attachment C is amended to read as set forth in the attached ☒ First ☐ Second ☐ Third Revised Attachment C.

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:

Email: scott.jones@jacobs.com
Date: 07/14/2023 GMT

Date:

7. Approval as to Form (City Attorney):

Approved Service Order Amendment Form Approved by the Office of the City Attorney

(There are no material changes to the provisions of the Approved Service Order Amendment Form.)

667142-010



Approved as to Form:

Attorney
Rosalia Burgueno-Tapia
Senr Deputy City Atty III U
rosalia.tapia@sanjoseca

Sr. Deputy City Attorney: _____

Rosalia Burqueño Tapia

Email: rosalia.tapia@sanjoseca.gov
Date: 07/14/2023 GMT

Date: _____

8. City Director Approval:

Kerrie Romanow

Email: kerrie.romanow@sanjoseca.gov
Date: 07/18/2023 GMT

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

General Description of Project for which Consultant will Provide Services:

The Plantwide Security System Upgrade Project will install new security cameras at identified buildings within the San José-Santa Clara Regional Wastewater Facility (RWF). Upgrades to existing software and hardware will be identified to meet the City's 12-month minimum records retention policy. An existing laboratory facility at the instrument shop will be converted into a security server room with two (6) security monitoring workstations and necessary rack space for new security server, storage, and network equipment. Additionally, new access card readers will be installed throughout the RWF on entrance/exit gates and designated building doors. The Project will be delivered using the design-bid-build project delivery method.

The objective of this Service Order (SO) is for the Consultant to perform alternatives analysis and conceptual design services.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: Site Investigation, Feasibility, and Project Definition
- Task No. 3: Code Review
- Task No. 4: Alternatives Analysis
- Task No. 5: Conceptual Design Services
- Task No. 6: 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 use the document management systems used by the RWF CIP. The systems included a Microsoft SharePoint site referred to as the CIP Portal and EADOC, which is a cloud-based design and construction management software.

Consultant shall follow the City's templates and guidelines. The deliverables submitted by

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.
- Meeting Agenda.
- Meeting Minutes.
- Project Decision Log ("PDL").
- Project Quality Plan.
- Quality Management Certification.
- Quality Review Form.
- Risk Matrix and Assessment.
- SOP Design Guidance.
- 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. All work performed and all work products should be coordinated with other CIP projects currently underway to avoid duplication, confusion, and conflicts.
3. Teleconferences: Consultant shall participate in weekly status teleconferences 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.
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:
 - Coordinating work products, milestones, and staff assigned for review activities.
 - Conducting milestone technical and readability reviews for deliverables.
 - Documenting comments and work product modifications in the PDL; and
 - 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. 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. The workshop will be conducted remotely via conference call. 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. 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 all 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 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 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.
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 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.
- 10. 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.
- 11. Monthly Progress Reports shall be provided as a PDF file.
- 12. 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: August 31, 2023.
 - ☐ On or before ____ Business Days from _____.

Task No. 2: Site Investigation, Feasibility and Project Scope Confirmation

- A. **Services:** Consultant will understand the Project's history before developing the Conceptual Design Report. Project scope confirmation services include project familiarization, data collection, site investigations/staff interviews, vendor informational work and project scope confirmation Technical Memorandum (TM). The scope confirmation will be based on Consultant's findings from completing the following activities.

Project Familiarization/Data Collection: Consultant will become familiar with the operating procedures and systems relevant to the Project by reviewing and analyzing existing background information provided by the City. 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:

- Existing as-built building plans of all RWF facilities within the Project scope
- Existing security plans and schematics for RWF facilities within the Project scope
- Site-wide fiber drawings and security network information

Site Investigation/Assessment: Consultant will evaluate the condition of the existing RWF facilities and doors that are to be upgraded as part of the Project. The condition assessment will be limited to non-invasive, non-intrusive methods that rely on non-destructive testing and visual observations. The Consultant will utilize available City plans and schematics as a basis. As part of the site investigation/assessment, Consultant will review the accuracy of the City's plans and schematics which depict existing building, security, fiber and network conditions. An allowance of two (2) person-days of effort is allocated to update City plans and schematics to reflect current existing conditions. Should it be necessary for the Consultant to create additional as-built drawings to document existing conditions, the Consultant will discuss scope and schedule modifications for this additional effort with the City prior to carrying out the work.

Site Staff Interviews: Consultant will verify previous assumptions; visit the RWF to confirm site conditions; and conduct interviews with RWF staff. Consultant will visit the RWF up to two (2) full days to determine existing conditions, equipment locations, access, security elements, and other features related to the Project. Consultant will provide at least a 48-hour advance notice to City of the planned site visit to allow the City time to coordinate with RWF security and staff accordingly.

Consultant will perform feasibility and assessment of project needs from reviewing existing drawings, interviewing stakeholders and City staff to understand the features, functions, and space needs desired for the new facilities.

It is assumed that, following site interviews with RWF staff, a consensus approach for an overall security strategy can be reached collectively by the Project team within the number of meetings and workshops budgeted for this effort. Should additional meetings be necessary to resolve and agree upon the approach, the Consultant will discuss scope and schedule modifications for this additional effort with the City prior to carrying out the work.

Workshop #1: Project Scope Confirmation/Security Tech Info Session: Consultant will present on current security technologies and equipment to educate stakeholders on newer security capabilities and technologies in preparation for alternatives analysis and later tasks. The workshop might incorporate demonstrations from system manufacturers. The workshop will also include assessment and strategy with informational sessions with City to develop scope confirmation. The workshop will be an estimated three (3) hours in duration. The workshop will be conducted remotely via conference call.

Project Scope Confirmation TM: Consultant will develop a Project Scope Confirmation TM with the project goals assessment and strategy with informational sessions with City to determine goals/objectives and success factors, financial/budgetary restrictions, procurement methods.

The Project Scope Confirmation TM will at a minimum include the following:

- Design criteria matrix
- Project definition

- Decision-making process

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

1. Project Scope Confirmation TM:
 - a. Draft TM provided as one (1) electronic editable file, and one (1) PDF file. No hard copies will be provided. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
 - b. Final TM addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within five (5) Business Days after receipt of City comments. No hard copies will be provided.
2. Workshop #1 agendas and materials provided in PDF format no later than two (2) Business Days before each workshop.
3. Workshop #1 Minutes:
 - a. Draft meeting minutes 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 minutes addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.

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: August 31, 2023.
- ☐ On or before ____ Business Days from _____.

Task No. 3: Code Review

A. Services: Consultant will organize and facilitate code review meetings

Consultant will review and incorporate the requirements of all local, state, and federal building and safety codes in this Project.

Consultant will identify the applicable codes, prepare the documentation needed for the permitting process, and coordinate with the City's Public Works Department, Structural Engineering & Code Inspections. Consultant will facilitate up to two (2) 2-hour code review/coordination meetings with the City

Consultant will record its findings in a technical memorandum on the code implications and advise the City of significant considerations that may trigger additional scope changes.

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

1. Code Review Technical Memorandum (TM):
 - a. Draft TM provided as one (1) electronic editable file. No hard copies will be provided. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
 - b. Final TM addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within five (5) Business Days after receipt of City comments. No hard copies will be provided.
2. Coordination meeting agendas and materials provided in PDF format no later than two (2)

Business Days before each meeting.

3. Coordination Meeting Minutes:

- a. Draft minutes 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 minutes addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.

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: August 31, 2023.

☐ On or before ____ Business Days from _____.

Task No. 4: Alternatives Analysis

- A. **Services:** Consultant will understand the Project's history before developing alternatives and recommending a preferred alternative. The recommendation will be based on Consultant's findings from completing the following activities. Consultant will present these findings in a workshop (#2) with the City. The workshop will be conducted remotely via conference call.

Alternatives Development: Consultant will identify and develop the details of viable alternatives from a security criteria technical memorandum.

As part of the alternatives analysis, Consultant will organize and facilitate workshops with the City to:

1. Present and gather feedback on alternatives.
2. Screen alternatives to arrive at a list of viable alternatives.
3. Confirm the Program's security evaluation criteria and establish sub-criteria, and determine the weighting of the evaluation categories (i.e., economic, environmental, and operations, maintenance, safety and implementation). Consultant may adjust the criteria and weightings, if deemed necessary and after consulting with the City.
4. Discuss the preliminary results after City staff; and update Security Guidance Technical Memorandum.
5. Security Guidance Technical Memorandum: As requested by the City, Consultant will perform the following services: Develop and complete Security Guidance Criteria Memorandum to complete the remaining scope under Task 4 – Alternative Analysis.
 - a. Consultant will develop a Security Guidance Criteria Memorandum that includes the following:
 - Identify appropriate technology for improving security at the RWF;
 - Recommended level of security at various locations within the RWF;
 - Provide conceptual planning for the installation of new security at identified locations at the RWF consistent with the identified and recommended levels of security.

- Identify security devices capable of establishing the required levels of security and, if there are multiple devices available, which ones are most suitable for use at the RWF.
 - Propose where devices should be located to establish appropriate security.
 - Identify the most cost-effective system to be used if multiple options are available.
- b. This Security Guidance Criteria Memorandum will include the fundamental security criteria as the basis needed for the Conceptual Design phase. The memo is considered same level of effort as producing the final draft of the Alternative Analysis Report (AAR) with triple-bottom-line (TBL) evaluation.
- c. Consultant will prepare a memorandum for the Project files to document that the project is exempt from utilizing the City's CIP TBL process.
- d. Conduct one (1) workshop via MS Teams to review the memorandum developed with City staff. In the workshop, Consultant will present the recommendations and alternatives developed, providing the pros and cons of the alternatives, and gather feedback from Draft Security Guidance Criteria Memorandum.
- e. Consultant will provide day-to-day project management to oversee the completion of work under this SO for an additional two months.
- f. Consultant will prepare a draft and final Security Guidance Technical Memorandum.

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

1. Workshop agendas and materials provided in PDF format no later than two (2) Business Days before each workshop.
2. Workshop Minutes:
 - a. Draft minutes 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 minutes addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
3. Security Guidance TM:
 - a. Draft TM provided as one (1) electronic editable file, and one (1) PDF file five (5) Business Days prior to Workshop. No hard copies will be provided. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments.
 - b. Final TM addressing City comments provided one (1) electronic editable file, and one (1) PDF file within ten (10) Business Days after receipt of City comment. No hard copies will be provided.

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: August 31, 2023.

☐ On or before ____ Business Days from _____.

Task No. 5: Conceptual Design Services

- A. Services:** Consultant will develop a Conceptual Design Report that serves as the foundation for the Project's design. The Conceptual Design Report will 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 will prepare a draft Conceptual Design Report to the City for review and will organize and facilitate a workshop with City to present the draft report. The purpose of Workshop #3 will be to present the conceptual design of the Project to the City and to gain clear direction on Project elements that need further definition, identify preferred equipment (i.e., type, size, performance and maintenance requirements, manufacturers, etc.) as well as document any operational issues or concerns to be addressed during Preliminary Design. Consultant will 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 will be considered a 10% design submittal.

The Conceptual Design Report will 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, capacity, efficiency, and control philosophy pertaining to the system, with a description of how the concept meets the Project needs. The control philosophy developed will conform to the control philosophy outlined in "City of San José CIP Program Automation Requirements AG-RWF-007, Section 3".
3. Major equipment types, sizes, performance criteria, and acceptable manufacturers.
4. Summary of structural, electrical, and/or architectural elements that will need to be upgraded to accommodate the new equipment.
5. Conceptual schematics, conceptual site arrangements, and process flow diagram.
6. Site constraints, including survey needs and geotechnical investigations (if required), condition of existing assets.
7. Land and environmental requirements, and impacts on current and future land uses.
8. Operational issues and concerns.
9. Construction strategy, including constructability challenges, constraints, and sequencing;
10. Preliminary process and instrumentation diagrams ("P&IDs") that set the criteria for the control system architecture and integration with the RWF's control system.
11. Preliminary schedule for design, construction, commissioning, and post-construction;
12. Estimate of annual operating and maintenance costs; and
13. Class 4 OPCC prepared to a level of accuracy consistent with the standards of AACE International and the Program's cost estimating guidelines. If the Class 4 OPCC exceeds the Class 5 OPCC, Consultant will include a summary explaining the cause(s) for such increase.
14. Final reports from past tasks such as the project definition report, alternative analysis report and the code review TM will be included as part of the appendices.

Figures and drawings included within the Conceptual Design Report will be consistent with a 10% design submittal. If more detail is requested, the Consultant will discuss scope and schedule modifications for this additional effort with the City prior to carrying out the work.

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

1. Conceptual Design Report:
 - a. Draft report provided as one (1) electronic editable file, and one (1) PDF file five (5) Business Days prior to Workshop #3. No hard copies will be provided. 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 four (4) bound printed copies, one (1) electronic editable file, and one (1) PDF file within 10 (10) Business Days after Workshop #3.
2. Workshop #3 agenda and materials provided in PDF format no later than two (2) Business Days before Workshop #3.
3. Workshop #3 Summary:
 - a. Draft summary provided in an electronic editable file format within five (5) Business Days after the Workshop #3. 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.

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: August 31, 2023.
- ☐ On or before ____ Business Days from _____.

Task No. 6: Additional Services (Optional)

A. Services: As requested by the City, Consultant will perform the following services:

1. One (1) day of additional site investigations including City staff interviews.
2. An additional design concept, schematics, and other materials to assist City in deciding on the preferred alternative to be recommended in the Conceptual Design Report.
3. Provide one (1) workshop to review the information developed with City staff. In the workshop, Consultant will make a presentation of the alternative developed, providing the pros and cons of the alternative, and gather feedback. The workshop will be conducted remotely via conference call. Consultant will incorporate the results of the additional services work into Tasks No. 4 and 5.

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

1. Summaries of the additional site visit and staff interviews.
2. Additional design concepts, schematics, and other materials to be reviewed with City in regularly scheduled teleconferences and monthly teleconferences, or in an additional workshop.
3. Additional workshop agenda and materials provided in PDF format no later than two (2) Business Days before the workshop.
4. Additional Workshop Minutes:
 - a. Draft minutes 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 minutes addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.

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: August 31, 2023.

☐ On or before ____ Business Days from _____

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

This Revised Attachment C is attached to the ☐ First ☒ Second ☐ Third amendment to Approved Service Order No. 03 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The original Attachment C, including any exhibits thereto, is deleted in its entirety and replaced by the following:

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	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$39,194	\$0	\$0	\$0	\$39,194
Task 2: Site Invest, Feasibility and Project Definition	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$80,236	\$0	\$2,500	\$0	\$82,736
Task 3: Code Review	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$23,287	\$0	\$0	\$0	\$23,287
Task 4: Alternative Analysis	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$80,120	\$0	\$0	\$0	\$80,120
Task 5: Conceptual Design Report	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$76,312	\$0	\$6,300	\$0	\$82,612
Task 6: Additional Services (Optional)	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$23,629	\$0	\$0	\$0	\$23,629

Column 1 Task No. and Task Title from Attachment A	Column 2 Invoice Period	Column 3 Multiplier Compensation	Column 4 Contract Personnel	Column 5 Reimbursable Expenses (Including applicable markup)	Column 6 Subconsultant Costs (Including markup)	Column 7 Total Compensation
Maximum Compensation		\$322,778	\$0	\$8,800	\$0	\$331,578