

**Master City of San José Consultant Agreement  
Approved Service Order  
(Non-Capital Projects)**

**Cover Page**

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| <p><b>1a.</b> Intentionally Omitted</p> <p><b>2.</b> Approved Service Order No. 1</p> <p><b>3.</b> Consultant's Name: Black &amp; Veatch Corporation ("Consultant")</p> | <p><b>1b.</b> AC Contract No.: 32212 (GILES OC-000308)</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

- 4.** Project Name: Conversion of RWF OLM Cold Fusion Platform to a new OLM SharePoint Online Platform ("Project")
- 5.** Project Location: San Jose-Santa Clara Regional Wastewater Facility ("RWF")
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

**7. Budget/Fiscal:**

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	3,749,999
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	86,894
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	3,663,105

**d. Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 513	Appn: 0762	RC: 921700	Amount: \$ 86,894
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**Authorized Signature:** *Renato Moreno* \_\_\_\_\_ Date: \_\_\_\_\_  
Renato Moreno (11/23/2021)  
 Email: renato.moreno@sanjoseca.gov

**8. Division Analyst Approval:** *Mathew Chacko* \_\_\_\_\_ Date: \_\_\_\_\_  
Mathew Chacko (11/19/2021)  
 Email: mathew.chacko@sanjoseca.gov

**9. Consultant Approval:** *Craig W. Lichty* \_\_\_\_\_ Date: \_\_\_\_\_  
lichtyc@bv.com (11/19/2021)  
 Email: lichtyc@bv.com

**10. Approval as to Form (City Attorney):**

Service Order Form Approved by the Office of the City Attorney  
 (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Sr.) Deputy City Attorney

**11. City Director Approval:** *Amit Mutsuddy* \_\_\_\_\_ Date: \_\_\_\_\_  
Amit Mutsuddy (11/23/2021)  
 Email: amit.mutsuddy@sanjoseca.gov

## Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

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**General Description of Project for which Consultant will Provide Services:** Complete the conversion of the existing RWF Online Operations & Maintenance Manual ("OLM") Cold Fusion Platform to a new OLM SharePoint Online Platform ("Project") having a general work description and requirement as set forth below, including but not limited to:

1. Evaluate the existing RWF OLM Cold Fusion platform, understand the site structure, formatting, reviewing content, hierarchy, navigation, user experience etc. Conduct interviews with City staff to understand the user experience, desired upgrades and define areas of obsolete information.
2. Design a template for a new SharePoint site to be hosted on the City's cloud-based Microsoft 365 account. The structure and framework of the new site shall mirror the existing RWF OLM, except where recommendations for an improved and updated structure/framework is approved by the City. Security for the site shall be provided by the City through its Microsoft 365 account. A goal of the new site will be to allow staff to easily update the information to meeting the Operations & Maintenance ("O&M") Manual requirements of the National Pollutant Discharge Elimination System ("NPDES") Permit.
3. Link the City's Wastewater document management system ("WMDocs") to the new OLM SharePoint site, to allow seamless document update and retrieval from the WMDocs system to the new SharePoint Site.
4. Migrate the contents of the existing RWF OLM site to the new OLM SharePoint site.
5. Quality Control ("QC") the contents of the existing RWF OLM; updating and adding new Capital Improvement Program ("CIP") project information and archiving the obsolete documents; updating photographs of unit process area; converting hard copies to electronic document.
6. Training staff to search / edit documents (add/update/delete) in the new OLM SharePoint site.
7. Administrator Training for managing the new OLM SharePoint site
8. Structure the OLM SharePoint site to provide equal functionality to computer-based access on City-provided tablets and mobile devices
9. Provide a static copy of the completed SharePoint site that will allow access to the information if SharePoint is unavailable. The static copy should be programmed to update automatically on a weekly basis and stored in the Facility's onsite server

This SO#1 engagement is specifically for *Phase 1* only, generally limited to item 1 above, of the two-phased strategy to convert the existing RWF OLM Cold Fusion Platform to a new OLM SharePoint Online Platform. Phase 2 for this OLM conversion strategy shall be issued as a separate Service Order once Phase 1 is completed, however, only at the discretion of the City. If the City is not satisfied with the outcome of Phase 1, the City may decide not to issue a service order to complete Phase 2 of this project, without any further obligations to the consultant.

### **PHASE 1:**

The general intent for Phase 1 is for the consultant to get familiarize with the existing RWF OLM Cold Fusion platform/site which includes but is not limited to understanding the site structure, formatting, reviewing the content, hierarchy, navigations, etc. (This is generally Item #1 above). The consultant shall also review the WMDocs Site. Included with this Phase 1, the consultant shall develop a proposal including detailed scope, estimate, timelines, and deliverables, to complete the remaining Items # 2 to #9 above, and to complete the conversion of the existing RWF OLM Cold Fusion platform to a new OLM SharePoint online platform to the satisfaction of the City.

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**Task No. 1: General Project Management**

- A. Services:** Provide administration and management. Prepare project management documents including meeting minutes and monthly detailed status reports. Review ongoing activities. Monitor schedule and budget. Discuss issues with the City as they are noted. Prepare monthly invoices including detailed report of activities and status. Conduct optional monthly status meeting with City's Project Manager. Monthly status report meetings shall be conducted via conference call.
- B. Deliverable:** Monthly detailed activities and Status Report to be submitted with the monthly invoice.
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: \_\_\_\_\_.
  - On or before 100 Business Days from date of Notice to Proceed.

**Task No. 2: Review of existing RWF OLM Cold Fusion Platform**

- A. Services:** Consultant shall review the existing OLM platform to understand the site structure, site contents, formatting, hierarchy, navigations, etc. The consultant shall also review the City's WMDocs (Standard Operating Procedures and O&M Manuals) library to understand its integration strategy with the new SharePoint OLM. Upon completion of consultant's review of the existing OLM and WMDocs, consultant shall develop a proposal including detailed scope, estimate, timelines, and deliverables, to complete the remaining Items #2 to #9 above, and to complete the conversion of the existing RWF OLM Cold Fusion platform to a new OLM SharePoint online platform to the satisfaction of the City. Services will generally consist of the following:
  - a. Conduct kick-off meeting to review task goals and develop a schedule.
  - b. Review existing Cold Fusion database, perform data quality check, determine methods for data export from Cold Fusion Platform to new SharePoint Platform.
  - c. Review existing WMDocs library for future integration with the new OLM SharePoint site
  - d. Various technical meetings with City staff from RWF Operations, ESD IT and City IT Department as needed, and prepare meeting minutes, document decision makings.
  - e. Conversion alternatives with time and resource needs comparisons
  - f. Review findings with the City and prepare technical reports
  - g. Develop workplan and estimates of resources for the conversion of existing ColdFusion based OLM documents to SharePoint base document management.
  - h. Develop workplan for merging existing OLM documents to WMDOCs library and new Standard Operating Procedures and O&M manuals from various ongoing CIP projects
- B. Deliverable:** Prepare technical reports including findings and a workplan. Provide a detailed scope, estimate, timelines and deliverables, to complete the remaining Items #2 to #9 above, and to complete the conversion of the existing RWF OLM Cold Fusion platform to a new OLM SharePoint online platform to the satisfaction of the City.
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:
  - On or before the following date: \_\_\_\_\_.
  - On or before 100 Business Days from date of Notice to Proceed.

## Attachment B: Terms and Conditions

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

Name: Lorenzo King	Phone No.: 408-635-2014
Department: ESD	E-mail:Lorenzo.king@sanjoeca.gov
Address: 700 Los Esteros Road, San Jose, CA 95134	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

<b><u>Consultant's Contract Manager</u></b>		<b><u>Required to File Form 700?</u></b>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
Name: Sean Goris	Phone No.: 503-679-6576			<u>X</u>
Address: 2999 Oak Road, Suite 490, Walnut Creek, CA 94597	E-mail: gorissd@bv.com			
<b><u>Other Staffing</u></b>				
<b><u>Name:</u></b>	<b><u>Assignment:</u></b>			
1.Jorj Long	Task 2			<u>X</u>
2.Ari Copeland	Task 2			<u>X</u>
3. David Rosnagel	Task 2			<u>X</u>
4. Kathan Patel	Task 1			<u>X</u>
5. Lance Burris	Task 1			<u>X</u>
6. Pam Booker	Task1			<u>X</u>

7. Craig Lichty	Task 1			<b>X</b>
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**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.	
2.	
3.	

**4. Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1.	_____
2. _____	_____
3. _____	_____

**Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.**

## Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$4,004
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$82,890
<b>Part 2 – Reimbursable Expenses</b>			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of: \$	
<b>Part 3 – Subconsultant Costs</b>			
<input checked="" type="checkbox"/> Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$	
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			
			\$86,894