

**DRAFT EIGHTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND CDM SMITH FOR
WATER POLLUTION CONTROL PLANT PROGRAM MANAGEMENT SERVICES**

This Eighth Amendment to Consultant Services Agreement, dated_____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and CDM SMITH ("CONSULTANT").

WHEREAS, on March 31, 2014, CITY and CONSULTANT entered into a Consultant Services agreement whereby CONSULTANT would provide professional program management services necessary for oversight, analysis, coordination, review, consultation, services during construction and other services for a project known as Water Pollution Control Plant Program Management; and

WHEREAS, on March 28, 2017, CITY and CONSULTANT entered into an Amendment to Consultant Services Agreement to add additional scope of work as outlined in both Exhibit A-1 and B-3, increase the Payment of Fee and Expenses as outlined in both Exhibit B-2 and B-3, and to extend the Time for Performance through 03/31/2020; and

WHEREAS, on July 29, 2019, CITY and CONSULTANT entered into a Second Amendment to Consultant Services Agreement to add additional scope of work as outlined in Exhibit A-2 and increase the Payment of Fee and Expenses as outlined in Exhibit B-4; and

WHEREAS, on December 10, 2019, CITY and CONSULTANT entered into a Third Amendment to Consultant Services Agreement to extend the Time for Performance through 03/31/2022; and

WHEREAS, on December 20, 2020, CITY and CONSULTANT entered into a Fourth Amendment to Consultant Services Agreement to add additional scope of work as outlined in both Exhibit A-3 and B-6, increase the Payment of Fee and Expenses as outlined in both Exhibit B-5 and B-6, and to extend the Time for Performance through 12/31/2023; and

WHEREAS, on September 14, 2021, CITY and CONSULTANT entered into a Fifth Amendment to Consultant Services Agreement to expand the nature of Services by CONSULTANT; and

WHEREAS, on March 26, 2024, CITY and CONSULTANT entered into a Sixth Amendment to Consultant Services Agreement to extend the Time for Performance through 12/31/2024; and

WHEREAS, on November 11, 2024, CITY and CONSULTANT entered into a Seventh Amendment to Consultant Services Agreement to extend the term for up to an additional 12-month period, update Section 2, Notice to Proceed/Completion of Services, Section 3, Time for Performance, Section 4 "Payment of Fees and Expenses for Core Services and Additional Reconstruction Program Tasks," and update Exhibit B-7, Billing Rate Schedule; and

WHEREAS, the parties now desire to update the Agreement, including the addition of Exhibits A-4, B-9, B-10, and C-3, and agree that an Eighth Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS EIGHTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

1. Section 1 entitled "Services by CONSULTANT" is hereby deleted in its entirety and replaced with the following:

1. Services by CONSULTANT

CONSULTANT shall provide Program Management Core Services in accordance with Exhibit "A," Exhibit "A-1," "Exhibit A-2," "Exhibit A-3," and "Exhibit A-4".

At CITY'S sole option, CONSULTANT may be required to perform Additional Reconstruction Program Tasks as detailed in Exhibit "B-1," Exhibit "B-3," Exhibit "B-6," and Exhibit "B-9" in accordance with the provisions set forth in this Agreement.

All exhibits referenced in this Agreement are incorporated herein by reference.

Except as specified in this Agreement, CONSULTANT shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise to perform all operations necessary and required to satisfactorily complete the services required in this Agreement.

2. Subsection (b) of Section 2 entitled "Notice to Proceed/Completion of Services" is hereby deleted in its entirety and replaced with the following:

2. Notice to Proceed/Completion of Service

- (b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," Exhibit "A-1," "Exhibit A-2," "Exhibit A-3," and "Exhibit A-4" and Exhibit "B-1," Exhibit "B-3," "Exhibit B-6," and "Exhibit B-9," if authorized by CITY, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has satisfactorily completed the scope of work outlined in Exhibit "A," Exhibit "A-1," "Exhibit A-2," "Exhibit A-3," "Exhibit A-4", Exhibit "B-1," Exhibit "B-3," Exhibit "B-6," and Exhibit "B-9," and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Section 3 entitled "Time for Performance" is hereby deleted in its entirety and replaced with the following:

3. Time for Performance

The term of this Agreement will be for a 14 year and three (3) month period effective upon contract execution unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A," Exhibit "A-1," "Exhibit A-2," "Exhibit A-3," "Exhibit A-4", Exhibit "B-1," Exhibit "B-3," Exhibit "B-6," and Exhibit "B-9," if authorized. Extensions of time may be granted by the City Manager upon a showing of good cause, and by written amendment signed by both parties.

4. Section 4 entitled "Payment of Fees and Expenses for Core Services and Additional Reconstruction Program Tasks" is hereby deleted in its entirety and replaced with the following:

4. Payment of Fees and Expenses for Core Services and Additional Reconstruction Program Tasks

CITY agrees to pay CONSULTANT for the services rendered pursuant to this

Agreement the not-to-exceed amounts and/or rates set forth in the attached Exhibits "B," "B-2," "B-4," "B-5," "B-7," "B-8," and "B-10" regarding compensation schedules, and in Exhibits "B-1," "B-3," "B-6," and "B-9" regarding Additional Reconstruction Program Tasks. CONSULTANT acknowledges that any work associated with Additional Reconstruction Program Tasks shall be authorized by CITY on an as-needed basis, and the scope and fee for individual tasks will be negotiated in advance and agreed to in writing by both parties through duly executed task orders.

Payments shall be made to CONSULTANT on a monthly basis. Compensation will not be due until a detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for CITY processing. An estimate of the percent of total completion associated with the various categories of the services shall be furnished by CONSULTANT with said billing. Costs for reimbursable expenses will be paid in accordance with the amounts and terms established in Exhibits "C," "C-1," "C-2," and "C-3".

In no event shall the total amount of compensation payable under this Agreement for Program Management Core Services exceed the sum of Thirty-Nine Million, Fifty-Eight Thousand, Two Hundred Seventy-Three and No/100 Dollars (\$39,058,273.00), unless upon written modification of this Agreement executed by both parties.

In no event shall the total amount of compensation payable under this Agreement for Additional Reconstruction Program Tasks exceed the sum of Two Million, Nine Hundred Seventy-One Thousand, Nine Hundred Fifty-Nine and No/100 Dollars (\$2,971,959.00), unless upon written modification of this Agreement executed by both parties.

All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

5. Section 8 entitled "Standard of Workmanship" is hereby deleted in its entirety and replaced with the following:

8. Standard of Workmanship

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the services and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the scope of work outlined in Exhibit "A," Exhibit "A-1," "Exhibit A-2," "Exhibit A-3," and "Exhibit A-4", and Additional Reconstruction Program Tasks outlined in Exhibit "B-1," Exhibit "B-3," "Exhibit B-6," and "Exhibit B-9", if authorized, shall be of a quality acceptable to CITY.

6. Section 17 entitled "Notices" is hereby deleted in its entirety and replaced with the following:

17. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, sent by commercial courier, or sent by electronic mail, addressed as follows:

To CITY: Marlon Quiambao, Assistant City Engineer
Department of Public Works
CITY OF SUNNYVALE
P.O. Box 3707
Sunnyvale CA 94088-3707

To CONSULTANT: CDM SMITH
Attn: Erin McGuire, PE, PMP
2300 Clayton Road, Suite 950
Concord CA 94520

7. Exhibit A-4 is attached hereto and incorporated herein by this reference.
8. Exhibit B-9 is attached hereto and incorporated herein by this reference.
9. Exhibit B-10 is attached hereto and incorporated herein by this reference.
10. Exhibit C-3 is attached hereto and incorporated herein by this reference.
11. All other terms and conditions remain unchanged.

REMAINDER IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment to the Agreement.

CITY OF SUNNYVALE ("CITY")

CDM SMITH, INC. ("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A-4

Water Pollution Control Plant Program Management SCOPE OF WORK

I. General

This project provides Program Management services for modifications to the Water Pollution Control Plant (Plant) in the City of Sunnyvale, California (City). The anticipated work will be overall rehabilitation as well as new processes and facilities for some portions of the existing Plant. The existing Plant must be maintained in continuous operation for fully compliant discharge.

The City's overall goal is to renovate the existing Plant to a new facility suitable to treat and dispose of municipal sewage for the next 30-40 years. The renovated Plant must meet all regulatory and permit requirements, as well as good practices, sustainability, and cost-effectiveness, with an intent toward reducing overall lifecycle costs, and being good stewards of the land and public trust. The Plant must be reliable, flexible, and adaptable to respond to expected and new challenges over the next generation. To achieve this goal, the City of Sunnyvale is implementing a series of capital projects called the Cleanwater Program (Program).

The Program Management Consultant (PMC) provides management services for the City's Public Works Department to provide oversight of master planning, oversee and coordinate multiple design and construction contracts, and coordinate the Program with ongoing Plant operations. Paramount will be the planning of projects and coordination with continued operations of the Plant and compliance with the Programmatic Environmental Impact Report (PEIR) and the City's National Pollutant Discharge Elimination System (NPDES) permit.

The PMC is a team of experienced firms with resources in several engineering and financial disciplines including, but not limited to; structural, civil, environmental, electrical, process mechanical, building mechanical, industrial process control, LEED Certification, construction management, scheduling and coordination of projects with ongoing Plant operations, operations training and manual preparation, commissioning and startup, budgeting and fiscal reporting. The PMC provides regulatory knowledge of state and federal laws and regulations, particularly relative to water pollution control plants, Bay Area Air District (BAAD), NPDES, other related permits, air emissions and greenhouse gas regulations, as well as Cal OSHA (safety) and California Environmental Quality Act (CEQA) management and compliance.

The PMC is structured and situated to sustain Program Management services over the duration of the Program and to support the Public Works Department's continuous responsibility to multiple stakeholders including; the Environmental Services Department; the Finance Department; City executives and elected officials; lenders, regulators, and regional partners; and members of the general Sunnyvale public. The PMC assists in scoping, procuring, and managing consultant

contracts, including resolution of potential conflicts (scheduling, design and site) in the City's best interests. The PMC is also responsible for managing controls (budget and schedule), establishing and maintaining a document control system, planning and oversight of regulatory and environmental compliance, public outreach, commissioning, and implementing the automation and control system plan.

The PMC is working with the City to update and implement the Master Plan that will guide further design and construction of the facility in a cost-effective and efficient manner in compliance with CEQA.

The PMC is working with the City, external stakeholders (such as regulators, regional partners, government lenders, and the public), and other City consultants who will be working simultaneously on the secondary treatment system, the tertiary treatment system, the solids handling system, the combined heat and power system, the SCADA system, the electrical system, the Cleanwater Center, and the Plant support facilities.

Third party design consultants working on the various projects at the Plant are responsible for all design aspects necessary to prepare complete sets of sealed plans and specifications suitable for Public Works bidding, and compliant with all applicable requirements. The PMC is responsible for reviewing these documents including coordinating these designs with the other consultants and contractors working at the Plant for compatibility. The PMC is also responsible for recommending these plans for bidding to the City Engineer.

II. Location

The existing Plant is at 1444 Borregas Avenue, Sunnyvale, Santa Clara County, California.

The site lies near the South San Francisco Bay, in the northern part of the City of Sunnyvale. The site includes approximately 17 acres of land, approximately 440 acres of ponds, and several associated property rights. The City's SMaRT (Sunnyvale Materials Recovery and Transfer) station lies west of the Sunnyvale East Channel forming the easterly boundary of the site. The City's closed municipal solid waste landfill is southerly and westerly of the site. Several high technology businesses surround the site beyond the City-owned land and Caribbean Drive within Moffett Park.

III. Background

The existing Plant was initially built in 1956. With additions over the years, it has grown to a tertiary treatment facility with an average dry weather flow rate of 13 Million Gallons per Day (MGD) and a permitted average dry weather flow rate of 29.5 MGD. An asset condition assessment conducted in 2005 estimated the Plant's then current asset value at approximately \$354 million. The asset condition assessment also identified several critical Plant structures as at-risk

and in need of rehabilitation. Based on this assessment, the City began implementing several rehabilitation projects and also developed a long-term Strategic Infrastructure Plan (SIP) to serve as a road map for the physical improvements and process enhancements needed to maintain a high level of treatment and to meet current and expected regulatory requirements and stewardship objectives. In 2013, to help implement the SIP, the City secured the professional services of an engineering design team of consultants to develop a comprehensive Master Plan, which included the “basis of design” development for the various process areas to be rebuilt and a programmatic environmental impact report (EIR). The Master Plan was adopted by City Council in 2016.

The first major project of the Program—new headworks and primary treatment facilities—recently finished construction at the Plant. The new facility replaced gas-fueled influent pumps with electric, in-channel grinders with screening, aerated grit removal with vortex separation, and structurally deficient sedimentation basins with tanks that meet modern seismic standards.

The existing treatment process also includes two oxidation ponds covering about 440 acres at the south end of San Francisco Bay. Along with fixed growth reactors and air flotation tanks for algae removal, the ponds provide secondary treatment. The second major project of the Program—new secondary treatment and thickening/dewatering facilities, under construction now—will supplant existing facilities as the main mode of secondary treatment. To keep existing facilities in service to treat a smaller portion of the flow and handle wet weather peaks, the third major project of the Program (also under construction now) rehabilitates degraded structures and replaces aged equipment.

Tertiary treatment utilizes dual-media filtration, sodium hypochlorite for disinfection, and sodium bisulfate for chlorine removal. These facilities are being rehabilitated along with the existing secondary treatment facilities. The Plant can treat up to 2 million gallons per day to Title 22 standards for unrestricted use and distributed as recycled water for irrigation purposes in parts of Sunnyvale and Cupertino. The facility also has four anaerobic digesters and a third-party contract for dewatering biosolids from both the digesters and oxidation ponds. This contract eliminated the need for gravity drained sludge dewatering beds and stockpiling dewatered sludge.

The Plant has its own State-certified laboratory and Plant personnel perform industrial waste inspections (pretreatment). Plant administration is housed onsite and ancillary facilities include workshops for Operations and Maintenance, multiple storage areas, and parking.

The Sunnyvale Water Pollution Control Plant operates in accordance with NPDES Permit No. CA0037621 as adopted by Order R2-2020-0003 of the California Regional Water Quality Control Board, San Francisco Bay Region (CRWQCB-SF Bay), and other permits.

IV. Consultant And Stakeholder Coordination Requirements

The City has eleven active consulting and construction contracts on the Cleanwater Program and anticipates awarding six more contracts over the next three years. PMC coordinates its work with

the City, other City Consultants who will be working simultaneously on the Program's capital projects (Existing Plant Rehabilitation; Secondary Treatment Improvements–Stage 1; Cleanwater Center; Master Plan Update; Cogeneration Upgrade; Digester No. 5, FOG/Food Waste Facility, and Waste Gas Burner Replacements), other City Consultants who will be working simultaneously on projects that impact the Program, and external stakeholders with approval authority over activities in the program (e.g., Valley Water, PG&E).

V. Program Management Services—Overview

PMC is a focal point for coordination and oversight of the Program by advising the City in various capacities, including reviewing the work of other consultants retained by the City to assess, design, and construct the Plant projects. The PMC is responsible for providing various services that include contract scoping, procurement, design management, construction coordination, program management, commissioning, schedule and budget controls, records management, public outreach, and oversight of automation and controls systems for various projects included in the program. The PMC's role is to help the City achieve its overall Program goals which include:

- Continuous compliance with the Plant's water quality requirements throughout design, construction, and commissioning
- Design of state-of-the-art wastewater treatment facilities that are energy efficient, safe, environmentally friendly, low maintenance, and cost-effective when evaluating life-cycle costs
- Completion of design and construction contracts on time and within budget
- Effective scoping and management of consulting services to deliver high quality, cost-effective, results-oriented services to the City
- Production of quality plans and specifications for construction projects that minimize the City's exposure to delays and cost overruns
- Effective communication and decision making by City staff and elected officials

This amendment extends PMC's services for an additional three years. The following is a general outline of services anticipated under the PMC agreement during this time:

- Design procurement, management, and review; bidding management; construction coordination; commissioning assistance; post-construction support; permitting; funding and financing; third-party agreements; and miscellaneous unique services on the following capital projects:
 - Existing Plant Rehabilitation (Main Package)
 - Site Prep

- Secondary Treatment Improvements–Stage 1 (Main Package)
- Primary Effluent Pipeline Rehabilitation
- West Perimeter Wall
- Cleanwater Center
- Cogeneration Upgrade
- Master Plan Update
- Phase 3 Condition Assessment
- Digester Number 5/Food Waste Facility/Waste Gas Burner (assumed a single package)
- Planning and communicating the regulatory and environmental compliance strategy
- Creating and sharing outreach materials for the general public
- Coordinating and strategizing the Program’s holistic implementation
- Organizing and tracking the overall Program budget, schedule, and documentation
- Managing the PMC contract and team

The City recognizes the general nature of this contract as providing program management services and that in general the scope of work is defined by the descriptions below and limited by the level of effort stated in the budget. The Master Plan Update is currently underway and may recommend different or additional capital projects begin within the term of this amendment. PMC base services include those projects detailed below.

VI. Program Management Services—Project Delivery

The PMC is responsible for assisting the City throughout the lifecycle of all projects in the Program. Prior to construction, PMC is the lead owner’s agent. During construction, the PMC has a supporting role with testing, compliance, technical advice, and coordinating project developments with other aspects of the Program. PMC’s project delivery scope includes the following:

- **Design Procurement**
 - Prepare professional services scopes of work (SOWs), attachments, and budget templates to support competitive proposal processes. Confirm all permit requirements, technical deliverables required for financing submittals, and site characterization (such

as hazardous materials assessment) needed to obtain competitive bids, are identified in each SOW. Prepare for and lead meetings to finalize the project scope.

- Solicit interest among prospective proposers and assist the City with answering their questions. Prepare for and participate in meetings with prospective proposers. Review technical proposals and participate in interviews as an advisory panel member.
- Review and comment on fee proposal from selected consultant. Advise on potential scope modifications. Participate in negotiation meetings. Prepare Report to Council for contract award, and presentation if needed.
- **Design Management and Review**
 - Participate in biweekly meetings with the City and the consultant, as well as informal check-ins with the consultant PM. Verify the consultant develops and distributes meeting agendas and minutes and maintains decision and action item logs. Review and evaluate contractual requests from consultants, such as Notices to Proceed (NTPs) and Contract Change Orders (CCOs). Track project progress and provide weekly status updates, monthly schedule updates, and bimonthly updates on accomplishments and risks. Assist Public Works in addressing stakeholder concerns. Provide proactive guidance to verify deliverables meet expectations and fulfill the SOW. Engage subject matter experts to resolve technical issues.
 - Coordinate submittal reviews and maintain plan/document review logs to track comments and responses. Distribute deliverables and comment logs to City, PMC, and construction management consultant (CMC) reviewers. Capture verbal comments from workshops and other meetings in the review log. Compile comments and resolve contradictory comments prior to transmitting them to the consultants. Obtain comment responses from the consultants. Provide responses to the commenters and obtain concurrence. Resolve outstanding comments using appropriate means of communication, including potentially coordinating review meetings with the City and the designer so that comments can be discussed in detail, clarified as necessary, and resolved.
 - Participate in workshops and perform review of consultant deliverables by experienced technical resources. Verify that designs are complete, accurate, operable, maintainable, and compatible with existing and planned facilities and other Program projects. (Biddability and constructability reviews will be performed by the CMC.) Focus comments on design assumptions and criteria, fatal flaws, and integration with the rest of the Plant and Program. Identify value-add opportunities, though formal value engineering is not included. Verify comments on draft memoranda and previous design packages were addressed.
- **Bidding Management**

- Review draft front-end documents prepared by the CMC. Advise on sequencing, intermediate milestones and delay impacts.
- Identify disadvantaged business enterprise (DBE) outreach and other items required for compliance with outside funding and financing. Coordinate implementation of these measures.
- Prepare slide deck and talking points for pre-bid meeting and site walk. Participate as a speaker in the pre-bid meeting. Conduct preparatory site visit to identify the site walk path and take photographs. Co-lead the site walk. Assist with answering questions from prospective bidders.
- Review bids for responsiveness, with a focus on forms required for outside funding and financing. Prepare Report to Council for contract award, and presentation if needed.
- **Construction Coordination**
 - Attend pre-construction, kickoff, quarterly partnering, and weekly construction meetings. Monitor RFIs, addenda, submittals, change orders, and clarifications submitted by the contractor and identify those which have the potential to impact other projects in the Program. Perform further evaluation if warranted and prepare a response. Evaluate changes under consideration for potential impacts on the Program. Identify scope, schedule, and budget impacts, and propose options to mitigate impacts.
 - Review submittals for AIS compliance. Prepare waiver applications when appropriate.
 - Coordinate ESDC and review contract amendment or change order requests from consultants. Provide third-party review of significant technical issues and advise on isolated technical items.
 - Audit large claims for delays, productivity impacts, escalation, or additional costs, including those generated by subcontractors.
- **Commissioning Support**
 - Review and critique commissioning work plans prepared by contractors during the submittal process. Read and become familiar with key equipment and system submittals to prepare for the commissioning and start-up period. Perform factory witness testing for major equipment. Participate in automation workshops.
 - Participate in conference calls to coordinate commissioning activities. Resolve field issues as they arise. Witness instrument field calibration, network installation testing, and loop testing. Observe system functional testing, including network operational testing, preliminary run testing, process control and instrumentation system demo testing, and start-up and testing for all subsystems and equipment systems. Provide

secondary review comments on all Manufacturers' Certification of Installation Compliance.

- Provide secondary review comments on the test water management final plan. Observe clean water facility testing and provide secondary review of the testing results. Prior to start-up, provide secondary review comments on the commissioning documentation and data collected to-date to confirm readiness for start-up. Provide secondary review comments on the set-up and functional requirements for temporary facilities needed to support start-up. Cross-check process start-up forms submitted by the contractor to verify that all start-up services have been successfully completed in accordance with the design specifications. Provide secondary review comments on the final operations testing plan, the test water management plan, and the start-up go/no-go decision criteria.
- Provide on-site support for initiation of facilities start-up, control loop tuning and optimization, process control system testing, ancillary system and remaining equipment start-up and testing. Review system-level final testing reports. Assist with remote troubleshooting of performance testing and fine tuning of the process control and instrumentation system. Provide onsite post-acceptance support for process optimization and integration.
- During the warranty period, provide experienced automation staff to support as-needed operational troubleshooting (e.g. restart, shutdown, alarms) and consider Owner-preference adjustments to the Plant's automated control system (ACS).
- **Post-Construction Assistance**
 - Identify and apply for one or two project awards through industry associations such as American Society of Civil Engineers (ASCE) or American Public Works Association (APWA).
 - Obtain electronic record drawings and integrate into the Program basemap.
 - Participate in lessons learned meeting with City, designer, and CMC.
- **Permitting**—As described under individual projects.
- **Funding and Financing**—As described under individual projects.
- **Third-Party Agreements**—As described under individual projects.

PMC has additional responsibilities unique to individual projects as described case-by-case below.

1 Existing Plant Rehabilitation (Main Package)

1.1 (not used)

1.2 (not used)

1.3 (not used)

1.4 Construction Coordination: As described under Section VI.

1.5 Commissioning Assistance: As described under Section VI.

1.6 Post-Construction Support: As described under Section VI.

1.7 (not used)

1.8 State Revolving Fund (SRF) Loan Administration

- Coordinate with SWRCB to respond to requests and close loan agreement.
- Prepare quarterly progress reports documenting schedule and work status, issue resolution, change orders, and regulatory compliance over the previous period. Prepare quarterly disbursement requests by compiling and annotating invoices and completing required forms.
- Verify annual UR-334 forms are completed and submitted timely.
- Prepare for and participate in SWRCB site visits.
- After project Final Completion, prepare the project completion report.

1.9 (not used)

2 Site Prep

2.1 (not used)

2.2 (not used)

2.3 (not used)

2.4 Construction Coordination: As described under Section VI.

2.5 (not used)

2.6 Post-Construction Support: As described under Section VI.

2.7 (not used)

2.8 (not used)

3 **Secondary Treatment Improvements–Stage 1 (Main Package)**

3.1 (not used)

3.2 (not used)

3.3 (not used)

3.4 **Construction Coordination:** As described under Section VI.

3.5 **Commissioning Assistance:** As described under Section VI.

3.6 (not used)

3.7 **Permitting**

- Extend Authority to Construct (ATC) expiration date for an additional two years.
- Plan and implement communication with RWQCB to notify them of conventional activated sludge (CAS) start-up. Submit operations plan and notification to secure exemption from mandatory minimum penalties during adjustments and testing. Submit required documentation after process startup.

3.8 **SRF Loan Administration**

- Prepare quarterly progress reports documenting schedule and work status, issue resolution, change orders, and regulatory compliance over the previous period. Prepare disbursement requests by compiling and annotating invoices and completing required forms.
- Verify annual UR-334 forms are completed and submitted timely.
- Prepare for and participate in SWRCB site visits.
- Amend loan agreement to extend the project completion date.

3.9 (not used)

4 Primary Effluent Pipeline Rehabilitation

4.1 (not used)

4.2 Design Management and Review: As described under Section VI.

4.3 Bidding Management: As described under Section VI.

4.4 Construction Coordination: As described under Section VI.

4.5 (not used)

4.6 Post-Construction Support: As described under Section VI.

4.7 Permitting

- Lead BCDC, 401, 404, and CDFW permit submittal and negotiation. Application materials will be prepared by the designer. Close out permits when construction is complete.
- Coordinate and prepare correspondence for mitigation credit purchase.

4.8 (not used)

4.9 Surveying

- Survey to locate and adjust existing easements for the primary effluent pipeline. Survey and adjust three existing easements to align with the proposed pipeline route. If desired by USFWS, consolidate these existing easements into one easement for the pipeline.

5 West Perimeter Wall

5.1 (not used)

5.2 Design Management and Review: As described under Section VI.

5.3 Bidding Management: As described under Section VI.

5.4 Construction Coordination: As described under Section VI.

5.5 (not used)

5.6 (not used)

5.7 Permitting

- Lead BCDC permit submittal and negotiation. Application materials will be prepared by the designer.

- During the blooming season prior to construction, perform preconstruction Congdon's tarplant survey and prepare letter report.

5.8 (not used)

5.9 Shared Wall Interagency Agreements

- Complete Phase 1 Environmental Site Assessment for land that Valley Water will quitclaim to the City. Prepare quitclaim documents. Coordinate certification of the quitclaim by both parties.
- Finalize cost share and maintenance agreements with Valley Water. Prepare Report to Council and presentation for City authorization to execute the agreements.
- Prepare encroachment agreement exhibits. Submit to PG&E and obtain their approval. Facilitate partial execution by the City.
- Manage advice letter process with PG&E and CPUC. File fully-executed encroachment agreement with the County recorder.
- Coordinate Valley Water's payment deposit, price adjustment after bid opening, and negotiation of excess change order funding.

5.10 Third-Party Access Impacts

- Identify stakeholders who need to be informed of Bay Trail access restrictions during construction. Plan and prepare appropriate communications.
- Coordinate overlapping construction areas and timing with Valley Water's West Channel project.

6 Cleanwater Center

6.1 (not used)

6.2 Design Management and Review: As described under Section VI.

6.3 Bidding Management: As described under Section VI.

6.4 Construction Coordination: As described under Section VI.

6.5 (not used)

6.6 (not used)

6.7 Permitting

- Secure RWQCB approval for alteration of existing site conditions in Recycle Yard.
- Secure BCDC permit for Carl Road improvements, if needed. Application materials will be prepared by the designer.
- Identify appropriate actions for BAAQMD Rule 8-34 compliance.

6.8 (not used)

6.9 Utility and Surveying Coordination

- Lead design-phase coordination with PG&E to achieve relocation of the switchgear and pad that conflict with the Cleanwater Center footprint. Produce easement documents and coordinate execution by both parties, if a new easement is needed for the relocated switchgear. It is assumed that the conflicting 12 kV line will remain in-place.
- Identify and facilitate implementation of permanent MPOE location. Produce easement documents and coordinate execution by both parties, if a new easement is needed.
- Survey to define Carl Road easement by preparing legal description of actual road location.
- Coordinate field location of the landfill gas collection trench around the Recycle Yard perimeter.

6.10 Community Integration

- Identify and implement plan for integrating Community Improvements with the Cleanwater Center project.

6.11 Temporary Facilities Planning

- Finalize temporary facilities, temporary parking, and move plan during and after Cleanwater Center construction. Assist with move coordination.
- Identify and implement plan for temporary controls and wireless communication during construction.

6.12 IT Planning

- Lead workshop with designer City IT and SCADA staff to determine general building IT requirements: network outlet requirements for IT-connected equipment, location and requirements for IT-connected WiFi devices,

requirements for server room design, and utility connections for internet and phone.

- Lead workshop with designer, City IT, and SCADA staff to coordinate server and control room requirements: lighting and HVAC provisions for server room and control room, requirements to accommodate workstations, access control for control room and server room, control room design requirements to accommodate SCADA provisions such as wall-mounted large screen displays, relocation of servers for CCTV equipment and the access control system, and fiber connections from source locations.

7 Cogeneration Upgrade

7.1 (not used)

7.2 Design Management and Review: As described under Section VI.

7.3 Bidding Management: As described under Section VI.

7.4 Construction Coordination: As described under Section VI.

7.5 (not used)

7.6 (not used)

7.7 Permitting

- Secure ATC for the project. Lead meetings and other communications with BAAQMD. Application materials will be prepared by the designer.
- Approach BAAQMD for an ATC authorizing food waste codigestion under a delayed compliance agreement. Lead meetings and other communications with BAAQMD. Secure and administer agreement if BAAQMD is amenable. Application materials will be prepared by the designer.

7.8 Funding and Financing

- Finalize project funding strategy. Sources may include the Inflation Reduction Act tax credit, SRF, Water Infrastructure Finance and Innovation Act (WIFIA), CalRecycle Co-Digestion Grant, and California Energy Commission Energy Conservation Assistance Act.
- Identify, plan, and execute the steps needed to apply for and secure outside funding which financially benefits the City and can be utilized without unduly constraining project delivery or facility performance.

- Administer the grants and loans for which the City is selected. This includes preparing disbursement requests and required reports, participating in funding agency audits, and communicating other parties' compliance requirements.

7.9 Equipment Sole Source Agreement

- Assist with getting Purchasing Division approval to sole source the cogeneration engines.
- Draft Memorandum of Agreement with the engine manufacturer. Negotiate final terms and price.

8 Master Plan Update

8.1 (not used)

8.2 Design Management and Review: As described under Section VI.

8.3 (not used)

8.4 (not used)

8.5 (not used)

8.6 (not used)

8.7 (not used)

8.8 (not used)

8.9 (not used)

8.10 Master Plan Update Adoption

- Prepare Report to Council and presentation recommending adoption of the Master Plan Update.
- Update Program schedule, brochure, and site layout drawings to reflect Master Plan Update.

9 Yard Pipe Condition Assessment

- 9.1 (not used)
- 9.2 **Design Management and Review:** As described under Section VI.
- 9.3 (not used)
- 9.4 (not used)
- 9.5 (not used)
- 9.6 (not used)
- 9.7 (not used)
- 9.8 (not used)
- 9.9 (not used)

10 Digester Number 5/Food Waste Facility/Waste Gas Burner

- 10.1 **Design Procurement:** As described under Section VI.
- 10.2 **Design Management and Review:** As described under Section VI.
- 10.3 **Bidding Management:** As described under Section VI.
- 10.4 (not used)
- 10.5 (not used)
- 10.6 (not used)
- 10.7 **Permitting**
 - Secure ATC for the project. Lead meetings and other communications with BAAQMD. Application materials will be prepared by the designer.
 - If not previously authorized under a delayed compliance agreement, secure ATC to codigest food waste.
- 10.8 **Funding and Financing**
 - Develop project funding strategy. Sources may include SRF, WIFIA, CalRecycle Organics Grant, and California Energy Commission Energy Conservation Assistance Act.

- Identify, plan, and execute the steps needed to apply for and secure outside funding which financially benefits the City and can be utilized without unduly constraining project delivery or facility performance.

10.9 Equipment Sole Source Agreement

- Assist with getting Purchasing Division approval to sole source one piece of equipment.
- Draft Memorandum of Agreement with the equipment manufacturer. Negotiate final terms and price.

VII. Program Management Services—Programmatic Support

The PMC has a programmatic role in several functions that span across capital projects. Additionally, PMC has the responsibility to manage its own schedule, budget, contract, quality, and team, common to all professional services agreements.

11 Regulatory Strategy and Environmental Compliance

11.1 Regulatory Coordination

- Maintain spreadsheet database of special conditions attached to each permit obtained, and steps for compliance; high-level table listing the permits, deliverables, and touchpoints for each regulator; step-by-step plans for achieving each regulatory objective.
- Lead monthly permitting meetings to discuss strategy, issues resolution, and upcoming activities. Prepare agenda, minutes, and rolling look-aheads for each meeting.

11.2 Post-Construction Compliance for Pond Effluent Pipeline

- Complete administrative activities needed to permit the floating pond effluent pipeline as a permanent improvement and comply with the conditions of executed permits.
- Reapply for and secure Encroachment Permit from Valley Water.
- Coordinate and prepare correspondence for mitigation credit purchase.

11.3 Invasive Species Survey

- Map all invasive species within all areas proposed to be graded, including access roads and staging areas, and within all sensitive habitats (e.g., wetlands) across the project areas.
- Develop an Invasive Species Management Plan that contractors performing grading outside the fenceline will be responsible for complying with.

12 Public Outreach

12.1 Program Website

- Maintain the program webpage. Update an average of once a month with program news, photos, and/or public-facing documents.
- Identify and implement changes needed to satisfy updated ADA accessibility requirements. To the extent that these changes affect documents currently or typically posted on the website, coordinate needed edits.

12.2 Events and Publications

- Produce content for City publications such as Sustainable Sunnyvale, Horizons, and Update Sunnyvale.
- Coordinate and prepare for outreach events such as open houses, groundbreakings, and State of the City.
- Identify opportunities and prepare materials to present at conferences or professional societies and submit content for industry publications.

13 Programmatic Technical Support

13.1 Engineering Analyses

- Prepare high-level assessments of engineering issues or systems that span across projects or need to be addressed before a new project is initiated. Document findings in a brief memo or spreadsheet. Detailed assessments would be covered by a task order or assignment to a design team.
- Investigate and advise on new technologies, solutions, or problems. Provide technical advice when Plant conditions or Program drivers change or information is identified which may conflict with prior assumptions.

13.2 Automation

- Lead biweekly Program-IT coordination meetings, provide minutes, and maintain a running log of action items. Conduct informal check-ins with the City's Control Systems Integrator on alternating weeks.
- Advise on adjustments to control algorithms for newly constructed facilities. Assist with documentation and troubleshooting. Provide recommendations for continuity of operation.

13.3 Survey Floating Pond Effluent Pipeline

- Work with USFWS to establish permanent right-of-way for the floating pond effluent pipeline. Prepare survey to define new easement around the floating secondary effluent pipelines for crossing Cargill Channel across the USFWS National Wildlife Refuge land. Prepare legal documents, Report to Council, and presentation. Renew Special Use Permit until this right-of-way is established.

13.4 Site Use

- Maintain current and planned site layouts. Update phased site layout figures with footprints of proposed construction to identify site conflicts and sequencing issues.
- Compile CAD files depicting surface features, utilities, topography, geotechnical boring locations, easement and property boundaries, and other relevant data. As new data becomes available, update basemap with record drawings, design submittals, and field investigations and observations. Coordinate with consultants to resolve conflicting data. Make the current basemap available to all consultants.

14. Programmatic Finance

14.1 Phase 2 WIFIA Loan Administration: Prepare and track draw requests, progress reports, and milestone reports. Compile and submit additional project-related documents as required by EPA. Lead periodic status meetings. Prepare for and participate in EPA site visits. Respond to requests for WIFIA program evaluation data. Verify that contracts issued for eligible costs are consistent with federal compliance requirements. Amend loan agreement to extend completion date.

14.2 Phase 3 WIFIA Loan Application: Collect information for, prepare, and submit a Letter of Interest and all attachments for a programmatic WIFIA loan for Phase

3 projects. Individual loan applications would be prepared under specific projects in Section VI.

- 14.3 Funding Strategy:** Research and advise on emerging funding opportunities, including project eligibility and competitiveness, application and compliance requirements, and any constraints that would attach to project delivery. Prepare supporting documentation for opportunities led by other Departments. When sources could fund multiple projects, identify the most advantageous approach for utilizing available funding.

15 Program Controls

- 15.1 Reporting:** Prepare bimonthly report of program activities, schedules, and budgets. Prepare weekly update of status on each project.
- 15.2 Scheduling:** Incorporate designers' and contractors' baseline schedules once approved. Review schedule submittals at design milestones and incorporate into the Program schedule after comments are addressed. Update the Program schedule monthly, reflecting actual progress and minor revisions to planned activities throughout the lifecycle of all projects in the Program. Produce schedule reports showing various levels of information and detail.
- 15.3 Program Management Information System:** Train new users in how to use Trimble Unity Construct, specifically the filing structure and processes utilized on the Program. Develop, modify, and troubleshoot new or existing processes and workflows. Enter and update contracts and budgets upon request. Collect and file electronic copies of key correspondence, consultant deliverables, review comments, and other project documents. Host and utilize SharePoint Workroom for deliverable reviews.

15.4 Budgeting and Cost Management

- Obtain monthly reports of City financials and reconcile with Program financial data. Prepare monthly graphs showing base, optional, and contingency budgets and expenditures against each contract and the overall Program.
- Track contract amounts, engineers' cost estimates, and Program cost projections against Council-approved budgets. Provide templates and guidance to consultants preparing estimates for component projects.
- Advise on economic and industry trends that could impact Program cost. Propose corrective changes if needed to maintain the expected Program cost within the approved amounts.

- For the FY 2027/28 City budget update, prepare project request forms that account for any changes in project timing, cost estimates, or actual expenditures.

15.5 Risk Management and Implementation Strategy: Maintain Program risk register by identifying emerging risks, proposing mitigations, and gaining concurrence on the appropriate response. Collect and distribute status updates on active risks. Evaluate Program impacts of proposed changes to project schedule milestones, cost, packaging, site layout, or scopes. Lead meetings and provide written evaluations to support City decisions about proposed changes.

16 Program Coordination

16.5 Meetings: Lead regular meetings on general PMC and program business with the PMC internal, core Public Works, and City leadership teams. Prepare agenda, handouts, and minutes. (Project- and task-specific meetings are scoped under their respective project or task.)

16.6 Strategic Support

- Prepare presentations and talking points for Council Study Sessions. Participate and answer questions.
- Advise on administrative and policy developments that could impact the Program.
- Assist with legislative outreach, such as preparing material for position papers or letters of support.

17 Project Management

17.1 Contract and Team Management: Submit monthly invoices with progress reports and backup. Process and pay subconsultant invoices. Perform internal project and financial administration activities. Administer the PMC contract with the City, controlling the budget, and preparing PAUs, CCOs, NTPs, and task orders over the course of the contract. Execute and administer subcontracts with subconsultants and vendors, including adding new service providers when needs arise. Distribute

workload among PMC staff and manage team assignments, quickly resolving any issues or bottlenecks.

- 17.2 Quality Oversight:** Implement quality procedures to consistently achieve industry-standard delivery of PMC's products and services. Monitor that expectations are met.

18 Other Direct Costs

All reimbursable expenses as enumerated in Exhibit C-3 are budgeted under this task.

Exhibit B-9

Water Pollution Control Plant Program Management
Additional Reconstruction Program Tasks

The City is undergoing major efforts to procure, permit, design, bid, construct, and commission the various capital improvements necessary to rebuild the Water Pollution Control Plant. As part of this effort, the City may require that the Program Management Consultant (PMC) provide the additional support services briefly enumerated in the two sections below. Should the City decide to utilize the PMC for such services, a separate scope and fee shall be negotiated for each required task, and a task order issued which shall be executed by the City Manager or his/her designee and the PMC. The individual task amounts specified herein are estimates and may change once scope and fee are clearly defined and agreed upon. However, the total amount of \$1,000,000 may not be exceeded without City Council approval.

<u>Task</u>	<u>Est. Not-to-exceed Amount</u>
<p>1. Project Delivery – This task relates to the delivery of capital projects, including: procurement and oversight of design consultants; independent technical evaluations; preparation of supplemental specifications, design concepts, and technical information; participation in additional workshops; activities driven by environmental regulations and compliance with CEQA documents and existing permits; supplemental estimating and contract administration activities; construction and commissioning activities; addition of capital projects not currently planned within the Amendment 8; or significant extension of the project schedule beyond what was anticipated when Amendment 8 was executed. Example additional assignments may include:</p> <ul style="list-style-type: none"> a. P2.2.2 Secondary Treatment & Dewatering – Secure exemption from Regional Water Quality Control Board mandatory minimum penalties during CAS startup b. P8.3 Cleanwater Center – Prepare contractor prequalification documents c. P5.1 Cogeneration - Prepare electrical subcontractor prequalification documents d. P5.1 Cogeneration - Coordinate PG&E interconnection e. Phase 3 Filtration Upgrades – Procure and manage design of accelerated project f. Primary Treatment Upgrades – Procure and manage design of newly-proposed project 	\$700,000
<p>2. Program Management – This task relates to programmatic services, including preparation of public outreach materials; coordination of public outreach events; interaction with external stakeholders; evaluation of major changes on Program implementation; modification of the Program Management Information System; supplemental scheduling activities.</p>	\$300,000
TOTAL	\$1,000,000

Exhibit B-10

Billing Rate Schedule

Effective July 1, 2024

The following rates are applicable for CDM Smith and Black & Veatch.

PROFESSIONAL AND SUPPORT SERVICES	HOURLY RATES
Senior Vice President (Grade 10)	\$346
Vice President (Grade 9)	\$320
Principal, Associate & Senior Engineer/Scientist (Grade 8)	\$307
Senior Engineer/Scientist (Grade 7)	\$293
Senior Engineer/Scientist (Grade 6)	\$272
Engineer/Scientist (Grade 5)	\$247
Engineer/Scientist (Grade 4)	\$201
Staff Engineer/Scientist (Grade 1, 2, & 3)	\$180
Draftsperson/Designer (DNDF1- DNDF8)	\$146
Contract/Project Administrator (FNCA5-8, ASPR8)	\$180
Technical Editor (CDMK5 – CMMK8)	\$180
Secretary/Word Processor (ASWP1-ASWP5)	\$146
Administrative Assistant (ASAD1-ASAD5)	\$133
Technician/Clerk (TEGN1-3)	\$98

Billing Rate Schedule
July 1, 2024
Page 2

The following table provides the hourly rates of additional team members/sub-consultants.

Larry Walker Associates	
Personnel	Hourly Rate
President	\$367
Vice President	\$340
Associates	\$307
Senior Staff	\$275
Project Staff 2A	\$240
Project Staff 2B	\$220
Project Staff 1A	\$201
Project Staff 1B	\$173
Contract Administrator	\$186
Administrative	\$98

Katz Associates	
Personnel	Hourly Rate
CEO	\$320
President	\$307
Executive Vice President	\$280
Vice President	\$268
Senior Director	\$253
Director	\$240
Senior Account Supervisor	\$212
Account Supervisor	\$194
Senior Account Executive	\$173
Account Executive II	\$146
Account Executive I	\$140
Account Assistant	\$114
Graphic Designer	\$114
Account Coordinator	\$93
Project Support	\$80

Billing Rate Schedule
July 1, 2024
Page 3

ESA	
Personnel	Hourly Rate
Senior Director III	\$367
Senior Director II	\$343
Senior Director I	\$324
Director III	\$293
Director II	\$276
Director I	\$256
Managing Associate III	\$250
Managing Associate II	\$233
Managing Associate I	\$213
Senior Associate III	\$208
Senior Associate II	\$196
Senior Associate I	\$184
Associate III	\$165
Associate II	\$153
Project Technicians III	\$147
Associate I	\$128
Project Technicians II	\$123
Project Technicians I	\$105

Billing Rate Schedule
July 1, 2024
Page 4

Yorke	
Personnel	Hourly Rate
Principal Engineer/Scientist II	\$243
Principal Engineer/Scientist I	\$235
Senior Engineer	\$217
Senior Scientist/Project Manager	\$203
Engineer	\$192
Scientist	\$170
Staff	\$125
Clerical/Project Staff	\$90

Towill	
Personnel	Hourly Rate
Geodetic Engineer	\$300
Senior Project Manager	\$250
Survey Project Manager	\$239
Project Surveyor	\$199
Associate Surveyor	\$179
Party Chief	\$162
Survey Technician	\$147
Chain Person	\$141
CADD Technician	\$123
Apprentice	\$122

ATS	
Personnel	Hourly Rate
Senior Archaeologist	\$237

Billing Rate Schedule
July 1, 2024
Page 5

HTH	
Personnel	Hourly Rate
Principal	\$279
Senior Associate Ecologist	\$251
Associate Ecologist	\$233
Senior Ecologist 2	\$211
Senior Ecologist 1	\$192
Ecologist 2	\$170
Ecologist 1	\$151
Graphics/GIS Analyst	\$135
Field Biologist 2	\$129
Field Biologist 1	\$129
Admin	\$104
Senior GIS Analyst	\$156
Technical Editor	\$131
Clerical Support	\$83

Resolutions Group	
Personnel	Hourly Rate
Consultant	\$275

The above are based on current regular rates. Hourly rates may be increased once each year beginning July 1, 2025, by up to 5% annually for the duration of the contract. Each annual rate increase shall not exceed the year-over-year change in the San Francisco-Oakland-Hayward Consumer Price Index for April.

Exhibit C-3
Compensation for Reimbursable Expenditures/Subconsultant Markups
WPCP Program Management Services

Travel

Expenses for staff assigned to this project required to travel by air (i.e., air travel, lodging, car rental and meals) shall be subject to the following per diem rates and limits:

- Airfare and associated fees shall be reimbursed at the cost of Coach Class only. Business Class or First Class travel costs exceeding the Coach Class fare shall be at no additional cost to the CITY.
- Lodging shall be reimbursed at the current IRS standard per diem rate.
- Rental car expenses, including applicable taxes, fees and fuel, shall be reimbursed at the per diem rate of eighty-five dollars (\$85) per day (assumes rental of mid-size car).
- Meals and incidental expenses, including applicable taxes and gratuities, shall be reimbursed at the current IRS standard per diem rate. Reimbursement for alcoholic beverages or entertainment shall not be permitted.

The maximum allowable rate for mileage expenses for staff who travel by personal vehicle shall be at the current IRS standard mileage rate.

Other travel costs including bridge fares, parking fees and cab fare shall be reimbursed at cost.

Other Allowable costs

Field supplies, commercial printing, postage/overnight delivery, catering, and third-party fees incurred by Consultant in the performance of the work shall be reimbursed at cost.

No other expenses are reimbursable, unless the CITY has pre-approved such expense in writing.

Subconsultant Markups

No markups shall be allowed on reimbursable expenses and the maximum markup on subconsultants shall be 5%.

CITY can reject invoices and/or request additional backup as necessary for these expenses.