

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

- 1a.** Intentionally Omitted
- 1b.** AC Contract No.: 32212 (GILES OC-000308)
- 2.** Approved Service Order No. 2
- 3.** Consultant's Name: Black & Veatch Corporation ("Consultant")

- 4.** Project Name: Operations and Maintenance As-Needed Support Services ("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 unencumbered amount in Master Agreement:	\$	3,663,105
b. Maximum Service Order Compensation for this Approved Service Order:	\$	420,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	3,243,105

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: \$420,000

Authorized Signature: *Renato Moreno* Date: _____
Renato Moreno (12/10/2021)
 Email: renato.moreno@sanjoseca.gov

8. Division Analyst Approval: *Mathew Chacko* Date: _____
Mathew Chacko (12/10/2021)
 Email: mathew.chacko@sanjoseca.gov

9. Consultant Approval: *Craig W. Lichty* Date: _____
lichtyc@bv.com (12/1/2021)
 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: *Cameron Day* Date: _____
Cameron Day (12/1/2021)
 Email: cameron.day@sanjoseca.gov

(Sr.) Deputy City Attorney

11. City Director Approval: *Napp Fukuda* Date: _____
Napp Fukuda (12/14/2021)
 Email: napp.fukuda@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.

General Description of Project for which Consultant will Provide Services:

Consultant will provide as-needed services to assist the Operations and Maintenance Section of the Wastewater Management Division of the Environmental Services Department ("ESD") with various ongoing and future projects being delivered as part of the capital improvement program ("CIP"). These services may include but are not limited to review and comment on design documents; technical support for startup, commissioning, and process shutdown activities for various wastewater treatment processes; specialized operating assistance, technical support and troubleshooting; staff training on various unit processes.

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 activities and status report. Conduct optional monthly status meeting with City's Project Manager. Monthly status report meetings shall be conducted via conference call. Travel to the site as directed by the Contract Manager on an as needed basis.
- B. Deliverable:** Detailed Monthly Status Report following the City's standard template and format 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: June 30, 2022.
- On or before ____ Business Days from _____

Task No. 2: CIP Support Services

- A. Services:** At the direction of the Contract Manager, Consultant shall:
1. Develop operational strategic plans for long term multiyear process shutdown, flow diversion plans to facilitate construction and condition assessment projects for various CIP projects
 2. Review and provide comments on behalf of Operations & Maintenance ("O&M") Staff with various CIP project plans and specifications for long term and short-term operational feasibility, process impacts, maintenance impacts, process constraints and constructability
 3. Train the Facility O&M Staff in support of various CIP projects in the roles of Lead Subject Matter Experts ("LSME") and Subject Matter Experts ("SME") and other roles as necessary.
 4. Participate in various project design workshops and assist O&M staff in preparation and participation in the workshops including providing written feedback/responses
 5. Prepare contingency plans for various process area shutdowns, and flow diversions
 6. Review construction sequencing impacts for various CIP projects, provide technical assistance to O&M and construction management staff to coordinate between multiple CIP projects, construction activities and process shutdowns

7. Assist various O&M groups in preparing and reviewing operation and maintenance costs for future CIP projects, reviewing life cycle cost analysis for various process and equipment
 8. Maintain and manage the overall process shutdown activities which includes but not limited to maintaining the log, review, and approval of numerous process shutdown requests ("PSR"), coordinate and optimize between all shutdowns.
 9. Coordinate with CIP Risk / Interface Manager and Construction Coordinator on potential impacts to Facility operations due to upcoming CIP project testing, start up and commissioning activities.
 10. Facilitate establishment of focused groups with appropriate O&M team staff for various capital improvement projects.
 11. Perform the O&M liaison role for O&M Division Managers and Superintendents in the PSR review and approval process.
 12. Assist Facility staff with the evaluation and integration of various control strategies for process instrumentation into the Distributed Control System and daily activities.
 13. Review designer produced control philosophy, narratives and strategies, and standard operating procedures.
 14. Coordinate with the Distributed Control System ("DCS") Supervisor and CIP Construction Coordinator to review upcoming project-related DCS needs and identify any DCS resource constraints.
 15. Coordinate CIP-related activities of the DCS group with the CIP Construction Coordinator.
 16. Travel to the site as directed by the Contract Manager on an as needed basis. Assumes 5 site visits by local staff and 2 site visits of 3-day duration by out of state staff.
- B. Deliverable:** Monthly activity report, technical review of engineering reports, design documents, startup and commissioning plan review, and deliver written comments, as defined by the Contract Manager and as agreed between Contract Manager and Consultant.
- 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: June 30, 2022.
- On or before ____ Business Days from _____.

Task No. 3: Document Preparation

- A. Services:** At the direction of the Contract Manager, Consultant shall:
1. Prepare / review Standard Operating Procedures ("SOP") for various wastewater treatment process areas including current and future new treatment process areas. New process areas include: Thermophilic Phased Anaerobic Digestion, Sludge screening, various odor control equipment, new headworks, polymer dosing for new Dissolved Air Flootation Tanks co-thickening, mechanical dewatering of digested sludge, secondary treatment, and filtration process etc.
 2. Assist various wastewater Operations managers in preparing the Facility's annual operating plan.
 3. Assist O&M Staff in verifying process performance and ensure attainment of the design intent and prepare technical reports with recommendations for improvements when necessary.
 4. Travel to the site as directed by the Contract Manager on an as needed basis. Assumes 5 site visits by local staff and 2 site visits of 3-day duration by out of state staff.
- B. Deliverable:** Submit completed SOPs, technical reports and RWF's annual operating plan in a format as defined by the Contract Manager and as agreed between Contract Manager and Consultant.
- 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: June 30, 2022.
- On or before ____ Business Days from _____.

Task No. 4: Technical Assistance

A. Services: At the direction of the Contract Manager, Consultant shall:

1. Provide technical assistance to various O&M Staff for various process shutdowns, and flow diversion for various CIP projects. This may include, but is not limited to, planning activities to prepare for a shutdown, preparing detailed write ups, conducting walk throughs, providing field assistance as necessary, and providing technical and field assistance in restarting of affected process areas.
2. Provide technical and field support, develop standards for various process start up, and commissioning activities and O&M manuals.
3. Provide technical and field assistance for various pilot projects. For example, various stress testing for secondary aeration and clarifiers, fat, oil and grease ("FOG") receiving station at the digesters etc.
4. Review and provide written comments on design documents, participate in various technical workshops and prepare technical review reports etc.
5. Provide technical and field assistance in integrating process changes.
6. Review and provide written comments on designer produced operations manual for various CIP projects and coordinate response with O&M
7. Review and provide written comment on designer produced Testing and Training Plans and coordinate response with O&M.
8. Review and provide written comment on various O&M manuals, Standard operating procedures ("SOPs"), Standard Specifications, provide technical support and coordinate response with various O&M groups.
9. Review and provide written comment on contractor produced Testing and Training plans and coordinate response with O&M.
10. Witness testing as directed, recommend compliance of test results with contract documents.
11. Provide technical assistance in multi project coordination during design, construction, and startups.
12. Travel to the site as directed by the Contract Manager on an as needed basis. Assumes 5 site visits by local staff and 2 site visits of 3-day duration by out of state staff.

B. Deliverable: Provide various technical reports and comments to CIP design documents, SOPs and O&M Manuals; witness equipment testing activities; attend meetings with or on behalf of O&M staff; etc.all as defined by the Contract Manager and as agreed between Contract Manager and Consultant.

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: June 30, 2022.
- On or before ____ Business Days from _____.

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@sanjoseca.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."***

<u>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
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			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Craig Lichty	Task 1			<u>X</u>
Sean Goris	Task 1,2,3,4			<u>X</u>
Jim Clark	Task 1,2,3,4			<u>X</u>
Jorj Long	Task 2,3,4			<u>X</u>
Randy Fiorucci	Task 2,3,4			<u>X</u>

Ari Copeland	Task 2,3,4			<u>X</u>
Lori Reed	Task 2,3,4			<u>X</u>
Dave Rosnagel	Task 2,3,4			<u>X</u>
Rahul Dave	Task 2,3,4			<u>X</u>
Sandeep Sathyamoorthy	Task 2,3,4			<u>X</u>
Yueyun Tse	Task 2,3,4			<u>X</u>
Mark Kleveter	Task 2,3,4			<u>X</u>
Derek Wurst	Task 2,3,4			<u>X</u>
Dan Rodriquez	Task 2,3,4			<u>X</u>
Dewey Smith	Task 2,3,4			<u>X</u>
Kathan Patel	Task 1			<u>X</u>
Pam Booker	Task 1			<u>X</u>
Lance Burris	Task 1			<u>X</u>

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 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	\$40,500
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	\$126,500
3	<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	\$126,500
4	<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	\$126,500
Part 2 – Reimbursable Expenses			
<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:	\$
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not 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:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$420,000