

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

Fourth 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 additional scope of work as outlined in both Exhibit A-1 and B-1 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 additional scope of work as outlined in both Exhibit A-2 and 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 March 31, 2022; and

WHEREAS, the parties now agree that a Fourth Amendment to said Agreement is advisable;

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

1. Services by CONSULTANT

[Replace the first two paragraphs of this section with the following]:

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

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

2. Notice to Proceed/Completion of Services

[Replace section (b) with the following]:

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A," Exhibit "A-1," "Exhibit A-2," and "Exhibit A-3," and Exhibit "B-1," Exhibit "B-3," and "Exhibit B-6," if authorized, 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 (Exhibit "A," Exhibit "A-1," Exhibit "A-2," and Exhibit "A-3," and Exhibit "B-1,"

Exhibit "B-3," and "Exhibit B- 6," if authorized), and if so requested, CITY shall make this determination within fourteen (14) days of such request.

3. Time for Performance

[Replace the first sentence of this section with the following]:

The term of this Agreement will be for a ten (10) year period effective upon contract execution unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibits "A," "A-1," "A-2," and "A-3," and Exhibits "B-1," "B-3," and "B-6," 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. Payment of Fees and Expenses for Core Services and Additional Reconstruction Program Tasks

[Replace this section with the following]:

CITY agrees to pay CONSULTANT for the services rendered pursuant to this Agreement the not-to-exceed amounts and/or rates set forth in in the attached Exhibits "B," "B-2," "B-4," and "B-5" – Compensation Schedule and Exhibits "B-1," "B-3," and "B-6" – 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 up to thirty (30) days 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," and "C-2" – Compensation for Reimbursable Expenses.

In no event shall the total amount of compensation payable under this Agreement for Program Management Core Services exceed the sum of Twenty-Six Million, Nine Hundred Twenty-Two Thousand, Five Hundred Eighty-Eight and No/100 Dollars (\$26,922,588), 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 Four Million, Four Hundred Eighty Thousand and No/100 Dollars (\$4,480,000), 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.

8. Standard of Workmanship

[Replace the first sentence of the second paragraph of this section with the following]:

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under the Scope of Work (Exhibits "A," "A-1," "A-2," and "A-3"), and Additional Reconstruction Program Tasks (Exhibits "B-1," "B-3," and "B-6") if authorized, shall be of a

quality acceptable to CITY.

9. Responsibility of CONSULTANT

[Replace the second sentence of the first paragraph of this section with the following]:

Neither CITY's review, acceptance, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT's sole and direct negligent performance of any of the services furnished under this Agreement.

11. Confidentiality of Material

[Add the following after the last sentence of this section]:

CONSULTANT is entitled and shall be allowed to use project name and details in proposals and presentations to other clients or prospective client and use the CITY's name or CITY's employee as references with other clients for the purposes of marketing for other work.

13. Ownership of Material

[Replace the last sentence of this section with the following]:

However, CONSULTANT shall not be responsible for liabilities, misuses, errors, or damages resulting from the use of said material for work other than Project, including, but not limited to the release of this material to third parties for work other than on Project.

17. Notices

[Replace the first paragraph of this section with the following]:

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: Jennifer Ng, Assistant Director/City Engineer  
Department of Public Works  
CITY OF SUNNYVALE  
P.O. Box 3707  
Sunnyvale CA 94088-3707

To CONSULTANT: CDM SMITH  
Attn: Jan Davel, PhD, PE, PMP  
2300 Clayton Road, Suite 950  
Concord CA 94520

24. Termination of Agreement

[Replace the first sentence of this section with the following]:

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, and fails to cure the default or breach within seven (7) days after receiving written notice thereof, CITY at its option may terminate this Agreement by giving written notice to

the CONSULTANT.

32. Miscellaneous  
[Delete the first sentence of this section.]

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

CDM SMITH ("CONSULTANT")

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

### **Exhibit A-3**

#### **Water Pollution Control Plant Program Management SCOPE OF WORK**

##### **General**

This project provides Program Management services for modifications to the Water Pollution Control Plant (plant) in the City of Sunnyvale, California. The anticipated work will be an overall rehabilitation as well as new processes and facilities for some portions of the existing plant. The existing plant must be maintained in operation at all times, 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 a bias toward reducing overall lifecycle costs, and being good stewards of the land and public trust. The plant must be reliable, flexible, and adaptable to meet 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) shall provide management services to the City's Public Works Department to provide oversight of master planning and condition assessment efforts, 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. Several phases of work might occur simultaneously to provide efficiency and optimum value to the City.

The PMC is a team of experienced firms with extensive resources in several engineering and financial disciplines including, but not limited to; structural, civil, environmental (treatment process), electrical, 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 shall provide regulatory knowledge of state and federal laws and regulations, particularly relative to water pollution control plants, BAAQMD, NPDES, other related permits, air emissions and greenhouse gas regulations, as well as Cal OSHA (safety) and environmental law for EIR/PEIR management and compliance.

The PMC shall be structured and situated to sustain Program Management services over a period of several years (potentially ten or more) 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 shall assist in scoping, procuring, and managing consultant contracts, including resolution of potential conflicts (scheduling, design and physical) in the City's best interest. The PMC shall also be 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 Program Manager will work with the City to update and implement the Master Plan that will guide further design and construction of the facility in the most cost-effective and efficient manner in compliance with the requirements of the California Environmental Quality Act.

The Program Manager will work 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 primary treatment system, the secondary treatment system, the tertiary treatment system, the solids handling system, the combined heat and power system, the SCADA system, the electrical system, and the plant support facilities. These systems include:

- Primary treatment system
  - Testing, commissioning, and transfer to the new primary system, and decommissioning of the existing primary system
  - Upgrading the odor control, if needed
- Secondary treatment system
  - Distribution of primary effluent between new and existing treatment facilities
  - Aeration, mixing, and pumping of the mixed liquor
  - Distribution of the mixed liquor among clarifiers
  - Pumping and distribution of return and waste activated sludge
  - Distribution of secondary effluent to existing filtration facilities
  - Circulation of primary effluent in existing oxidation ponds
  - Pumping and distribution of pond effluent to existing fixed growth reactors
  - Pumping and distribution of fixed growth reactor effluent to existing air flotation tanks
  - Separation of algae from the oxidation pond effluent and return to the oxidation ponds
  - Distribution of air flotation tank effluent to existing filtration facilities
  - Testing and commissioning of the new secondary treatment facilities
- Tertiary treatment system
  - Rehabilitation of existing filtration and disinfection facilities
  - Demolition of the existing Filter Control and Lab Building
  - Construction of a new Filter Control Building
- Solids handling system
  - Sidestream treatment

- Co-thickening of primary and waste activated sludge
  - Predigestion tank to blend co-thickened primary and waste activated sludge, pond algae, and food waste slurry
  - Distribution of blended sludge among existing anaerobic digesters
  - Dewatering of digested biosolids
  - Storage and handling of cake solids
  - Ventilation of odors through a biotrickling scrubber
  - Return of supernatant liquor to existing oxidation ponds
  - Testing and commissioning of the new solids handling facilities
  - A fifth digester, mixing system, heating system, and sludge pumping system
  - Food waste receiving, storage, and feed
- Combined heat and power
  - Demolition of the existing generators, heat exchangers, and exhaust
  - Structural and architectural modifications to the existing PGF building
  - Two new engine generators
- SCADA system
  - Communications through a fiber optic cable backbone
  - Local and remote monitoring and control of treatment processes
- Electrical system
  - Generation of back-up power during outages
  - Extension of 12 KV primary power across the plant
  - Stepdown and distribution of 480V secondary power at load centers
- Plant support facilities
  - Security and flood protection from a new perimeter wall
  - Management, administration, operations, maintenance, and laboratory testing in the new Cleanwater Center
  - Demolition of existing administration, maintenance, and compliance inspection buildings
  - Landscaping and site improvements on the former Carl Road

Design consultants working on the various projects at the plant shall oversee all design aspects necessary to prepare complete sets of plans and specifications suitable for Public Works bidding, and compliant with all applicable requirements. The PMC shall be responsible for reviewing these documents including coordinating these designs with the other consultants and contractors working at the plant for compatibility and synergy.

The PMC shall also be responsible for recommending these plans for bidding to the City Engineer per the following City requirements: 1) plans and technical specifications must be stamped and signed by the Professional Engineer-of-Record, 2) the plans and specifications shall be coordinated with the City's bid documents, standard provisions, and special provisions, and 3) all submittals shall be in both digital and hard copy format. In addition, the plans and specifications shall not have statements obligating the City to do anything other than what is stated in the City's standard

construction contract. They shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and they shall also provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications must be readily biddable and objective, avoiding use of subjective terms, such as “performing work to the satisfaction of the designer or the City”, and proprietary products or services should be avoided unless the Consultant has demonstrated there is no other better option.

### **Location**

The existing Water Pollution Control Plant (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 16.57 acres of land, approximately 440 acres of wetland, and several associated property rights. The City’s SMaRT (Sunnyvale Materials Recovery and Transfer) station lies east 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.

### **Background**

The existing plant was initially built in the 1950s. With additions over the years it has grown to a tertiary treatment facility with an average dry weather flow rate of 14 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 soon. 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 project of the Program—construction of new headworks and primary treatment facilities—is currently under construction at the Plant, alongside two Water Pollution Control Plant capital improvement projects, namely the removal and dewatering of sediment (biosolids) and repair of the existing levees surrounding the oxidation ponds. The new plant will include overall rehabilitation as well as new processes and facilities for some portions of the existing plant. The new plant will be constructed while maintaining the existing plant in operation at all times for fully compliant discharge.



The current treatment process includes aerated grit removal and primary sedimentation. Two oxidation ponds covering about 440 acres at the south end of San Francisco Bay provide, along with fixed growth reactors and air flotation tanks for algae removal, provide secondary treatment. Tertiary treatment utilizes dual-media filtration, sodium hypochlorite for disinfection, and sodium bisulfate for chlorine removal. 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 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. This area is now the construction site for new headworks and primary sedimentation facilities. 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.

### **III. Consultant and Stakeholder Coordination Requirements**

The City anticipates awarding multiple consulting and construction contracts over the next several years. The Program Management Consultant (PMC) shall coordinate its work with the City, other City Consultants who will be working simultaneously on the Program's capital projects (Headworks and Primary Treatment Facility; Existing Plant Rehabilitation; Secondary Treatment Improvements–Stage 1; Cleanwater Center; Master Plan Update; Phase 3 Condition Assessment; and Landscaping), other City Consultants who will be working simultaneously on projects that impact the Program (e.g., Recycle Yard landfill closure, 2020-2024 codigestion), and external stakeholders with approval authority over activities in the program (e.g., Santa Clara Valley Water District, PG&E).

### **IV. Program Management Services**

The City expects the PMC to be 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 over multiple years. The PMC will be 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 ensure high quality, cost-effective, results-oriented services are provided to the City
- Production of high-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

The following is a general outline of services anticipated under the PMC agreement:

- Oversight of design efforts and construction coordination for the following projects:
  - Headworks and Primary Treatment Facility
  - Existing Plant Rehabilitation
  - Secondary Treatment Improvements–Stage 1
  - Cleanwater Center
- Scoping, procuring and managing the following projects:
  - Master Plan Update
  - Phase 3 Condition Assessment
- Scoping the following projects:
  - Filter Control Building
  - Digester Number 5
  - Food Waste Facility
  - Cogeneration Upgrade
  - Landscaping
- Management of the overall Program implementation including all of its projects
- Management and controls of the overall plant reconstruction budget and schedule
- Management of regulatory and environmental compliance items

- Public Outreach
- Commissioning services for all the projects included in the program
- Oversight of automation and controls systems for all projects included in the program

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 PMC shall provide the following services under this agreement:

**1 Project Design Management**

The PMC shall be responsible for assisting the City with managing the procurement, planning, and design efforts of the projects identified in this scope of work:

- Project 2.1 (Existing Plant Rehabilitation)
- Project 2.2 (Secondary Treatment Improvements–Stage 1)
- Project 8.3 (Cleanwater Center)
- Project 0.3 (Master Plan Update)
- Project 0.4 (Phase 3 Condition Assessment)
- Project 0.5 (Landscaping)
- Project 3.1 (Filter Control Building)
- Project 4.4 (Digester Number 5)
- Project 4.5 (Food Waste Facility)
- Project 5.1 (Cogeneration Upgrade)

Projects shall be managed in accordance with the guidelines of their contracts. Specific responsibilities shall include:

- 1.1 **Design Management:** Manage the delivery of condition assessment, master planning, and design services through appropriate management of consultants. Coordinate with City staff in areas of the projects as required for successful delivery of each project element. Assist Public Works in coordinating with the WPCP to address their concerns. Engage subject matter experts for the resolution of technical issues.

Coordinate and participate in biweekly meetings with the City and each consultant to help facilitate the condition assessment, master planning, and design projects. Work with the consultants to develop agendas and complete meeting minutes for distribution to team members.

Review and evaluate any contractual requests from consultants, such as Notice to Proceed (NTP), contract amendments, or Pre-Authorizations (PAUs) and Contract Change Orders (CCOs). It is assumed that each consultant submits contractual requests up to once per quarter.

Track project progress and report up to the Program level on project accomplishments, risks, and schedule. Ensure the design decision log and project files are kept up-to-date. (Action item logs will be managed under Task 5.5.)

**Design Procurement:** Prepare professional services scopes of work (SOWs), attachments, and budget templates to support competitive proposal processes. Confirm that all permit requirements, technical deliverables required for SRF financing, and site characterization (such as hazardous materials assessment) needed to obtain competitive bids are identified in each SOW. Prepare for and lead meetings to confirm the project scope.

It is anticipated for the contract term that SOWs will be developed for:

- Project 0.3–Master Plan Update
- Project 0.4–Phase 3 Condition Assessment
- Project 0.5–Landscaping
- Project 3.1–Filter Control Building
- Project 4.4–Digester Number 5
- Project 4.5–Food Waste Facility
- Project 5.1–Cogeneration Upgrade

**Procurement Outreach:** Assist City with answering questions from and confidential meetings with prospective proposers. Prepare for and participate in pre-proposal presentations and Plant tours. Review technical proposals and participate in interviews as an advisory panel member.

It is anticipated for the contract term that procurement outreach will be performed for:

- Project 0.3–Master Plan Update
- Project 0.4–Phase 3 Condition Assessment
- Project 0.5–Landscaping
- Project 3.1–Filter Control Building

- Project 4.4–Digester Number 5
- Project 4.5–Food Waste Facility
- Project 5.1–Cogeneration Upgrade

**Procurement Negotiation Support:** Review and comment on fee proposal from selected consultant for each procurement. Advise on potential scope modifications. Participate in negotiation meetings. (Preparation of Reports to Council for contract award will be provided under Task 8.6.)

It is anticipated for the contract term that procurement negotiation support will be performed for:

- Project 0.3–Master Plan Update
- Project 0.4–Phase 3 Condition Assessment
- Project 0.5–Landscaping

**Design Review:** Provide experienced technical resources to provide comments and a thorough review of all deliverables to confirm systems are compatible among the various projects and are fully integrated.

Review all documents and submittals, including: Technical Memoranda, work plans, reports, subsurface utility mapping, surveying, geotechnical characterizations, hazardous materials investigations, models, test results, Design Information Memoranda, plans, specifications, cost estimates, and schedules for completeness, accuracy, and consistency with the Master Plan and adopted City standards. The design reviews shall also include technical disciplines, operability, and maintainability. Biddability and constructability review will be performed by the CMC. Reviews shall also focus on design assumptions and criteria, fatal flaws, and compatibility with existing systems. Reviewers will identify opportunities to add value to the designs, but formal value engineering exercises are not anticipated.

Verify comments on draft memoranda and previous design packages were adequately addressed.

The major documents to be reviewed include:

- Technical memoranda and reports for the Master Plan Update;
- Work plans and condition assessment reports for the Phase 3 condition assessment;
- 90% and 100% design for Existing Plant Rehabilitation–Main Package;

- 60%, 90%, and 100% design for Existing Plant Rehabilitation–Perimeter Wall;
- 90% and 100% designs for Secondary Treatment Stage 1–Main Package;
- 90% and 100% designs for the Cleanwater Center;
- All design deliverables for Landscaping.

**Site Layout Maps:** Maintain current and planned site layouts. Update phased site layout figures with footprints of proposed construction to identify site conflicts and sequencing issues.

**Review Coordination:** Coordinate submittal reviews and maintain plan/document review logs to track comments and responses. Distribute deliverables and comment logs to City, PMC, and CMC reviewers. Capture verbal comments from workshops and other meetings in the review log. Compile comments and resolve contradictory comments prior to transmitting 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.

(not used)

(not used)

(not used)

**Design Advice:** Provide experienced technical resources to participate in predesign and design workshops. A workshop is anticipated for each major report, Technical Memorandum (TM), Design Information Memorandum (DIM), and major design submittal. Approximately nine (9) members of the PMC team will call in to or attend each workshop.

(not used)

**Equipment Procurement:** Review sole source justification memos and provide as-needed support for negotiation of price and contract terms with vendors.

**Bid-Phase Services:** Attend pre-bid meetings. Assist City with answering questions from prospective bidders. Oversee bid-phase services from the designer. It is anticipated for the contract term that bid-phase services will be provided for the following packages:

- Project 2.1.1 Existing Plant Rehabilitation–Main Package
- Project 2.1.2 Existing Plant Rehabilitation–Perimeter Wall

- Project 2.2.1 Secondary Treatment–Site Prep
- Project 2.2.2 Secondary Treatment–Main Package
- Project 8.3 Cleanwater Center

**Front-End Document Review:** Review draft front-end documents prepared by the Construction Management Consultant (CMC). Advise on sequencing, intermediate milestones, and delay impacts.

**Basemap Maintenance:** 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. Ensure the current basemap is continuously available to all consultants.

### **Construction Coordination**

Construction management services are provided by a Construction Management Consultant (CMC). These services include biddability reviews, constructability reviews, construction management, commissioning coordination, construction projects schedule and budget controls, site safety plan and implementation, safety training, multi-discipline inspection, and materials testing.

The PMC's role in construction is to monitor projects during construction at a programmatic level for impacts on the Program of changes and clarifications, provide third-party review on significant technical issues, and advise on isolated technical items.

Responsibilities of the PMC during construction shall include:

- 2.1 **Construction Meetings:** Attend pre-construction and construction kick-off meetings for the five packages anticipated to begin construction during the term of this Agreement.
- 2.2 **Construction Coordination:** 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. Attend construction progress meetings as appropriate to support performance of this work. Coordinate ESDC and review contract amendment or change order requests from consultants.
- 2.3 (moved to Task 3)
- 2.4 **Warranty Period Operational Support:** Following the completion of startup and commissioning of Project 1.1 – Primary Treatment–Package 2 and Project 2.2.1–Secondary Treatment–Main Package, the CMC will be responsible for the following during the warranty period:
  - Coordinating with contractors and suppliers when warranty terms are not met;

- Maintaining a warranty file and confirming all necessary guarantee and warranty information has been submitted by contractors;
- Issuing Notice of Completion, Unconditional Final Lien Waivers, release of bonds.

In addition, under the Environmental Service Department's contract with EOA, Inc., they will be responsible for the following:

- Implementing updates to the Plant O&M Manual/Area Management Plans

During the warranty period for these two projects, the PMC will assist the City with the following:

- As-needed operational troubleshooting by PMC I&C staff, e.g., re-start, shutdown, and alarms;
- Miscellaneous operational studies for the new Headworks and Primary treatment facilities, for example, intensive sampling of the primary effluent to inform the following:
  - Performance testing of the primaries under different sludge blanket levels (i.e., solids in-tank thickening)
  - Confirming loading rates and biokinetic modeling assumptions for the CAS and pond system
  - Fine-tuning control loops on CAS and FGRs.
- Considering Owner-preference adjustments to the ACS.
- Documenting lessons learned during the startup and commissioning phase.

#### **Stakeholder Coordination (replaces Funding and Financing)**

The PMC shall assist the City in coordinating with third-party stakeholders who have influence over achievement of the Program's objectives or related activities that present an opportunity for collaboration and efficiencies. The City will be the primary point-of-contact with external stakeholders. PMC's role will be to identify external dependencies; evaluate technical, financial, schedule, and statutory relationships with the Program; advise on the process and strategy for engagement; and assist with preparation for and participation in meetings and correspondence.

The activities listed in subtask descriptions below are typical of the type of stakeholder coordination support the City may request. Services will be provided on an as-needed basis, up to the level of effort allocated per Exhibit B-3—Compensation Schedule.



- 1.1 (not used)
- 1.2 (moved to Task 5)
- 1.3 (not used)
- 1.4 (moved to Task F.11)
- 1.5 **Shared Wall Coordination:** Coordinate and prepare material for meetings with Valley Water. Create, maintain, and drive completion of a work plan that identifies decisions, deliverables, dates, responsible party, and relationship to other activities in the Program. Review and comment on draft documents prepared by Valley Water, the City, or other consultants. Draft responses to information requests. The objectives of this subtask include:
  - Execution of agreements required for the life-cycle of a shared wall
  - Fulfillment of agreement requirements (through construction bidding)
  - Technical integration of wall designs
- 1.6 **Power Utility Coordination:** Participate in meetings with PG&E. Confirm designs are consistent with PG&E requirements. Verify that responsibility for all steps required to achieve Program objectives are contractually assigned. Review and advise on service alteration determination and service modification estimate from PG&E. The objectives of this subtask include:
  - Execution of a Service Alteration Agreement for Phase 2 projects
  - Demolition of 4160 kV infrastructure in Carl Road
  - Agreement on 12 kV primary feed relocation
- 1.7 **Property Coordination:** Identify conflicts between planned activities and existing easements or land use restrictions. Identify needs for new land or easements. Define the process and timeline for real estate negotiations and transactions. Review draft documents. The objectives of this subtask include:
  - Acquiring property to build a shared wall north of the existing WPCP parcel boundary
  - Securing a Shared Use Agreement for construction of walls in PG&E's easement
  - Addressing updates to the deed restriction for landfill closure in Recycle Yard

- 1.8 **Regional Partnership Coordination:** Participate in meetings to discuss strategic opportunities. Provide information about the Program's requirements and impacts on regional opportunities. Perform technical assessments to evaluate the feasibility of potential alternatives. The objectives of this subtask include:
- Planning for San Francisco Bay Shoreline Protection in Economic Impact Areas 7 and 8
  - Planning for wholesale of recycled water, effluent, and/or biogas
- 1.9 **Solid Waste Coordination:** Review Solid Waste Division plans for impacts on the Program. Participate in resolution of any issues. Coordinate site and process interfaces between Solid Waste and WPCP activities. The objectives of this subtask include:
- Integrating construction of final cover in Recycle Yard with Program construction activities
  - Receiving organic slurry (food waste) from South Bayside Waste Management Authority
  - Preventing conflicts between the SMaRT Station Master Plan and the Program
  - (Revising and complying with the landfill Corrective Action Plan is covered under Task 6.3.)

### **PMC Project Management**

The PMC shall be responsible for conducting project management activities including leading the program management team; managing PMC resources; managing the scope and budget for the PMC contract; engaging, managing, and administering subcontracts and subconsultants. These tasks shall include:

- 4.1 **Invoicing:** Submit monthly invoices. Invoices shall include complete back-up of all project costs and include a cover page listing the total budget, amount authorized by NTP, previous billed-to-date, current billing, and total billed-to-date for each task and task order. Invoice shall be accompanied by a brief progress report which lists the work accomplished in the previous month and key activities in the subsequent month.
- 4.2 **Contract Management:** Manage PMC contract and subcontracts. CDM Smith shall be responsible for administering the PMC contract with the City, controlling the budget, and preparing PAUs, CCOs, NTPs, and task orders over the course of the contract. CDM Smith shall also be responsible for preparing and managing subcontracts and issuing subconsultant task orders. CDM Smith shall also be responsible for executing and administering contracts with vendors for the products

and services necessary to support a program, including, but not limited to, the program management office and associated expenses, and website services.

- 4.3 **Team Management:** Lead the team. Distribute workload among program staff. Communicate budgets and deadlines. Quickly resolve internal issues and address any bottlenecks.
- 4.4 **Quality Management:** Perform quality assurance. Monitor that deliverables are internally reviewed by senior staff not directly involved in performing the work, prior to being submitted. Monitor that expectations are met.

### **Program Controls Management**

**Records Management:** The PMC shall be responsible for providing and maintaining a records management system until records management is transitioned to the City's system. This includes being responsible for the management, coordination, logging, tracking, and sharing of all documents. Key correspondence for the project, including official emails, shall also be stored in the records management system. At a minimum, records management responsibilities shall include:

- 5.1 **Program Management Information System (Unifier):** Maintain the electronic records management system in Oracle Primavera Unifier.

Provide training to users who are utilizing Unifier. Respond to user support requests.

Monitor that the system continues to perform as expected. Notify users in advance of planned system outages and during unanticipated downtime. Progressively deploy business processes in project shells as projects enter new phases. Update access and permissions as new teams and users mobilize and demobilize.

- 5.2 **Document Management (Unifier):** Collect, file, and retain electronic copies of key correspondence, consultant deliverables, review comments, and other project documents. Ensure that all documents are searchable and coded with proper metadata.

Distribute and help team members find files when needed.

- 5.3 (not used)

- 5.4 (not used)

- 5.5 **Program Logs:** Maintain the action item tracking system to confirm that responsibilities among the project team are understood and tasks are completed. Regularly update with new items, progress, and resolution of completed items. Prepare printouts for distribution at meetings.

5.6 (not used)

**Schedule Management:** The PMC shall be responsible for monitoring, tracking, and coordinating the overall Program schedule as well as individual project schedules. The PMC shall coordinate with other consultants working on the various components of the Program and incorporate these schedules into the master schedule. The PMC shall update the schedule on a monthly basis and track key milestones. These tasks shall include:

5.7 (not used)

5.8 **Project Schedules:** Review schedule submittals at design milestones. Provide comments and incorporate into the program schedule. Incorporate designers' and contractors' baseline schedules once approved.

Update the Program schedule on a monthly basis, incorporating actual progress and minor revisions to planned activities for the procurement, permitting, design, bid, construction, commissioning, and close-out of all projects in the Program.

Produce schedule reports showing various levels of information and detail.

**Financial Management:** The PMC shall be responsible for tracking costs across the Program. This includes the program management contract, the construction management contract, the master planning contract, the condition assessment contract, the design contracts, the construction contracts, and the miscellaneous costs (permit and utility fees, City labor and expenses, legal ads) incurred against the Program and its projects. The PMC shall coordinate with the City and other consultants working on the Program so that all invoices are obtained and conform to approved amounts. The following financial oversight services shall be provided:

5.9 **City Budget Update:** For the FY 2021/2022 and FY 2023/2024 City budget updates, prepare updated City project request forms, accounting for any changes in project timing, cost estimates, or actual expenditures.

5.10 **Cost Tracking:** 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.

Review and enter all contracts, amendments, change orders, task orders, NTPs, and invoices in Unifier. Keep and maintain complete records of all expenses by project.

5.11 **Budget Management:** Track contract amounts, engineers' cost estimates, and Program cost projections against Council-approved budgets. Propose corrective changes if needed to maintain the expected Program cost within the amount approved with adoption of the Master Plan and the City project budgets. Provide templates and guidance to consultants preparing estimates for component projects.

Technical review of cost estimates prepared by others is included under Subtask 1.5.

5.12 (not used)

**Change Management and Reporting:** The PMC shall be responsible for tracking and advising on changes to the Program scope, schedule, budget, and contract packaging. The PMC shall also be responsible for preparing bimonthly reports that show updated schedules, costs, and activities. These tasks shall include:

5.13 **Change Management:** 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.

Maintain current project descriptions that reflect approved changes. Collect and file justification for each major change.

2.14 **Reporting:** Prepare bimonthly report of program activities, schedules, and budgets.

### **Regulatory and Environmental Compliance**

The PMC shall be responsible for driving the regulatory and environmental compliance effort for the entire Program. This includes planning proactive communication with regulators and verifying that all permits and authorizations necessary are being carried out in accordance with applicable guidelines and requirements. The PMC shall confirm that all necessary items are shown on the schedules and items are tracked and completed on time to avoid any unnecessary delays. The work consists of:

6.1 **Permitting 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.

**Regulatory Strategies:** The PMC shall be responsible for supporting the implementation of regulatory strategies by reviewing draft permit applications or compliance documents, checking design plans and specifications for consistency and permissibility, and drafting correspondence and preparing for/participating in meetings with regulators. The City's Environmental Services Department is responsible for compliance with several operational permits; PMC's role on these is to support the Public Works Department in managing impacts of the Program on operational compliance, and vice versa. Regulatory strategies shall include:

- 6.2 **Air Permitting Strategy:** The objectives of this subtask include:
- Permitting sources and abatement devices constructed under Project 2.2
  - Compliance with odor limits
  - Closure of the influent pump engine compliance and enforcement agreement
  - Planning for BAAQMD's Regulation 13 and codigestion at the WPCP
- 6.3 **Water Quality Permitting Strategy:** The objectives of this subtask include:
- Compliance with the NPDES discharge permit, which was renewed in 2020
  - Compliance with a revised landfill Corrective Action Plan, which permits changes to the groundwater capture sink
  - Compliance with an amended Post-Closure Maintenance Plan, which addresses closure of Recycle Yard
  - Compliance with stormwater regulations, during and for completed construction
  - Compliance with the recycled water permit, if the treatment train is modified as a result of Project 2.1
- 6.4 **Resource Permitting Strategy:** The objectives of this subtask include:
- Permitting the perimeter wall, Carl Road sitework, and electrical improvements north of WPCP with BCDC
  - Monitoring that project changes do not trigger 404, 401, or LSAA permits for new construction
  - Closing the 404, 401, and LSAA permits for Project 1.1
  - Addressing special species observed onsite during construction
- 6.5 **CEQA Strategy:** The objectives of this subtask include:
- Completing the CEQA process for all work in Projects 2.1, 2.2, and 8.3
  - Identifying and collecting documentation needed to demonstrate fulfillment of the project-specific MMRPs, checking that all actions are contractually assigned, and monitoring that activities are performed.

**Environmental Fieldwork:** Environmental compliance measures are typically self-performed by the City, or assigned to construction contractors. Select measures will be performed by the PMC, when a specialized skillset is required, and the work does not fit within the scope or schedule of an individual construction contract. These measures shall include:

- 6.6 **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.
- 6.7 **Congdon's Tarplant Survey:** Perform preconstruction Congdon's tarplant survey and prepare letter report, during the blooming season prior to construction of the west perimeter wall.
- 6.8 **Habitat Mitigation Monitoring:** Perform quarterly maintenance inspection visits and annual monitoring visits to the habitat maintenance site. Prepare annual monitoring reports and submit to regulators. Coordinate with CMC and the post-construction maintenance contractor to address any plant vitality issues.

### **Public Outreach Support**

The PMC shall be responsible for public outreach efforts for the Program. This includes developing outreach strategies, approaches, and materials to help communicate the scope, status, and objectives of the Program to stakeholders, residents, and businesses located in the City. Stakeholders include the media, City Council, commissions, other agencies, organizations, and special interest groups. The PMC shall also be responsible for maintaining the Program website. Tasks shall include:

- 7.1 (not used)
- 7.2 **Outreach Coordination:** Maintain task plan for implementing Program outreach strategy. Coordinate Program outreach activities with Environmental Services Department and Communication Department activities, and with Program design, construction, stakeholder, and financing activities.

Review and provide material for outreach efforts relative to public impacts and construction procurements.

Plan, coordinate, attend, lead, and present project/program information to interested stakeholder groups as requested by the City. Prepare necessary handouts, visual aids and presentations; and take photographs at public events. Four (4) public events are anticipated during the 2020-2023 term.

- 7.3 (not used)

- 7.4 (not used)
- 7.5 **Program Website:** Maintain the program webpage. Update an average of once a month with program news, photos, and/or public-facing documents.
- 7.6 **Outreach Publications:** Produce content and graphics for bimonthly blurbs in Sustainable Sunnyvale and annual features in Horizons. Include up-to-date information to highlight key events, opportunities for public input, progress, and accomplishments.
- 7.7 **Project Awards:** Identify and apply for industry awards that would bolster the Program brand. It is assumed that two (2) applications would be completed during the contract term.

### **Program Coordination**

The PMC shall assist the City with coordinating all efforts of the Program. The coordination effort includes:

- 8.1 (not used)
- 8.2 (moved to Task 5)
- 8.3 **Team Coordination Calls:** Hold internal meetings and conference calls and prepare minutes.
- 8.4 **City/PMC Biweekly Meetings:** Lead biweekly meetings with the City's special projects team, to coordinate day-to-day tasks of managing the Program. Prepare agendas, minutes, and handouts.
- 8.5 **Plant Program Meetings:** Participate in biweekly meetings with the City's leadership team, to update internal stakeholders on Program status and discuss strategic issues.
- 8.6 **City Council and Commission Coordination:** Prepare Update Sunnyvale write-ups, Informational Memoranda, Reports to Council and presentations for public hearings and study sessions.
- 8.7 (not used)
- 8.8 (not used)
- 8.9 (not used)
- 8.10 (not used)



Design project management meetings and design workshops are included under Task 1. As-needed attendance at construction meetings is included under Task 2. Third-party stakeholder meetings are included under Task 3. Permitting meetings and presentations to regulators are included under Task 6.

### **Commissioning**

The PMC shall be responsible for commissioning services, including being engaged during the design process to verify all the necessary components of commissioning and start-up are included in the various projects. The PMC shall be responsible for coordinating all aspects of these commissioning services with the design engineer and the CMC. These services shall include:

- 9.1 **Pre-Construction Commissioning Coordination:** Coordinate testing, commissioning, and start-up requirements in design scopes of work, designs, and construction contracts to identify obligations of the designers, CMC, and general construction contractors during the commissioning process for Project 2.2.1–Secondary Treatment Improvements (Site Prep) and Project 2.2.2–Secondary Treatment Improvements (Main Package).
- 9.2 **Planning Phase:** 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. These plans and submittals are anticipated to include the owner training plan and schedule, the commissioning and process start-up schedule, testing plans for each subsystem, and the clean water facility testing plan.  
It is anticipated that these services will be completed for Project 1.1.2–Headworks and Primary Treatment (Package 2) and Project 2.2.1–Secondary Treatment Improvements (Site Prep), and possibly initiated for Project 2.2.2–Secondary Treatment Improvements (Main Package).
- 9.3 **Commissioning Phase:** Participate in conference calls to coordinate commissioning activities. Resolve field issues as they arise. Participate in vendor training. Perform factory witness testing for major equipment.

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 testing report submittals for the wide area network. 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. Attend meetings and conference calls with the designer, CMC, and contractor to define the start-up sequence of events. 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 assure 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.

It is anticipated that these services will be completed for Project 1.1.2–Headworks and Primary Treatment (Package 2) and Project 2.2.1–Secondary Treatment Improvements (Site Prep).

- 9.4 **Process Start-Up Phase:** Provide secondary review comments on the test water management final plan. Observe clean water facility testing and provide secondary review of the testing results.

Provide on-site support for initiation of facilities start-up, control loop tuning and optimization, process control system testing, odor control system testing, ancillary system and remaining equipment start-up and testing.

Assist with water quality sampling and troubleshooting during operational testing. Review system-level final testing reports and water quality testing documentation. Remotely troubleshoot performance testing and fine tuning of the process control and instrumentation system. Provide onsite post-acceptance support for process optimization and integration.

It is anticipated that these services will be performed for Project 1.1.2–Headworks and Primary Treatment (Package 2).

Commissioning services for Project 8.3–Cleanwater Center are not included and may be authorized under Additional Reconstruction Program Tasks, if needed.

### **Automation and Control Systems**

The Master Plan includes an Automation Controls Systems (ACS) plan as well as ACS design standards. In addition, the PMC developed ACS Programming Standards to guide all programming activities by the System Integrator for each construction project. The PMC shall be responsible for overseeing that the design and construction projects conform to the established design standards and fit within the framework of the ACS plan.

The PMC shall be responsible for ACS services related to Project 1.1–Headworks and Primary Treatment Improvements, Project 2.1–Existing Plant Rehabilitation and Project 2.2–Secondary Treatment and Dewatering. Specific responsibilities and tasks include:

- 2.15 **ACS Design Workshops:** Attend special ACS workshops, meetings and conference calls facilitated by the Designers for Project 2.1–Existing Plant Rehabilitation and Project 2.2–Secondary Treatment and Dewatering, to provide

advice and guidance to the City and improve conformance to the ACS Master Plan and standards. Attend control strategy narrative development workshops facilitated by the design consultant during the design phase of the projects.

- 2.16 **Control System Algorithms:** Develop process area specific control algorithms that will provide documentation on how each of the process area control systems included in Project 2.1–Existing Plant Rehabilitation and Project 2.2–Secondary Treatment and Dewatering are controlled and monitored. Control algorithms will take the control strategy narrative developed by the design consultant and provide additional detail required by programmers to fully program the system. This includes defining how the software will be structured, the operation of the graphics, the information to be provided on the graphics and in the alarm system, as well as additional detail about the operational logic which is required for programming (what to do in the event of different failure situations, defining software interlocks, identifying any operator access levels, etc.) Workshops will be held with Plant staff and the design consultant to review control strategy narratives and develop detailed control algorithms.
- 2.17 **ACS Report Development:** Assist with developing reports for process control and compliance monitoring and long-term historical storage for the new Headworks and Primary Treatment facilities.
- 2.18 **Headworks and Primary Treatment–Package 2 Algorithm Implementation:** Advise on implementation of alternate influent pump station control algorithms during construction and commissioning of Headworks and Primary Treatment–Package 2.
- 2.19 **Process Optimization and Analysis Development:** Facilitate workshops to discuss and develop optimization opportunities for the processes included in Project 2.2–Secondary Treatment and Dewatering.
- 2.20 **ACS Standards Updates:** Review and update the ACS programming standards, following commissioning of each package.
- 2.21 **Cleanwater Center ACS Support:** Provide review and coordination related to the Cleanwater Center ACS and business networks. Provide input and review related to sequencing, demolition, temporary installations, and permanent tie-in to network segments constructed under other projects.
- 2.22 **ACS Support for Temporary Facilities:** Advise on implementation of sequencing, demolition, and temporary installations.

#### **Other Direct Costs**

All expenses are included under this task. This includes travel; Program Management Office rent, utilities, and supplies; shipping and miscellaneous office expenses; field equipment; Unifier licenses; and other allowable expenses as detailed in Exhibit C-2.

**FIN Finance**

Loan application and administration services are scoped under Amendment 2 to the AGREEMENT. All tasks and budgets from that Amendment remain in effect and include the following:

- F1. Project Management
- F1A. Water Quality Improvement Fund (Green Streets) Grant Administration
- F1B. Additional Work Due to Contractor Error
- F2. WIFIA Loan Application
- F3. Support for WIFIA Closing Activities
- F4. WIFIA Loan Administration
- F5. Project 2.1 (Existing Plant Rehabilitation) CWSRF Loan Application
- F6. Project 2.2 (Secondary Treatment Improvements) CWSRF Loan Re-Application
- F7. Project 2.2 (Secondary Treatment Improvements) CWSRF Loan Administration
- F8. (not used)
- F9. Project 2.1 (Existing Plant Rehabilitation) Predesign Report (*Optional*)
- F10. Project 2.1 (Existing Plant Rehabilitation) CWSRF Loan Administration (*Optional*)
- F11. EDA Grant Application

SRF loan administration for Project 1.1–Headworks and Primary Treatment was scoped under Amendment 1 Base Services. The completion of that work is replaced with the following:

- F11. **Project 1.1 CWSRF Loan Close-out:** Lead the final year of compliance with SRF requirements for Project 1.1–Headworks and Primary Treatment Facility. Address SRF compliance questions and coordinate with State Water Resources Control Board (SWRCB) staff. Assist with variance or waiver filings. Complete Compliance Certifications and prepare disbursement requests. Review MBE/WBE participation and compile the UR-334 reporting form for submittal to SWRCB. Gather records and address any compliance issues identified during the annual field visit.

Prepare Draft and Final Project Completion Report. Transition lead responsibility to the City Finance Department after the Completion Report is accepted and the repayment period begins.

Exhibit B-5 (cont)

**Billing Rate Schedule**  
**Effective October 1, 2020**

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

PROFESSIONAL AND SUPPORT SERVICES	HOURLY RATES
Senior Vice President (Grade 10)	\$300
Vice President (Grade 9)	\$278
Principal, Associate & Senior Engineer/Scientist (Grade 8)	\$266
Senior Engineer/Scientist (Grade 7)	\$254
Senior Engineer/Scientist (Grade 6)	\$236
Engineer/Scientist (Grade 5)	\$214
Engineer/Scientist (Grade 4)	\$174
Staff Engineer/Scientist (Grade 1, 2, & 3)	\$156
Draftsperson/Designer (DNDF1- DNDF8)	\$127
Contract/Project Administrator (FNCA5-8, ASPR8)	\$156
Technical Editor (CDMK5 – CMMK8)	\$156
Secretary/Word Processor (ASWP1-ASWP5)	\$127
Administrative Assistant (ASAD1-ASAD5)	\$115
Technician/Clerk (TEGN1-3)	\$85

Erin McGuire will be billed at her prevailing direct labor rate for hours beyond 1,700 within every 12-month period, commencing with the amendment execution date.

Billing Rate Schedule  
Page 2

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

<b>Name</b>	<b>Sub-consultant</b>	<b>Hourly Rate</b>
Alex Ekster	Ekster & Associates	\$224

<b>ATS</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
Senior Archaeologist	\$207

<b>Yorke Engineering</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
Principal Engineer/Scientist II	\$211
Principal Engineer/Scientist I	\$204
Senior Engineer	\$188
Senior Scientist/Project Manager	\$176
Engineer	\$166
Scientist	\$147
Staff	\$108
Clerical/Project Staff	\$78

<b>Towill</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
Geodetic Engineer	\$260
Senior Project Manager	\$217
Survey Project Manager	\$207
Project Surveyor	\$172
Associate Surveyor	\$155
Party Chief	\$140
Survey Technician	\$128
Chain Person	\$122
CADD Technician	\$106
Apprentice	\$105

Billing Rate Schedule  
Page 3

<b>Environmental Science Associates</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
Senior Director III	\$318
Senior Director II	\$297
Senior Director I	\$281
Director III	\$254
Director II	\$239
Director I	\$222
Managing Associate III	\$217
Managing Associate II	\$202
Managing Associate I	\$185
Senior Associate III	\$180
Senior Associate II	\$170
Senior Associate I	\$160
Associate III	\$143
Associate II	\$133
Project Technicians III	\$128
Associate I	\$111
Project Technicians II	\$106
Project Technicians I	\$91

<b>Kestrel Consulting</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
Principal Director	\$196
Senior Project Manager	\$173
Project Manager	\$155
Financial Analyst	\$144
Grant Manager	\$144
Grants Associate	\$124
Writer/Editor	\$134



Billing Rate Schedule  
Page 4

<b>Larry Walker Associates</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
President	\$318
Vice President	\$295
Associates	\$266
Senior Staff	\$238
Project Staff 2A	\$214
Project Staff 2B	\$191
Project Staff 1A	\$174
Project Staff 1B	\$150
Contract Administrator	\$162
Administrative	\$85

<b>Katz Associates</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
CEO	\$278
President	\$266
Executive Vice President	\$243
Vice President	\$232
Senior Director	\$219
Director	\$208
Senior Account Supervisor	\$184
Account Supervisor	\$168
Senior Account Executive	\$150
Account Executive II	\$127
Account Executive I	\$121
Account Assistant	\$99
Graphic Designer	\$99
Account Coordinator	\$80
Project Support	\$70

Billing Rate Schedule  
Page 5

<b>HTH</b>	
<b>Personnel</b>	<b>Hourly Rate</b>
Principal	\$242
Senior Associate Ecologist <sup>1</sup>	\$217
Associate Ecologist	\$202
Senior Ecologist 2	\$182
Senior Ecologist 1	\$166
Ecologist 2	\$147
Ecologist 1	\$131
Senior GIS Analyst <sup>1</sup>	\$135
Graphics/GIS Analyst	\$117
Field Biologist 2	\$112
Field Biologist 1 <sup>1</sup>	\$95
Technical Editor <sup>1</sup>	\$112
Admin	\$90
Clerk <sup>1</sup>	\$73

1 New rate category

The above are based on regular rates current at the time of execution of this Agreement. Hourly rates may be increased once each year beginning July 1, 2021 for the duration of the contract. Cumulative rate increase shall be based on the San Francisco-Oakland-Hayward Consumer Price Index (CPI) and not exceed the lesser of:

<b>Maximum rate increase relative to October 1, 2020 rates</b>	<b>July 1, 2021</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>
Percentage basis	6%	9%	12%
CPI basis	$\frac{\text{June 2021 CPI} - \text{June 2020 CPI}}{\text{June 2020 CPI}}$	$\frac{\text{June 2022 CPI} - \text{June 2020 CPI}}{\text{June 2020 CPI}}$	$\frac{\text{June 2023 CPI} - \text{June 2020 CPI}}{\text{June 2020 CPI}}$

**Exhibit B-6**

**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 4 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>
1. Project and Design Management – This task relates to procurement and oversight of design consultants; independent technical evaluations; preparation of supplemental specifications, design concepts, and technical information; participation in additional workshops; evaluation of major changes on Program implementation; modification of the Program Management Information System; and supplemental estimating, scheduling, and contract administration activities.	\$300,000
2. Construction and Commissioning Support – This task relates to services performed by the PMC for construction and commissioning activities.	\$200,000
3. Outreach and Stakeholder Coordination – This task relates to preparation of public outreach materials, coordination of public outreach events, and interaction with external stakeholders.	\$300,000
4. Regulatory and Environmental Compliance – This task relates activities driven by environmental regulations and compliance with CEQA documents and existing permits.	\$200,000
<b>TOTAL</b>	<b>\$1,000,000</b>



[illegible]



Financial Summary			
Resource Type	Bill Amount	Hours	
Labor	\$6,663,610.00	28721	
ODC	\$528,854.00		
Subcontractor	\$4,873,229.68	19889	
CDM Smith escalation allowance	\$276,862.00		
Project Total	\$12,342,555.68		
Labor Bill Amount	ODC Billable	Sub Billable	Total Billable
\$2,081,882		\$1,934,880	\$4,016,762
\$904,858		\$728,312	\$1,633,170
\$345,644			\$345,644
\$39,754		\$226,026	\$265,780
\$1,940			\$1,940
\$39,754		\$338,775	\$378,529
\$92,296		\$163,511	\$255,807
\$249,470			\$249,470
\$109,750		\$154,060	\$263,810
\$64,700			\$64,700
		\$52,934	\$52,934
\$11,800			\$11,800
\$6,650		\$19,850	\$26,500
\$6,650		\$19,850	\$26,500
\$6,650		\$20,475	\$27,125
\$13,300		\$40,951	\$54,251
\$40,080		\$7,940	\$48,020
\$15,420			\$15,420
\$8,340		\$7,940	\$16,280
\$15,320			\$15,320
\$38,400		\$6,617	\$45,017
\$12,850			\$12,850
\$6,950		\$6,617	\$13,567
\$13,600			\$13,600
\$392,696		\$425,591	\$818,287
\$1,906			\$1,906
\$141,148		\$162,266	\$303,414
\$65,072			\$65,072
		\$75,430	\$75,430
\$38,038			\$38,038
		\$50,287	\$50,287
		\$36,549	\$36,549
\$38,038			\$38,038
\$276,920		\$209,030	\$485,950
\$75,810		\$16,630	\$92,440
\$52,270		\$216,405	\$268,675
		\$75,166	\$75,166
		\$50,287	\$50,287
		\$36,387	\$36,387
		\$54,465	\$54,465
\$50,540			\$50,540
\$8,160		\$8,128	\$16,288
\$89,154			\$89,154
\$76,342		\$259,763	\$336,105
\$5,320		\$14,411	\$19,731
\$57,722		\$233,056	\$290,778
		\$32,554	\$32,554
		\$83,370	\$83,370
		\$11,910	\$11,910
		\$52,611	\$52,611
		\$52,611	\$52,611
		\$26,331	\$26,331
\$57,722			\$57,722
\$13,300		\$12,296	\$25,596
\$133,504		\$83,080	\$216,584
\$48,000		\$16,939	\$64,939
		\$51,617	\$51,617
		\$14,524	\$14,524
\$15,104			\$15,104
\$17,792			\$17,792
\$52,608			\$52,608
\$480,063		\$269,117	\$749,180
\$140,595		\$16,672	\$157,267
\$101,534		\$105,788	\$207,322
\$194,566		\$101,445	\$296,011
\$43,368			\$43,368
\$1,697,004			\$1,697,004
\$220,896			\$220,896
\$16,776			\$16,776
\$4,485			\$4,485
\$32,880			\$32,880
\$372,188			\$372,188
\$347,646			\$347,646
\$60,544			\$60,544
\$255,021			\$255,021
\$124,866		\$397,092	\$521,958
\$48,276		\$79,104	\$127,380
\$30,462		\$33,310	\$63,772
\$30,996		\$132,978	\$163,974
		\$33,172	\$33,172
\$15,132		\$18,017	\$33,149
		\$66,302	\$66,302
		\$4,550	\$4,550
		\$29,658	\$29,658
\$102,618		\$312,714	\$415,332
\$52,374		\$200,420	\$252,794
\$15,104		\$33,137	\$48,241
\$4,120		\$46,020	\$50,140
\$834,441		\$429,247	\$1,263,688
\$244,125		\$174,989	\$419,114
\$277,378		\$202,648	\$480,026
\$108,968			\$108,968
\$209,970		\$51,610	\$261,580
\$232,352		\$788,065	\$1,020,417
\$36,100			\$36,100
\$3,458		\$57,193	\$60,651
\$335,510		\$334,723	\$670,233
\$140,284		\$376,148	\$516,432
\$484,120		\$328,208	\$812,328
\$64,638		\$53,627	\$118,265

**Exhibit C-2**  
**Compensation for Reimbursable Expenditures/Subconsultant Markups**  
**WPCP Program Management Services**

**Printing**

Printing costs for all project documentation (i.e., meeting notes, technical memos, drawings, etc.) shall be expensed at accepted industry commercial rates.

**Postage/Overnight Delivery**

Postage/overnight delivery costs for all project documentation shall be expensed at accepted industry commercial rates.

**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 Northern California staff 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.

**Program Management Office**

Rent, internet service, and biweekly janitorial services shall be expensed at cost. Annual lease increase in excess of 10% must be pre-approved by the City.

**Program Management Information System**

Unifier licenses for City, Consultant, and other firms engaged in the Program shall be paid for by Consultant and expensed at cost. Licenses must be purchased on an annual basis. The quantity of licenses purchased must be pre-approved by the City.

**Field Supplies**

Field supplies required for species surveys and nesting bird deterrence activities to be performed by Consultant shall be expensed 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.