

Master City of San José Consultant Agreement

(Non-Capital Projects)

Amendment to Approved Service Order - Cover Page

- 1a. **Intentionally Omitted.** 1b. **Master Agreement AC No.:** 32212 (Giles OC-000308)
2. First Second Third Amendment to Approved Service Order No. 2
3. Consultant's Name: Black & Veatch Corporation
-

4. The above-referenced Approved Service Order is amended as follows:

- 4a. **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.
- 4b. **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.
- 4c. **Terms and Conditions - Attachment B:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment B.
- 4d. **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.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. **Consultant Approval:**

Date: _____



Email: lichtyc@bv.com
Date: 02/23/2023 GMT

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

Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

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

Date: _____

Matthew Tolnay

Email: matthew.tolnay@sanjoseca.gov
Date: 02/28/2023 GMT

8. **City Director Approval:**

Date: _____

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 03/09/2023 GMT

First **Second** **Third** **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$420,000 to \$920,260.

Appropriation Certification: I certify that an unexpended appropriation in the amount of the increased 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: \$500,260

Authorized Signature:

Renata Moreno

Email: renato.moreno@sanjoseca.gov
 Date: 02/23/2023 GMT

Date: _____

3. If the Maximum Service Order Compensation is being increased, the unencumbered amount in the Master Agreement is sufficient as follows:

a. Current unencumbered amount in Master Agreement:	\$	3,118,513
b. Increase in the Maximum Service Order Compensation:	\$	500,260
c. New unencumbered balance in Master Agreement	\$	2,618,253

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Task No. 1, entitled “General Project Management,” is amended as follows:

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 meetings with City’s Project Manager. Monthly status report meetings shall be conducted via conference call. Travel to the site by staffs as directed by the City’s Contract Manager on an as-needed basis.

B. Deliverable: The Consultant will provide the following to the City’s Contract Manager:

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 deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: June 30, 2023.

On or before ____ Business Days from _____.

Task No. 2, entitled “CIP Support Services,” is amended as follows:

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

1. Conduct work related to the capital improvement program (CIP) process, in support of the City’s Operations & Maintenance (O&M) Staff, as defined below and attend City’s construction progress meetings, biweekly testing startup and commissioning (TSC) meeting, and other project meetings to know project status.
2. Train the City’s San Jose-Santa Clara Regional Wastewater Facility (RWF) O&M Staff in support of the City’s various CIP projects in the roles of Lead Subject Matter Experts (“LSME”) and Subject Matter Experts (“SME”) and other roles as necessary.
3. Review and provide comments on behalf of 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.
4. Participate in the City’s various project design workshops and assist the City’s O&M staff in preparation and participation in the workshops including providing written feedback/responses.

5. Review the process control philosophy, narratives, and strategies, operation and maintenance process/system manual and standard operating procedures (SOP) produced by the City's CIP design consultants and provide feedback.
6. Review CIP project deliverable record drawings and conduct field verification on behalf of the O&M staff.
7. Coordinate with the City's Automation Engineering and Instrument Control Supervisor and the City's CIP Construction Coordinator to review upcoming project-related Distributed Control System (DCS) needs and identify any DCS resource constraints or DCS needs (additional DCS support via Consultant for witness testing).
8. Travel to the site as directed by the City's Contract Manager on an as-needed basis. Assumes on-site work by local staff and two (2) site visits of 3-day duration by out of state staff.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

Weekly activity report updates, technical review of engineering reports, and other written review comments, as defined by the City's Contract Manager and as agreed between Contract Manager and Consultant.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

Task No.3, entitled "Document Preparation," is amended as follows:

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

1. Review the City's SOPs 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 floatation tanks co-thickening, mechanical dewatering of digested sludge, secondary treatment, filtration process, etc.
2. Provide recommendations for revising the City's current SOPs or developing future SOPs based on review of information provided by the City.
3. Assist the City's O&M Staff in verifying process performance and ensure attainment of the design intent. Prepare technical reports with recommendations for improvements when necessary.
4. Travel to the site on an as-needed basis as directed by the City's Contract Manager.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

Submit completed SOPs and technical reports in a format as defined by the City's Contract Manager and as agreed between Contract Manager and Consultant.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

Task No. 4, entitled “Technical Assistance,” is amended as follows:

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

1. Provide technical and field support, develop standards for various City RWF process startups, commissioning activities, and O&M manuals.
2. Provide technical and field assistance for various City RWF pilot projects. For example, various stress testing for secondary aeration and clarifiers, fat, oil and grease (“FOG”) receiving station at the digesters, etc.
3. Review and provide written comments on City-provided design documents, participate in various technical workshops, and prepare technical review reports, etc.
4. Assist in background data collections, findings, evaluation/analysis, design, and cost estimation of O&M projects.
5. Review and provide written comments on plans and specifications and other technical documents produced by other O&M consultants.
6. Provide technical and field assistance in integrating process changes.
7. Review and provide written comments on City-provided, designer-produced operations manual for the City’s various CIP projects. Coordinate responses with the City’s O&M staff.
8. Review and provide written comment on City-provided Testing and Training Plans prepared by the City’s design consultants. Coordinate responses with the City’s O&M staff.
9. Review and provide written comment on various City-provided Vendor O&M manuals and SOPs. Provide technical support and coordinate responses to the various City O&M groups.
10. Review sections of RWF Division standard specifications and design guidelines on behalf of the Facility’s Engineering team and suggest recommendations to improve the project deliverable specifications.
11. Review and provide written comments on City-provided Engineer of Record (EOR) commissioning plans and coordinate response with the City’s O&M staff.
12. Review and revise the City’s Startup, training and testing specifications for improvements and additions.
13. Review the City’s computerized maintenance management system (CMMS) information sheets and assist the City with pulling Preventive Maintenance schedules out of vendor OMs for City’s CMMS placement.
14. Through meetings with the City’s O&M staff, review the City’s existing CMMS functionality and O&M operations objectives, review the City’s existing CMMS

information, and discuss with the City any potential CMMS architectures and other functional options to improve service/work requests, work orders, preventive maintenance templates, etc.

15. Perform witness testing as directed by the City's Contract Manager and recommend compliance options for test results to meet the City's contract document requirements.
16. Provide technical assistance in City's multi project coordination during design, construction, and commissioning.
17. Travel to the site as directed by the City's Contract Manager on an as-needed basis. Assumes on-site work by local staff and two (2) site visits of 3-day duration by out of state staff.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

Provide various technical reports and comments on 1) City's SOP, O&M Manual, and other documents prepared by the City's designers; 2) City's witness equipment testing activities; and 3) attendance at meetings with or on behalf of City's O&M staff; etc., all as defined by the City's Contract Manager and as agreed between Contract Manager and Consultant.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: June 30, 2023.
- On or before ____ Business Days from _____.

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

This Revised Attachment B is attached to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.

Section No. 2, entitled “Consultant’s Contract Manager and Other Staffing,” is amended as follows:

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: Ligaya Kohagura	Phone No.: 916-858-2453			<input checked="" type="checkbox"/>
Address: 10995 Gold Center Dr, Suite 100, Rancho Cordova, CA 95670	E-mail: kohaguralc@bv.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Craig Lichty	Task 1 (Bay Area Local)			<input checked="" type="checkbox"/>
Ligaya Kohagura	Task 1,2,3,4 (Northern California) Travelling staff			<input checked="" type="checkbox"/>
Mike Oriol	Task 1,2,3,4 (Northern California) Travelling staff			<input checked="" type="checkbox"/>
Roya Yousefelahhiyeh	Task 2,3,4 (Bay Area Local)			<input checked="" type="checkbox"/>
Neil Massart	Task 2,3,4 (Out of State)			<input checked="" type="checkbox"/>
Randy Fiorucci	Task 2,3,4 (Bay Area Local)			<input checked="" type="checkbox"/>

Ari Copeland	Task 2,3,4 (Bay Area Local)			<u>X</u>
Lori Reed	Task 2,3,4, (Out of State) Traveling Staff			<u>X</u>
Dave Rosnagel	Task 2,3,4 (Out of State)			<u>X</u>
Rahul Dave	Task 2,3,4 (Northern California) Travelling staff			<u>X</u>
Sandeep Sathyamoorthy	Task 2,3,4 (Bay Area Local)			<u>X</u>
Yueyun Tse	Task 2,3,4 (Bay Area Local)			<u>X</u>
Mark Kleveter	Task 2,3,4 (Out of State)			<u>X</u>
Derek Wurst	Task 2,3,4 (Bay Area Local)			<u>X</u>
Clinton McAdams	Task 2,3,4 (Southern California)			<u>X</u>
Dewey Smith	Task 2,3,4 (Northern California) Travelling staff			<u>X</u>
Lani Good	Task 2,3,4 (Bay Area Local)			<u>X</u>
Christopher McGrath	Task 2,3,4 (Southern California)			<u>X</u>
Lindsey Williams	Task 1 (Out of State)			<u>X</u>
Nicki Yeager	Task 1 (Out of State)			<u>X</u>
Jason Gyles	Task 1 (Out of State)			<u>X</u>
Shravani Ravadagundhi	Task 2,3,4 (Bay Area Local)			<u>X</u>

Section No. 4, entitled “Reimbursable Expenses,” is amended as follows:

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.	No Mark-up
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.

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

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	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	\$87,701
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	\$321,431
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	\$174,656
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	\$321,472
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input checked="" type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	\$15,000
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) sub-consultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$920,260