

**DRAFT SIXTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN
CITY OF SUNNYVALE AND PSOMAS (FORMERLY KNOWN AS THE COVELLO
GROUP, INC.) FOR WATER POLLUTION CONTROL PLANT CONSTRUCTION
MANAGEMENT SERVICES**

Sixth Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and PSOMAS ("CONSULTANT").

WHEREAS, on May 6, 2015, CITY and CONSULTANT entered into a Consultant Services Agreement to provide services necessary for investigation, analysis, contract specifications, consultation, services during construction and other services for a project known as Water Pollution Control Plant Construction Management Services; and

WHEREAS, on May 13, 2018, CITY and CONSULTANT entered into a First Amendment to Consultant Services Agreement whereby the Services by CONSULTANT, Notice to Proceed, and Time for Performance were modified to incorporate Exhibit A-1, and the Payment for Fees and Expenses was modified as not to exceed \$8,665,632; and

WHEREAS, on June 28, 2018, The Covello Group, Inc. was dissolved via an executed Stock Purchase Agreement, as evidenced by Exhibit "D"; and

WHEREAS, on June 28, 2018, CITY was issued written notification that the resulting legal entity is one and the same, with no change in corporate staff nor changes in services rendered to CITY, nor changes in assignment of contract personnel will occur as a result of the legal entity name change, as evidenced by Exhibit "E"; and

WHEREAS, on October 17, 2018, CITY and CONSULTANT entered into a Second Amendment to Consultant Services Agreement whereby CITY acknowledged all references to "The Covello Group, Inc." shall henceforth be to "PSOMAS"; and

WHEREAS, on May 13, 2018, CITY and CONSULTANT entered into a Third Amendment to Consultant Services Agreement whereby the Services by CONSULTANT, Notice to Proceed, and Time for Performance were modified to incorporate Exhibit A-2, and the Payment for Fees and Expenses was modified as not to exceed \$8,985,991; and

WHEREAS, on March 4, 2020, CITY and CONSULTANT entered into a Fourth Amendment to Consultant Services Agreement whereby the Project Manager stated in the Services by Consultant and Notice we changed to Mike Redig; and

WHEREAS, on November 11, 2020, CITY and CONSULTANT entered into a Fifth Amendment to Consultant Services Agreement whereby the Time for Performance was extended through August 31, 2021; and

WHEREAS, the parties now agree that a Sixth 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 paragraph of this section with the following:]

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work", Exhibit "A-1" entitled "Additional Scope of Work", Exhibit "A-2" entitled "Additional Scope of Work – 1," Exhibit "A-3" entitled "Additional Scope of Work – 2," and Exhibit "A-4" entitled "Additional Scope of Work - 3." All exhibits referenced in this Agreement are attached hereto and are incorporated herein by reference. To accomplish that end, CONSULTANT agrees to assign Mike Redig, PE, to this project, to act in the capacity of Project Manager and personally direct the professional services to be provided by CONSULTANT.

2. Notice to Proceed/Completion of Services

[Replace paragraph (b) with the following:]

(b) When CITY determines that CONSULTANT has satisfactorily completed the services defined in Exhibit "A"; Exhibit "A-1"; and Exhibit "A-2", 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"); Additional Scope of Work (Exhibit "A-1"); Additional Scope of Work – 1 (Exhibit "A-2"); Additional Scope of Work – 2 (Exhibit "A-3"); and Additional Scope of Work – 3 (Exhibit "A-4") 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 from contract execution through the duration of the construction of the Primary Treatment Facility Project or through December 31, 2023, whichever comes later, unless otherwise terminated.

4. Payment of Fees and Expenses

[Replace this section with the following:]

Payments shall be made to CONSULTANT on a monthly basis as set forth in the attached Exhibit "B" entitled "Compensation Schedule", Exhibit "B-1" entitled "Additional Compensation Schedule", Exhibit "B-2" entitled "Additional Compensation Schedule -1," and Exhibit "B-3" entitled "Additional Compensation Schedule – 2." All compensation will be based on monthly billings as provided in Exhibit "B", Exhibit "B-1", Exhibit "B-2," and Exhibit "B-3. Compensation will not be due until said detailed billing is submitted to CITY within a reasonable time before payment is expected to allow for normal 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. When applicable, copies of pertinent financial records will be included with the submission of billing(s) for all direct reimbursables. Compensation shall not exceed the amounts set forth in Exhibit "B", Exhibit "B-1", Exhibit "B-

2,” and Exhibit “B-3” for each phase. In no event shall the total amount of compensation payable under this agreement exceed the sum of Thirteen Million Three Hundred Sixteen Thousand Eighty Two and No/100 Dollars (\$13,316,082.00) unless upon written modification of this Agreement. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707.

All other terms and conditions remain unchanged.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

PSOMAS ("CONSULTANT")

By _____

APPROVED AS TO FORM:

Name/Title

City Attorney

By _____

Name/Title

**EXHIBIT A-3
CITY OF SUNNYVALE
WATER POLLUTION CONTROL PLANT
SECONDARY EFFLUENT AND POND RETURN PIPELINE PROJECT
PSOMAS – PRECONSTRUCTION PHASE
SCOPE OF WORK**

I. GENERAL

This scope of work provides Preconstruction and Bid Period services for the Secondary Effluent and Pond Return Pipeline Project at the Water Pollution Control Plant (WPCP) for the City of Sunnyvale, California.

Psomas will serve as the City's Construction Management Consultant (CMC) for this project. The CMC is the focal point for construction oversight of the facility reconstruction process, including the coordination of contractors retained by the City to construct various WPCP projects over multiple years. Consistent with the original CMC procurement and to leverage the lessons learned from projects completed to date, the City is utilizing Psomas to provide preconstruction support services on projects still in the design phase. The services include biddability/constructability reviews, front end specification development and bid phase support.

This scope of work covers the Preconstruction and Bid Period services to assist the PMC and Design teams as they complete the design. This scope excludes the Construction Management services which will be negotiated under a separate contract amendment when the design is nearing completion.

II. PRECONSTRUCTION PERIOD

1. Technical Memorandums (TM)

- a. Psomas will participate in the Workshops and review of the Alternatives Analysis TM. Psomas will provide written comments following the review of the TMs.

2. Constructability Reviews

The Constructability Review will not include a comprehensive review of all technical specifications or plans but will concentrate on the areas where our past experience has shown the greatest potential for value is generally found. The review will not include a review for building code compliance, design peer review, design plan check or value engineering. The main purpose of a constructability review is to mitigate potential costly problems and changes during construction. The goal of our review is to reduce and minimize contractual disputes that often arise during the actual construction of the project.

- a. Constructability reviews will be performed for the 50%, 75%, 95% and 100% design packages.
- b. Constructability Review: Psomas will conduct Constructability Reviews for each design level package identified above and provide comments on the Plans and Specifications for the following:
 1. Conflicts, omissions, and ambiguities between the plans and specifications.
 2. Completeness of the bidding documents.
 3. Coordination between the design disciplines.
 4. Constructability of the project's facilities.
 5. Potential claim areas based on Psomas' experience with this type of work.
 6. Plant operations access and operational considerations during construction and after construction during normal operations.
 7. Contractor Qualifications: Psomas will provide recommendation on Contractor's and Electrical Subcontractor's experience for inclusion in the Bid Documents.

8. Sequence & Constraints: Psomas will review and provide comments on the construction sequencing, constraints and shutdowns initially developed by the City/Design Consultant (DC).
 9. Startup & Testing: Psomas will review and provide comments on the project startup and testing requirements initially developed by the City/DC.
 10. Quality Control Testing: Psomas will review and assist with developing the Contractors' Quality Control (QC) testing and inspection requirements and Psomas' Quality Control/Assurance (QC/QA) role.
 11. Psomas will confirm that site logistical issues have been addressed including Contractor parking, staging, laydown and storage areas, and ingress/egress for construction and plant operations.
 12. Psomas will review and provide comments on the Contractors' responsibilities relative to permit requirements.
 13. Review of the electrical and instrumentation specifications and drawings will primarily be provided by Todd Beecher, Beecher Engineering, if included in the design.
 14. Review of the geotechnical aspects of the project, including the draft and final geotechnical reports will primarily be provided by Dave Mathy, DCM Consulting.
- c. Review Comments: Four weeks are allotted for review of each design package. Detailed written review comments will be provided electronically. Review comments will include plan number and specification number, comment and/or suggestion, Psomas reviewer, space for designer's response, weighted system (critical, general or editorial), and space for including follow-up notes.
 - d. City/Design Consultant Response: Psomas requests that the City/DC provide written response to Psomas' review comments. Psomas will review responses to determine if the comments have been adequately incorporated in the documents.
 - e. Review Meeting: Psomas will meet with the City and DC to review the findings of each of our reviews. Psomas will review all meeting record of discussions and confirm that comments/discussions have been accurately captured.

3. Forecast Schedule

- a. Schedule: Psomas will review, comment and provide additional details if necessary, to the forecast schedules prepared by the DC. Psomas' forecast schedule review will assess whether the construction duration (Contract Period) is reasonable and with the incorporation of any possible milestones into the Construction Contract(s).
- b. Weather Days: Psomas will provide recommendations for allowable weather days for the construction Contract(s).
- c. Liquidated Damages: Psomas will provide recommendations for liquidated damages for Substantial Completion and milestones for the construction Contract(s).

4. Team and Design Meetings/Project Coordination

- a. Psomas will attend design and team meetings as necessary.
- b. Psomas will be available for project coordination, communication, and to provide technical expertise as necessary for construction decisions during design.

5. Front End Specifications

- a. Psomas will update and tailor the front-end specifications using the base documents previously provided by Psomas. The DC will complete the general formatting of the documents (margins, headers, footers, page numbers, etc) and manage the updates/revisions to be consistent with the overall project requirements for each submittal package.
- b. Psomas will meet and coordinate with City, DC and PMC (Program Management Consultant) to review requirements for updating the previously developed Site Safety Plan. Psomas will update the Site Safety Plan that will be included in the Contract Documents for

- each Project Package. This is not a detailed Cal/OSHA-level safety plan.
- c. City, DC, and/or PMC are responsible for updating the project specific requirements of the front ends, which will be highlighted by Psomas.

III. BID PERIOD

1. Bid Advertising

- a. The City will manage the advertisement and issuance of the bid packages to the Contractors.
- b. The City will manage the distribution of bid documents to plan holders and maintain the plan holders list.

2. Prebid Meeting

- a. Psomas will attend the prebid meeting and provide input if requested by the City.
- b. City/PMC or DC will facilitate the meeting. Psomas will assist with any site visits.

3. Addendum

- a. DC will review Bidders' questions and prepare addenda.
- b. Psomas will assist with review of addenda, prior to issuance, as requested by the City.
- c. DC and City will manage the fielding of questions from Bidders and issuance of addenda.

4. Bid Review: Psomas will assist the City with evaluating and reviewing the bid proposals for completeness, alternate prices and unit prices (if applicable), and determining the lowest responsive, responsible bidder, as requested by the City. DC will provide review assistance for technical considerations such as named equipment manufacturers.

5. Insurance and Bond Coordination: The City has primary responsibility to review the Contractor's bonds and evidence of insurance, coordinate resolution of comments and/or non-compliance with the Contractor. Psomas will assist with this effort as requested by the City.

6. Notice to Proceed: The City will prepare and issue the Notice to Proceed.

**EXHIBIT A-4
CITY OF SUNNYVALE
WATER POLLUTION CONTROL PLANT
SITE PREPARATION PROJECT
PSOMAS – CONSTRUCTION MANAGEMENT
SCOPE OF WORK**

I. GENERAL

This scope of work provides Construction Management services for the Site Preparation Project at the Water Pollution Control Plant (WPCP) for the City of Sunnyvale, California.

Psomas will serve as the City's Construction Management Consultant (CMC) for this project. The CMC will be the focal point for construction oversight of the facility reconstruction process.

This scope of work covers the Construction Management services for the Site Preparation Project which shall start when the City issues the notice to proceed to the Contractor.

IV. CONSTRUCTION PHASE

1. Construction Administration

- a. Project Coordination: Psomas will act as the project coordinator and the point of contact for all communications with the Contractor. Psomas will coordinate the activities of the City, Design Consultant (DC), Program Management Consultant (PMC), and Contractor.
- b. Construction Administration Services: Psomas will provide administrative and management services. Psomas will receive all correspondence from the Contractor and will address all inquiries from the Contractor and all construction related correspondence. The DC will be responsible for providing any design input.
- c. Psomas will facilitate timely decision making through coordination with City staff, the PMC and DC during construction.
- d. Psomas will monitor the Contractor's compliance with the Contract Documents and will address corrective measures with the Contractor when deviations are observed or identified. Psomas will notify the City if the Contractor does not appropriately address such corrective measures.

2. Meetings

- a. Preconstruction Conference: Psomas will prepare the agenda and facilitate the meeting, address administrative and non-design issues, and prepare record of discussions.
- b. Partnering Workshop: Psomas will facilitate "in-formal" workshops, as applicable.
- c. Psomas will lead progress meetings. This includes preparing and distributing agendas and review logs, preparing and issuing the record of discussions.

3. Records Management

- a. The City has initiated the use of e-Builder for program document management.
- b. Psomas will be provided with the necessary licenses for the e-Builder system by the City.
- c. Psomas will use e-Builder for management, coordination, logging, tracking, and sharing of all construction documents. All correspondence for the Project including pertinent emails will be stored in the records management system.
- d. Customization of the e-Builder system, by the City, may be necessary to utilize the system for all construction documentation.

4. Submittals

- a. Psomas will implement and coordinate the submittal processing. This includes receiving submittals from the Contractor and checking for general conformity with the Contract requirements prior to forwarding to the Design Consultant (DC). If obvious deficiencies are

- apparent, Psomas will return the submittal back to the Contractor for correction.
- b. Once confirming general conformance, Psomas will route the submittal to the DC for review and comments. Psomas will review DC comments on submittals to determine if additional follow-up with the Contractor is warranted and to identify prospective scope changes.
 - c. Psomas will maintain a log and tracking system (using e-Builder) for submittals. Psomas will track the status of submittal review with the DC and the status of shop drawing resubmittals with the Contractor.
 - d. The DC will review all design related submittals and submittals related to temporary facilities for compliance with the Contract Documents.
 - e. Psomas will retain Dave Mathy, DMC Consulting to review shoring and dewatering submittals, if applicable, for compliance with the Contract Documents. The Contractor is responsible for ensuring that shoring is adequate and safe.

5. Clarification Processing

- a. Psomas will implement and coordinate the system for processing and tracking clarifications also called Requests for Information (RFIs).
- b. Psomas will receive all RFIs from the Contractor and determine if the request is a valid RFI; if not, Psomas will return the RFI to the Contractor with an appropriate response.
- c. Psomas will provide responses to non-design related, administrative, coordination and general RFIs.
- d. Psomas will route all other RFIs to the DC.
- e. The DC will review RFIs and provide design response.
- f. Psomas will review the DC's response to verify clarity/acceptability of response and transmit the Clarification Response to the Contractor. If the response materially affects the design, it will be reviewed with the City and/or the DC, as necessary, to verify that the change is required. If the change is required, Psomas will issue a change request to the Contractor.
- g. The DC will prepare Design Clarifications where design issues are identified by Psomas, the DC, or the City. If the Design Clarification materially affects the design, it will be reviewed with the City and/or the DC, as necessary, to verify that the change is required. If the change is required, Psomas will issue a change request to the Contractor. Otherwise, Psomas will prepare a Clarification Letter for transmittal to the Contractor of the DC's Design Clarification and other clarifications.

6. Change Order Preparation, Negotiation & Processing

- a. Psomas will implement, coordinate the system for tracking and processing change order, potential change orders and other change related correspondence from the Contractor.
- b. The DC will prepare design details for change requests.
- c. Psomas will prepare and issue the change request to the Contractor with the appropriate design documents.
- d. Psomas will verify the acceptability of the Contractor's cost proposal for each change request. On large cost items, Psomas will prepare detailed independent estimates. The DC's input may be requested for specific equipment and material costs.
- e. In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement prior to performing the work, Psomas will coordinate with the City and issue a field order. All work done under a field order will be completed on a time and material basis. Field Orders will be approved by the City and accepted by the Contractor before work is initiated.
- f. Psomas will prepare change order pre-authorizations and justifications for City approval before finalizing all change order items. Once all items are negotiated or T&M work is completed, Psomas will prepare a change order for execution by the City and Contractor.

7. Progress Payment

- a. Psomas will review and with input from the City and DC approve the initial cost breakdown (Schedule of Values-SOV) prepared by the Contractor. Psomas will review and process the progress payment requests using the SOV as required in the Contract Documents.
- b. Psomas will verify the quantity of stored materials and that they are stored in accordance with the Contract requirements.
- c. Psomas will verify the Contractor's construction progress as it relates to the progress billing procedure. Psomas will ensure that invoices are in compliance with the appropriate Contract Documents and that payments are only made for services authorized and received by the City.
- d. Psomas will prepare the summary cover sheet for the progress payments which will be executed by Psomas, the Contractor, and the City.
- e. Psomas will review and provide recommendation regarding the application for final payment, retention release, and Project acceptance.
- f. Psomas will track contingency levels throughout construction.

8. Scheduling

- a. Psomas will work with the Contractor in the development of the initial Baseline schedule. Psomas will review it to confirm it incorporates the project facets and reflects any sequence requirements and constraints.
- b. Psomas will provide written comments to the Contractor on the Baseline and update schedules.
- c. The review includes confirming the following:
 - 1. Projects are constructed in a logical sequence to keep the plant operational during construction
 - 2. Milestones are included and met
 - 3. Potential conflicts or long lead-time activities are identified, and timely cost-effective resolutions are being discussed.
 - 4. Schedules include the necessary timeframes for temporary or permanent shutdowns of plant utility systems, pipelines and treatment processes
 - 5. Perform CPM analysis as necessary to assess that progress represented on the schedule updates is consistent with actual progress in the field and address with the Contractor when deviations are noted.
 - 6. Weather days allowed and used are properly included.
- d. Psomas will recommend schedules be adjusted/revised if necessary.
- e. Psomas will coordinate construction schedules with the PMC. The PMC will be tasked with incorporating all design and construction schedules into a Master Program Schedule.

9. Field Quality Control

- a. Psomas will provide field inspection/observation services to monitor compliance with the Contract Documents.
- b. Psomas will use e-Builder to prepare a daily inspection report documenting field activities, field crews, Contractor equipment, and field problems.
- c. Psomas will maintain a Corrective Work Item List. The list will provide a current inventory of required corrections to aid in timely completion of such items.
- d. Psomas will provide photographic and video documentation of the project prior to construction. Psomas will provide and maintain photographs of field activities for status monitoring of the project.
- e. Psomas will monitor the record documents on a monthly basis to determine if they are being maintained by the Contractor.
- f. Special Inspections: Psomas will contract with specialty firms to furnish the materials testing and special inspections. Psomas will schedule and coordinate special inspections.
- g. Psomas shall not be responsible for scheduling material testing and specialty inspection

- services contracted by the Contractor.
- h. Electrical: Psomas will retain Beecher Engineering for technical support, assistance and periodic observations of the installation and testing of the critical components of the electrical and instrumentation portions of the work.
 - i. Surveying: Psomas to provide QA-level surveying support services which include checking horizontal and vertical survey control established by the Contractor and spot checking the grade and location of critical structures and pipelines.
 - j. Hazardous Materials: No provision has been included in the scope of work or budget for observation, testing, and handling of hazardous material.

10. Environmental and Regulatory Conformance

- a. The Contractor will be responsible for environmental compliance, monitoring and surveying as required by the Programmatic Environmental Impact Report (PEIR) and the Mitigation Monitoring and Reporting Program (MMRP).
- b. The Contractor will engage a wildlife biologist and all other special monitors to furnish environmental compliance services during the Project.
- c. Psomas will perform QA-level oversight to monitor whether the Contractor's work is being performed in accordance with their regulatory and environmental work scope, as identified in the Contract Documents.
- d. Psomas will perform QA-level oversight to monitor whether the required regulatory, environmental and permit compliance documentation identified in the Contract Documents is completed by the Contractor as necessary.

11. Clean Water State Revolving Fund (CWSRF) and Water Infrastructure Finance and Innovation Act (WIFA) Coordination

- a. Psomas will assist in providing the project documentation required by the CWSRF and WIFA Programs. Psomas will assist the City with preparing the necessary documentation. This includes project progress reports, quarterly reports from the Contractor for Disadvantage Business Enterprise participation, and Contractor progress invoices.
- b. If applicable, the City will retain a consultant to implement a Labor Compliance Program (LCP) to provide all reporting, documentation and oversight required by the CWSRF and WIFA.
- c. City/PMC will review American Iron and Steel (AIS) information submitted by the Contractor.

12. Means and Methods of Construction

- a. Psomas will not have responsibility for directing the means and methods of construction. The Contractor shall be solely responsible for the means and methods of construction.

13. Safety

- a. Psomas will comply with appropriate regulatory, project and City regulations regarding necessary safety equipment or procedures used during performance of Psomas's work and will take necessary precautions for safe operation of Psomas's work, and the protection of Psomas's personnel from injury and damage from such work.
- b. Neither the professional activities of Psomas, nor the presence of Psomas's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, City regulations, and any health or safety precautions required by any regulatory agencies. Psomas and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.
- c. Psomas will follow the City's confined space procedures for entry into any existing City confined spaces.

- d. Psomas has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Psomas's own personnel and except as may be expressly required elsewhere in the scope of services, Psomas has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor. If Psomas becomes aware of serious safety deficiencies not addressed by Contractor, Psomas will notify City.

14. Testing & Training

- a. The scope and budget do not include Psomas's participation in factory witness testing.
- b. Psomas will coordinate onsite/field training and testing activities.
- c. Psomas will provide oversight and administration of testing, commissioning, startup activities, plant shutdowns, and plant tie-ins and will coordinate these activities with Contractors, DC, PMC, and the City.
- d. The PMC will attend any SCADA/PLC factory acceptance testing on behalf of the City. The PMC will verify that the Contractor's field calibrations are coordinated with controller programming, witness loop checkout testing to verify successful completion by the Contractor and verify control system installation following PLC and control system communication testing.

15. Corrective Work Item List

- a. Psomas will maintain a Corrective Work Item list (CWL) during the course of construction. To determine the validity of the CWL items, Psomas may seek input from the City and DC.
- b. Psomas will confirm that the items identified in the Corrective Work Item list are completed in preparation for issuance of the Substantial Completion Certificate.
- c. Psomas will prepare the Substantial Completion Certificate for execution by the City and Contractor when the Corrective Work Items are completed to the City's and Psomas's satisfaction. All incomplete Corrective Work Items will be moved to the punch list.

16. Final Inspection and Punchlist

- a. Final Inspection
 - 1. Psomas will have primary responsibility for conducting the final inspection.
 - 2. The City will participate and provide input on the final inspection.
 - 3. DC will provide design input on final inspection items if determined necessary by the City.
 - 4. Psomas will have oversight and final review responsibility for the final inspection.
- b. Psomas will prepare the list of outstanding deficiencies.
- c. Psomas will prepare and issue the punchlist(s) from the list of deficiencies.
- d. Psomas will have primary responsibility for verifying that punchlist work is complete.

17. Warranty Coordination

- a. Psomas will maintain a warranty file and a tabular summary of the warranties and their expiration.
- b. Psomas will confirm all necessary guarantee and warranty information required by the Contract Documents has been submitted by the Contractor.
- c. Coordination of warranty repair is not included in this Scope of Work or Budget.

18. Public Outreach Support

- a. The PMC shall be responsible for all public outreach efforts for the entire program. This includes developing outreach strategies, approaches, and templates to help communicate the scope, status, and objectives of the Program to stakeholders, residents and businesses located in the City.
- b. Psomas will provide the PMC necessary construction project progress updates and photographs for inclusion into outreach efforts and reports.

- c. Psomas will attend and participate in the presentation of construction project information to interested stakeholder groups as requested by the City.

19. Project Closeout

- a. Psomas will review the Contractor's record documents to assess if they are reflective of the final field conditions. Psomas will transfer the Contractor's record documents to the City.
- b. Psomas will prepare necessary City documentation recommending acceptance of the completed work.
- c. Psomas will turnover project documentation to the City in a timely and orderly manner.
- d. Psomas will download from e-Builder a complete copy of all files created by Psomas during the Project. At Psomas's expense, Psomas will be allowed to maintain e-Builder licenses and will be granted electronic access to these files in the e-Builder system while the e-Builder system for this project is still in operation. After completion of the Project and the extent available from the City, Psomas will have full and complete access to project files created by Psomas. Such access, subject to availability of files, shall include the right to copy any and/or all such files at Psomas's expense.

20. Dispute Resolution

- a. Claims avoidance, settlement support, and resolution, when possible, of routine disagreements through the normal efforts of the day-to-day project site staff will be performed.
- b. Dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), or those requiring extraordinary efforts by Psomas are not included in this Scope of Work. If such non-routine dispute resolution services are required, either an amendment or a separate budget will be authorized.

21. Construction Manager's Field Office

- a. Psomas will furnish the field office for the construction management team. Psomas will furnish the furniture, copier, computers and other equipment for the field office.
- b. The Contractor will be responsible for installing potable water, electrical services, and internet services to the field office. Psomas will define the Contractor's responsibilities for these provisions in the Contract Documents.
- c. The Contractor will be responsible for emptying septage holding tank(s), if applicable.

22. Overtime Allowance

- a. The Budget Estimate includes overtime allowance for inspection support. This allowance is based on an estimated 20 hours per month for portions of the Work. Actual overtime requirements will depend on the Contractor's operations.

23. Project Schedules / Durations

- a. The Budget Estimates and Level of Work Effort in Exhibit B are based on the Contract Documents durations. Delay to or extension of the Project schedule could impact the Budget Estimates and Level of Work Effort and necessitate either adjustment to project staffing and scope and/or amendment of the budget.

EXHIBIT B-3
CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
SITE PREPARATION PROJECT
CONSTRUCTION MANAGEMENT SERVICES
PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE

| PSOMAS | Subtotal Hours | Subtotal Fee | Sub Markups (5%) | Total Fee | 2021 Rate | 2022 Rate | 2023 Rate | | | | | Start Temp Facilities | | | | | | | | Utility Relocation Complete | | | | | | | | Closeout Period | | | | |
|---|----------------|--------------|------------------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|-----------------------|------------|------------|------------|------------|------------|------------|------------|-----------------------------|------------|------------|------------|------------|------------|------------|------------|-----------------|-----------|-----------|--------|--------|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | Sep-21 | Oct-21 | Nov-21 | Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 |
| Site Preparation CM Services | | | | | | | | 400 | 480 | 520 | 580 | 540 | 540 | 700 | 680 | 680 | 700 | 700 | 700 | 700 | 680 | 680 | 720 | 520 | 520 | 520 | 520 | 520 | 500 | 480 | | |
| Principle Support Allowance - Chris Davenport | 100 | \$ 24,068 | \$ - | \$ 24,068 | \$ 235 | \$ 242 | \$ 245 | | | | | | | | | | | | | | | | | | | | | | | | | |
| PM - Mike Reddy | 880 | \$ 199,984 | \$ - | \$ 199,984 | \$ 220 | \$ 227 | \$ 231 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 40 | 20 | 20 | | |
| CM | 3,680 | \$ 829,666 | \$ - | \$ 829,666 | \$ 218 | \$ 225 | \$ 231 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 |
| Field/Office Engineer - Sara McGuire | 3,640 | \$ 583,700 | \$ - | \$ 583,700 | \$ 155 | \$ 160 | \$ 164 | 120 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 |
| Inspector - Kurt Lahr | 3,520 | \$ 619,373 | \$ - | \$ 619,373 | \$ 170 | \$ 175 | \$ 180 | 80 | 120 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 120 |
| Inspector 2 | 1,600 | \$ 280,160 | \$ - | \$ 280,160 | \$ 170 | \$ 175 | \$ 180 | | | | | | | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | | | | | | | | | |
| Inspector OT Allowance | 160 | \$ 27,914 | \$ - | \$ 27,914 | \$ 170 | \$ 175 | \$ 180 | | | | 20 | 20 | | | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | | |
| Survey | Allowance | \$ 20,000 | \$ - | \$ 20,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subconsultants | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Material Testing / Special Inspection | Allowance | \$ 150,000 | \$ 7,500 | \$ 157,500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E, I and C - Beecher Engineering | Allowance | \$ 60,000 | \$ 3,000 | \$ 63,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Shoring Review - Dave Mathy | Allowance | \$ 50,000 | \$ 2,500 | \$ 52,500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Other Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Field Office & Equipment | | \$ 81,000 | \$ - | \$ 81,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Totals | 13,580 | \$ 2,925,865 | \$ 13,000 | \$ 2,938,865 | | | | \$ 75,880 | \$ 91,880 | \$ 98,680 | \$ 111,480 | \$ 105,052 | \$ 105,052 | \$ 133,068 | \$ 129,566 | \$ 129,566 | \$ 133,068 | \$ 133,068 | \$ 133,068 | \$ 133,068 | \$ 129,566 | \$ 144,566 | \$ 139,248 | \$ 104,507 | \$ 104,507 | \$ 104,507 | \$ 104,507 | \$ 104,507 | \$ 99,839 | \$ 97,611 | | |
| | chx 13,580 | | | \$ 2,938,865 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Notes & Assumptions: Estimated CM % 9.6%

Construction Bid Amount: \$30,669,000

NTP1 - Utility Relocation: 8-Sep-21

NTP2 - Temporary Facilities: 1-Apr-22 *as late as 6/1/22

Construction Period (CDs): 630

Substantial Completion: 31-May-23

Closeout (CDs): 56 8 wks

Closeout Complete: 26-Jul-23

Project Specific Items:

1. Construction Bid Amount is based on the Engineer's estimate

2. The budget estimate includes an allowance of 20 hours/month for overtime inspection of the Contractor's work for bypasses and shutdowns.

3. Nov 22 field office cost includes additional funds for the relocation of the current field offices.



EXHIBIT B-3
CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
SECONDARY EFFLUENT AND POND RETURN PIPELINE PROJECT
PRECONSTRUCTION PERIOD SERVICES
PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE

July 14, 2021

| | C.Davenport (Sr. Adv.) | M.Redig (PM/CM) | Discipline Specialist | Subconsultants | | | TOTAL |
|--|---------------------------|--------------------|--------------------------|-----------------------|----------------------|-----------|----------------|
| | | | | D. Mathy (Geotech) | T. Beecher (Elec) | D. Ewing | |
| FY 21 Billing Rate | \$ 235 | \$ 220 | \$ 200 | \$ 244 | \$ 206 | \$ 165 | |
| FY 22 Billing Rate | \$ 242 | \$ 227 | \$ 206 | \$ 251 | \$ 212 | \$ 170 | |
| FY 23 Billing Rate | \$ 249 | \$ 233 | \$ 212 | \$ 259 | \$ 219 | \$ 175 | |
| ACTIVITY DESCRIPTION | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | | (Hours) |
| 1. TM: Alternative Analysis | | | | | | | |
| a. TM Review | 8 | 8 | 0 | 0 | 0 | 0 | 16 |
| b. Workshop / Meetings | 8 | 8 | 0 | 0 | 0 | 0 | 16 |
| Subtotal Hours | 16 | 16 | 0 | 0 | 0 | 0 | 32 |
| Subtotal Psomas Cost - FY 21 | \$ 3,760 | \$ 3,520 | \$ - | | | | \$ 7,280 |
| Subtotal Subconsultant | | | | \$ - | \$ - | | \$ - |
| 5% Markup | | | | \$ - | \$ - | | \$ - |
| Total Task 1 | | | | | | | \$ 7,280 |
| BID PACKAGE | | | | | | | |
| 2. 50% Project Review | | | | | | | |
| a. 50% Project Review | 16 | 16 | 8 | 8 | 0 | 0 | 48 |
| b. Workshop / Meetings | 8 | 8 | 0 | 0 | 0 | 0 | 16 |
| Subtotal Hours | 24 | 24 | 8 | 8 | 0 | 0 | 64 |
| Subtotal Psomas Cost - FY 22 | \$ 5,809 | \$ 5,438 | \$ 1,648 | | | | \$ 12,896 |
| Subtotal Subconsultant | | | | \$ 2,011 | \$ - | \$ - | \$ 2,011 |
| 5% Markup | | | | \$ 101 | \$ - | \$ - | \$ 101 |
| Total Task 2 | | | | | | | \$ 15,007 |
| 3. 75% Constructability Review | | | | | | | |
| a. 75% Constructability Review | 16 | 16 | 8 | 8 | 0 | 0 | 48 |
| b. Workshop / Meetings | 8 | 8 | 0 | 0 | 0 | 0 | 16 |
| Subtotal Hours | 24 | 24 | 8 | 8 | 0 | 0 | 64 |
| Subtotal Psomas Cost - FY 22 | \$ 5,809 | \$ 5,438 | \$ 1,648 | | | | \$ 12,896 |
| Subtotal Subconsultant | | | | \$ 2,011 | \$ - | \$ - | \$ 2,011 |
| 5% Markup | | | | \$ 101 | \$ - | \$ - | \$ 101 |
| Total Task 3 | | | | | | | \$ 15,007 |
| 4. 95% Constructability Review | | | | | | | |
| a. 95% Constructability Review | 24 | 24 | 8 | 8 | 0 | 0 | 64 |
| b. Workshop / Meetings | 8 | 8 | 0 | 2 | 0 | 0 | 18 |
| Subtotal Hours | 32 | 32 | 8 | 10 | 0 | 0 | 82 |
| Subtotal Psomas Cost - FY 23 | \$ 7,978 | \$ 7,469 | \$ 1,697 | | | | \$ 17,144 |
| Subtotal Subconsultant | | | | \$ 2,589 | \$ - | \$ - | \$ 2,589 |
| 5% Markup | | | | \$ 129 | \$ - | \$ - | \$ 129 |
| Total Task 4 | | | | | | | \$ 19,862 |
| 5. 100% Constructability Review | | | | | | | |
| a. 100% Constructability Review | 16 | 24 | 8 | 4 | 0 | 0 | 52 |
| b. Workshop / Meetings | 8 | 8 | 0 | 0 | 0 | 0 | 16 |
| Subtotal Hours | 24 | 32 | 8 | 4 | 0 | 0 | 68 |
| Subtotal Psomas Cost - FY 23 | \$ 5,983 | \$ 7,469 | \$ 1,697 | | | | \$ 15,150 |
| Subtotal Subconsultant | | | | \$ 1,035 | \$ - | \$ - | \$ 1,035 |
| 5% Markup | | | | \$ 52 | \$ - | \$ - | \$ 52 |
| Total Task 5 | | | | | | | \$ 16,237 |
| 6. Forecast Schedule Review - LDs / WDs | 4 | 16 | 16 | 0 | 0 | 0 | 36 |
| Total Task 6 - FY 23 | \$ 997 | \$ 3,734 | \$ 3,395 | \$ - | \$ - | \$ - | \$ 8,126 |
| 7. Team Meetings/Project Coordination | 16 | 16 | 0 | 0 | 0 | 0 | 32 |
| Total Task 7 - FY 23 | \$ 3,989 | \$ 3,734 | \$ - | \$ - | \$ - | \$ - | \$ 7,723 |
| 8. Front-End Specification Review | 8 | 24 | 0 | 0 | 0 | 80 | 112 |
| Subtotal Hours | 8 | 24 | 0 | 0 | 0 | 80 | 112 |
| Subtotal Psomas Cost - FY 23 | \$ 1,994 | \$ 5,602 | \$ - | | | | \$ 7,596 |
| Subtotal Subconsultant | | | | \$ - | \$ - | \$ 14,004 | \$ 14,004 |
| 5% Markup | | | | \$ - | \$ - | \$ 700 | \$ 700 |
| Total Task 8 | | | | | | | \$ 22,300 |
| 9. Bid Period Assistance | 16 | 16 | 0 | 0 | 0 | 0 | 32 |

| | | | | | | | |
|----------------------|----------|----------|------|------|------|------|----------|
| Total Task 9 - FY 23 | \$ 3,989 | \$ 3,734 | \$ - | \$ - | \$ - | \$ - | \$ 7,723 |
|----------------------|----------|----------|------|------|------|------|----------|

| | | | | | | | |
|--|-----|-----|----|----|---|----|-------------------|
| TOTAL - Precon Period Services (Hours) | 164 | 200 | 48 | 30 | 0 | 80 | 522 |
| TOTAL - Precon Period Services (Budget) | | | | | | | \$ 119,266 |

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on January 1, 2022
2. Fiscal year for each task is assumed based on DC schedule dated 5/28/21



EXHIBIT B-3 - BUDGET ADJUSTMENT
CITY OF SUNNYVALE - WPCP
PRIMARY TREATMENT FACILITY- Package 2
PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE

July 20, 2021

| Description | | FY 21 Hours | FY 21 Rate | FY 22 Hours | FY 22 Rate | Amount |
|--------------------------------------|--------------|------------------|------------|-------------|------------|--------------|
| | | | | | | months |
| Covello/Psomas Labor | | | | | | |
| Principal/PM | C. Davenport | 126 | \$ 235 | 14 | \$ 242 | \$32,999 |
| Construction Manager | M.Redig | 400 | \$ 220 | 180 | \$ 227 | \$128,788 |
| Assist CM | Y. Afshar | 1,024 | \$ 218 | 880 | \$ 225 | \$420,827 |
| Office/Field Engineer | S.McGuire | 1,024 | \$ 155 | 1,240 | \$ 160 | \$356,686 |
| Office/Field Engineer | J. Barrerra | 520 | \$ 120 | 0 | \$ 124 | \$62,400 |
| Inspector | J.Williams | - | \$ 175 | 0 | \$ 180 | \$0 |
| Inspector | K. Lahr | 1,024 | \$ 170 | 1,280 | \$ 175 | \$398,208 |
| Inspector | M. Stillian | 320 | \$ 170 | 0 | \$ 175 | \$54,400 |
| Overtime Allowance | TBD | - | \$ 170 | 0 | \$ 175 | \$0 |
| Covello/Psomas Subtotal | | 4,438 | | | | \$1,454,308 |
| Escalation | | | | | | \$0 |
| Covello/Psomas Total | | | | | | \$1,454,308 |
| Subconsultants | | Remaining Budget | | | | |
| Electrical Support | T.Beecher | Allowance | | | | \$15,000 |
| Coating Inspection | BACC | Allowance | | | | \$5,000 |
| Material Testing / QA | Smith Emery | Allowance | | | | \$5,000 |
| Special Inspection | Smith Emery | Allowance | | | | \$0 |
| Shoring Review | D.Mathy | Allowance | | | | \$0 |
| Surveying | Psomas | Allowance | | | | \$10,000 |
| Subconsultant Subtotal | | | | | | \$35,000 |
| Markup on Subs (5%) | | | | | | \$1,250 |
| Escalation | | | | | | \$0 |
| Subconsultant Total | | | | | | \$36,250 |
| Other Direct Costs | | Months | Rate | | | |
| Field Office & Equipment | | 3 | \$ 3,000 | | | \$9,000 |
| Field Office Relocation | | Allowance | | | | \$15,000 |
| ODC Total | | | | | | \$24,000 |
| Total Estimate to Complete | | | | | | \$1,514,558 |
| | | | | | | |
| Total Budget | | | | | | \$7,372,454 |
| CCO #6 | | | | | | \$801,740 |
| Actual Costs to Date Through 6/30/21 | | | | | | \$7,777,475 |
| Remaining Budget as of 6/30/21 | | | | | | \$396,719.03 |
| | | | | | | |
| Preconstruction Budget Adjustment | | | | | | \$154,000.00 |
| | | | | | | |
| Budget Adjustment | | | | | | \$1,272,000 |

Monthly Estimate

Actual Cost

ORIGINAL BUDGET

Notes & Assumptions:

| | | |
|----------------------------|---------------|---------|
| Construction Bid Amount: | \$100,188,000 | |
| Project NTP: | 15-Jun-17 | |
| Construction NTP: | 30-Nov-17 | |
| Construction Period (CDs): | 1152 | |
| Substantial Completion: | 25-Jan-21 | |
| Closeout (CDs): | 56 | 8 weeks |
| Closeout Complete: | 22-Mar-21 | |
| Milestone B | 14-Jul-20 | |

UPDATED BUDGET

Notes & Assumptions:

| | | |
|----------------------------|---------------|---------|
| Construction Bid Amount: | \$100,188,000 | |
| Project NTP: | 15-Jun-17 | |
| Construction NTP: | 30-Nov-17 | |
| Construction Period (CDs): | 1152 | |
| Substantial Completion: | 17-Jul-22 | |
| Closeout (CDs): | 21 | 3 weeks |
| Closeout Complete: | 7-Aug-22 | |
| Start Clean Water Test | 8-Jan-22 | |
| Milestone B | 29-Mar-22 | |

**Project Name - Water Pollution Control Plant
Secondary Treatment & Dewatering, Administration & Laboratory Building, Rehabilitation Project**

| Contract Task # | Description | Contract Amount |
|-----------------|--|-----------------|
| Amendment 1 | | |
| 5.A | Secondary Treatment & Dewatering - Preconstruction Phase (w/o Optional Services) | \$ 353,339.00 |
| 5.A | CCO No. 5, Budget Adjustment | \$ (83,738.00) |
| 5.A | CCO No. 6, Budget Adjustment | \$ (50,000.00) |
| 5.A | Revised Budget Total | \$ 219,601.00 |
| | Total Amount Billed to Date | \$ 39,875.00 |
| | Remaining Budget | \$ 179,726.00 |
| | Remaining Work | \$ 213,128.10 |
| | Budget Adjustment | \$ 33,402.10 |
| Amendment 1 | | |
| 6.0 | Admin & Lab Building - Preconstruction Phase | \$ 169,442.00 |
| 6.0 | CCO No. 5, Budget Adjustment | \$ (94,266.00) |
| 6.0 | CCO No. 6, Budget Adjustment | \$ (52,760.75) |
| 6.0 | Revised Budget Total | \$ 22,415.25 |
| | Total Amount Billed to Date | \$ 22,415.25 |
| | Remaining Budget | \$ - |
| | Remaining Work | \$ 112,661.21 |
| | Budget Adjustment | \$ 112,661.21 |
| Amendment 3 | | |
| 7.0 | Plant Rehabilitation - Preconstruction Phase | \$ 320,359.00 |
| 7.0 | CCO No. 5, Budget Adjustment | \$ (85,760.00) |
| 7.0 | CCO No. 6, Budget Adjustment | \$ (50,000.00) |
| 7.0 | Revised Budget Total | \$ 184,599.00 |
| | Total Amount Billed to Date | \$ 53,447.75 |
| | Remaining Budget | \$ 131,151.25 |
| | Remaining Work | \$ 139,035.85 |
| | Budget Adjustment | \$ 7,884.60 |

Through 4/29

Through 4/29

Through 4/29

Budget Adjustment Total \$ 154,000.00



CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
SECONDARY TREATMENT & DEWATERING
PRECONSTRUCTION PERIOD SERVICES
PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE
July 20, 2021

| | C. Davenport (PM) | M.Redig (CM) | (Asst CM) | Discipline Specialists | Subconsultants | | | TOTAL |
|---|-------------------------|-----------------|-----------|---------------------------|-----------------------|----------------------|-----------|------------|
| | | | | | D. Mathy (Geotech) | T. Beecher (Elec) | D. Ewing | |
| FY 17/18 Billing Rate | | | | | | | | |
| FY 18/19 Billing Rate | | | | | | | | |
| FY 19/20 Billing Rate | | | | | | | | |
| FY 21 Billing Rate | \$ 235 | \$ 220 | \$ - | \$ 200 | \$ 244 | \$ 200 | \$ 165 | |
| FY 22 Billing Rate | \$ 242 | \$ 227 | \$ - | \$ 206 | \$ 251 | \$ 206 | | |
| ACTIVITY DESCRIPTION | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | | (Hours) |
| 1. DIM No. 14 - Sequencing and Site Layout | | | | | | | | |
| Total Task 1 | \$ - | \$ - | \$ - | \$ - | | | | \$ - |
| 2. DIM No. 18 - Perimeter Wall (Optional) | | | | | | | | |
| Total Task 2 | \$ - | \$ - | \$ - | \$ - | | | | \$ - |
| 3. 30% Project Review (3- Packages) | | | | | | | | |
| Total Task 3 | | | | | | | | \$ - |
| 4. 60% Constructability Review (3 - Packages) | | | | | | | | |
| Total Task 4 | | | | | | | | \$ - |
| 5. 90% Constructability Review | | | | | | | | |
| a. 90% Constructability Review | 60 | 80 | | 40 | 24 | 64 | | 268 |
| b. Review Meetings | 20 | 20 | | 0 | 4 | 4 | | 48 |
| Subtotal Hours | 80 | 100 | | 40 | 28 | 68 | | 316 |
| Subtotal Psomas Cost - FY 21 | \$ 18,800 | \$ 22,000 | | \$ 8,000 | | | | \$ 48,800 |
| Subtotal Subconsultant | | | | | \$ 6,832 | \$ 13,600 | | \$ 20,432 |
| 5% Markup | | | | | \$ 342 | \$ 680 | | \$ 1,022 |
| Total Task 5 | | | | | | | | \$ 70,254 |
| 6. 100% Constructability Review | | | | | | | | |
| a. 100% Constructability Review | 30 | 60 | | 40 | 8 | 40 | | 178 |
| b. Review Meeting | 12 | 12 | | 0 | 0 | 4 | | 28 |
| Subtotal Hours | 42 | 72 | | 40 | 8 | 44 | | 206 |
| Subtotal Psomas Cost - FY 21 | \$ 9,870 | \$ 15,840 | | \$ 8,000 | | | | \$ 33,710 |
| Subtotal Subconsultant | | | | | \$ 1,952 | \$ 8,800 | | \$ 10,752 |
| 5% Markup | | | | | \$ 98 | \$ 440 | | \$ 538 |
| Total Task 6 | | | | | | | | \$ 45,000 |
| 7. Geotechnical Report Review | | | | | | | | |
| a. Draft Report Review | 4 | 8 | | 0 | 16 | 0 | | 28 |
| b. Final Report Review | 4 | 8 | | 0 | 16 | 0 | | 28 |
| Subtotal Hours | 8 | 16 | | 0 | 32 | 0 | | 56 |
| Subtotal Psomas Cost - FY 21 | \$ 1,880 | \$ 3,520 | | \$ - | | | | \$ 5,400 |
| Subtotal Subconsultant | | | | | \$ 7,808 | \$ - | | \$ 7,808 |
| 5% Markup | | | | | \$ 390 | \$ - | | \$ 390 |
| Total Task 7 | | | | | | | | \$ 13,598 |
| 8. Forecast Schedule Review - LDs / WDs | 4 | 20 | | 0 | 0 | 0 | | 24 |
| Total Task 8 - FY 21 | \$ 940 | \$ 4,400 | | \$ - | \$ - | \$ - | | \$ 5,340 |
| 9. Team Meetings/Project Coordination | 40 | 60 | | 0 | 0 | 0 | | 100 |
| Total Task 9 - FY 21 | \$ 9,400 | \$ 13,200 | | \$ - | \$ - | \$ - | | \$ 22,600 |
| 10. Front-End Specification Review | 8 | 20 | | 0 | 0 | 0 | 100 | 128 |
| | \$ 1,880 | \$ 4,400 | | \$ - | | | | \$ 6,280 |
| Subconsultant | | | | | \$ - | \$ - | \$ 16,500 | \$ 16,500 |
| 5% Markup | | | | | | | \$ 825 | \$ 825 |
| Total Task 10 - FY 21 | | | | | | | | \$ 23,605 |
| 11. Equipment Procurement Assistance | 4 | 60 | | 0 | 0 | 0 | | 64 |
| Assume 5 packages (12 hrs/package) | | | | | | | | |
| Total Task 11 - FY 21 | \$ 940 | \$ 13,200 | | \$ - | \$ - | \$ - | | \$ 14,140 |
| 12. Bid Period Assistance | 30 | 50 | | 0 | 0 | 0 | | 80 |
| Total Task 12 - FY22 | \$ 7,262 | \$ 11,330 | | \$ - | \$ - | \$ - | | \$ 18,592 |
| TOTAL - Precon Period Services (Hours) | 216 | 398 | 0 | 80 | 68 | 112 | | 874 |
| SUBTOTAL - Precon Period Services (Budget) | | | | | | | | \$ 213,128 |

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on July 1, 2018

2. Fiscal year for each task is assumed based on Carollo schedule dated 10/9/17

Expended as of



**CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
PLANT REHABILITATION PROJECT
PRECONSTRUCTION PERIOD SERVICES
PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE**

July 20, 2021

| | C.Davenport (PM) | M.Redig (PM/CM) | | Discipline Specialist | Subconsultants | | | TOTAL |
|--|---------------------|--------------------|---------|--------------------------|-----------------------|----------------------|----------|-----------|
| | | | | | D. Mathy (Geotech) | T. Beecher (Elec) | D. Ewing | |
| FY 21 Billing Rate | \$ 235 | \$ 220 | | \$ 200 | \$ 244 | \$ 200 | \$ 165 | |
| FY 22 Billing Rate | \$ 242 | \$ 227 | | \$ 206 | \$ 251 | \$ 206 | | |
| | | | | | | | | |
| ACTIVITY DESCRIPTION | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | | (Hours) |
| 1. DIM: Western Perimeter Wall | | | | | | | | |
| Total Task 1 | | | | | | | | \$ - |
| BASE SCOPE BID PACKAGE | | | | | | | | |
| 2. 30% Project Review | | | | | | | | |
| Total Task 2 | | | | | | | | \$ - |
| 3. 60% Constructability Review | | | | | | | | |
| Total Task 3 | | | | | | | | \$ - |
| 4. 90% Constructability Review | | | | | | | | |
| Total Task 4 | | | | | | | | \$ - |
| 5. 100% Constructability Review | | | | | | | | |
| a. 100% Constructability Review | 12 | 20 | | 20 | 8 | 16 | | 76 |
| b. Review Meeting | 8 | 8 | | 0 | 0 | 2 | | 18 |
| Subtotal Hours | 20 | 28 | 0 | 20 | 8 | 18 | | 94 |
| Subtotal Psomas Cost - FY 21 | \$ 4,841 | \$ 6,345 | \$ - | \$ 4,000 | | | | \$ 15,186 |
| Subtotal Subconsultant | | | | | \$ 2,011 | \$ 3,708 | | \$ 5,719 |
| 5% Markup | | | | | \$ 101 | \$ 185 | | \$ 286 |
| Total Task 5 | | | | | | | | \$ 21,190 |
| PERIMETER WALL BID PACKAGE | | | | | | | | |
| 6. 30% Project Review | | | | | | | | |
| Total Task 6 | | | | | | | | \$ - |
| 7. 60% Constructability Review | | | | | | | | |
| a. 60% Constructability Review | 8 | 16 | | 16 | 16 | 0 | | 56 |
| b. Review Meetings | 6 | 6 | | 0 | 0 | 0 | | 12 |

| | | | | | | | | |
|---|----------|----------|------|----------|----------|------|-----------|------------|
| Subtotal Hours | 14 | 22 | 0 | 16 | 16 | 0 | | 68 |
| Subtotal Psomas Cost - FY 22 | \$ 3,389 | \$ 4,985 | \$ - | \$ 3,296 | | | | \$ 11,670 |
| Subtotal Subconsultant | | | | | \$ 3,904 | \$ - | | \$ 3,904 |
| 5% Markup | | | | | \$ 195 | \$ - | | \$ 195 |
| Total Task 7 | | | | | | | | \$ 15,769 |
| 8. 90% Constructability Review | | | | | | | | |
| a. 90% Constructability Review | 16 | 32 | | 16 | 16 | 0 | | 80 |
| b. Review Meetings | 6 | 6 | | 0 | 0 | 0 | | 12 |
| Subtotal Hours | 22 | 38 | 0 | 16 | 16 | 0 | | 92 |
| Subtotal Psomas Cost - FY 22 | \$ 5,325 | \$ 8,611 | \$ - | \$ 3,296 | | | | \$ 17,232 |
| Subtotal Subconsultant | | | | | \$ 4,021 | \$ - | | \$ 4,021 |
| 5% Markup | | | | | \$ 201 | \$ - | | \$ 201 |
| Total Task 8 | | | | | | | | \$ 21,454 |
| 9. 100% Constructability Review | | | | | | | | |
| a. 100% Constructability Review | 8 | 20 | | 16 | 8 | 0 | | 52 |
| b. Review Meeting | 6 | 6 | | 0 | 0 | 0 | | 12 |
| Subtotal Hours | 14 | 26 | 0 | 16 | 8 | 0 | | 64 |
| Subtotal Psomas Cost - FY 22 | \$ 3,389 | \$ 5,892 | \$ - | \$ 3,296 | | | | \$ 12,576 |
| Subtotal Subconsultant | | | | | \$ 2,011 | \$ - | | \$ 2,011 |
| 5% Markup | | | | | \$ 101 | \$ - | | \$ 101 |
| Total Task 9 | | | | | | | | \$ 14,687 |
| SITE PREP / UTILITY RELOCATION BID PACKAGE | | | | | | | | |
| 10. 50% Project Review | | | | | | | | |
| Total Task 10 | | | | | | | | \$ - |
| 11. 90% Constructability Review | | | | | | | | |
| Total Task 11 | | | | | | | | \$ - |
| 12. 100% Constructability Review | | | | | | | | |
| Total Task 12 | | | | | | | | \$ - |
| 13. Forecast Schedule Review - LDs / WDs | 8 | 16 | | 0 | 0 | 0 | | 24 |
| Total Task 13 - FY 21 | \$ 1,936 | \$ 3,626 | \$ - | \$ - | \$ - | \$ - | | \$ 5,562 |
| 14. Team Meetings/Project Coordination | 16 | 32 | | 0 | 0 | 0 | | 48 |
| Total Task 14 - FY 21 | \$ 3,873 | \$ 7,251 | \$ - | \$ - | \$ - | \$ - | | \$ 11,124 |
| 15. Front-End Specification Review | 16 | 32 | | 0 | 0 | 0 | 100 | 148 |
| | \$ 3,873 | \$ 7,251 | \$ - | \$ - | \$ - | \$ - | | \$ 11,124 |
| Subconsultant | | | | | | | \$ 16,500 | \$ 16,500 |
| 5% Markup | | | | | | | \$ 825.00 | \$ 825.00 |
| Total Task 15 - FY 21 | | | | | | | | \$ 28,449 |
| 16. Equipment Procurement Assistance | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total Task 16 - FY 21 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| 17. Bid Period Assistance | 16 | 40 | | 40 | 0 | 0 | | 96 |
| Total Task 17 - FY 21 | \$ 3,760 | \$ 8,800 | \$ - | \$ 8,240 | \$ - | \$ - | | \$ 20,800 |
| TOTAL - Precon Period Services (Hours) | 126 | 234 | 0 | 108 | 48 | 18 | | 534 |
| TOTAL - Precon Period Services (Budget) | | | | | | | | \$ 139,036 |

1. Escalation estimate is based on an approximate 3% billing rate adjustment each fiscal year; starting on January 1, 2020
2. Fiscal year for each task is assumed based on DC schedule dated 7/12/19

Expended as of 4/2
\$ 53,448
Remaining Budget
\$ 131,151



**CITY OF SUNNYVALE - WATER POLLUTION CONTROL PLANT
PLANT REHABILITATION PROJECT
PRECONSTRUCTION PERIOD SERVICES
PSOMAS - STAFF EFFORT AND BUDGET ESTIMATE**

July 20, 2021

| | C.Davenport (PM) | M.Redig (PM/CM) | | Discipline Specialist | Subconsultants | | | TOTAL |
|--|---------------------|--------------------|---------|--------------------------|-----------------------|----------------------|----------|-----------|
| | | | | | D. Mathy (Geotech) | T. Beecher (Elec) | D. Ewing | |
| FY 21 Billing Rate | \$ 235 | \$ 220 | | \$ 200 | \$ 244 | \$ 200 | \$ 165 | |
| FY 22 Billing Rate | \$ 242 | \$ 227 | | \$ 206 | \$ 251 | \$ 206 | | |
| | | | | | | | | |
| ACTIVITY DESCRIPTION | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | (Hours) | | (Hours) |
| 1. DIM: Western Perimeter Wall | | | | | | | | |
| Total Task 1 | | | | | | | | \$ - |
| BASE SCOPE BID PACKAGE | | | | | | | | |
| 2. 30% Project Review | | | | | | | | |
| Total Task 2 | | | | | | | | \$ - |
| 3. 60% Constructability Review | | | | | | | | |
| Total Task 3 | | | | | | | | \$ - |
| 4. 90% Constructability Review | | | | | | | | |
| Total Task 4 | | | | | | | | \$ - |
| 5. 100% Constructability Review | | | | | | | | |
| a. 100% Constructability Review | 12 | 20 | | 20 | 8 | 16 | | 76 |
| b. Review Meeting | 8 | 8 | | 0 | 0 | 2 | | 18 |
| Subtotal Hours | 20 | 28 | 0 | 20 | 8 | 18 | | 94 |
| Subtotal Psomas Cost - FY 21 | \$ 4,841 | \$ 6,345 | \$ - | \$ 4,000 | | | | \$ 15,186 |
| Subtotal Subconsultant | | | | | \$ 2,011 | \$ 3,708 | | \$ 5,719 |
| 5% Markup | | | | | \$ 101 | \$ 185 | | \$ 286 |
| Total Task 5 | | | | | | | | \$ 21,190 |
| PERIMETER WALL BID PACKAGE | | | | | | | | |
| 6. 30% Project Review | | | | | | | | |
| Total Task 6 | | | | | | | | \$ - |
| 7. 60% Constructability Review | | | | | | | | |
| a. 60% Constructability Review | 8 | 16 | | 16 | 16 | 0 | | 56 |
| b. Review Meetings | 6 | 6 | | 0 | 0 | 0 | | 12 |

| | | | | | | | | |
|---|----------|----------|------|----------|----------|------|-----------|------------|
| Subtotal Hours | 14 | 22 | 0 | 16 | 16 | 0 | | 68 |
| Subtotal Psomas Cost - FY 22 | \$ 3,389 | \$ 4,985 | \$ - | \$ 3,296 | | | | \$ 11,670 |
| Subtotal Subconsultant | | | | | \$ 3,904 | \$ - | | \$ 3,904 |
| 5% Markup | | | | | \$ 195 | \$ - | | \$ 195 |
| Total Task 7 | | | | | | | | \$ 15,769 |
| 8. 90% Constructability Review | | | | | | | | |
| a. 90% Constructability Review | 16 | 32 | | 16 | 16 | 0 | | 80 |
| b. Review Meetings | 6 | 6 | | 0 | 0 | 0 | | 12 |
| Subtotal Hours | 22 | 38 | 0 | 16 | 16 | 0 | | 92 |
| Subtotal Psomas Cost - FY 22 | \$ 5,325 | \$ 8,611 | \$ - | \$ 3,296 | | | | \$ 17,232 |
| Subtotal Subconsultant | | | | | \$ 4,021 | \$ - | | \$ 4,021 |
| 5% Markup | | | | | \$ 201 | \$ - | | \$ 201 |
| Total Task 8 | | | | | | | | \$ 21,454 |
| 9. 100% Constructability Review | | | | | | | | |
| a. 100% Constructability Review | 8 | 20 | | 16 | 8 | 0 | | 52 |
| b. Review Meeting | 6 | 6 | | 0 | 0 | 0 | | 12 |
| Subtotal Hours | 14 | 26 | 0 | 16 | 8 | 0 | | 64 |
| Subtotal Psomas Cost - FY 22 | \$ 3,389 | \$ 5,892 | \$ - | \$ 3,296 | | | | \$ 12,576 |
| Subtotal Subconsultant | | | | | \$ 2,011 | \$ - | | \$ 2,011 |
| 5% Markup | | | | | \$ 101 | \$ - | | \$ 101 |
| Total Task 9 | | | | | | | | \$ 14,687 |
| SITE PREP / UTILITY RELOCATION BID PACKAGE | | | | | | | | |
| 10. 50% Project Review | | | | | | | | |
| Total Task 10 | | | | | | | | \$ - |
| 11. 90% Constructability Review | | | | | | | | |
| Total Task 11 | | | | | | | | \$ - |
| 12. 100% Constructability Review | | | | | | | | |
| Total Task 12 | | | | | | | | \$ - |
| 13. Forecast Schedule Review - LDs / WDs | 8 | 16 | | 0 | 0 | 0 | | 24 |
| Total Task 13 - FY 21 | \$ 1,936 | \$ 3,626 | \$ - | \$ - | \$ - | \$ - | | \$ 5,562 |
| 14. Team Meetings/Project Coordination | 16 | 32 | | 0 | 0 | 0 | | 48 |
| Total Task 14 - FY 21 | \$ 3,873 | \$ 7,251 | \$ - | \$ - | \$ - | \$ - | | \$ 11,124 |
| 15. Front-End Specification Review | 16 | 32 | | 0 | 0 | 0 | 100 | 148 |
| | \$ 3,873 | \$ 7,251 | \$ - | \$ - | \$ - | \$ - | | \$ 11,124 |
| Subconsultant | | | | | | | \$ 16,500 | \$ 16,500 |
| 5% Markup | | | | | | | \$ 825.00 | \$ 825.00 |
| Total Task 15 - FY 21 | | | | | | | | \$ 28,449 |
| 16. Equipment Procurement Assistance | 0 | 0 | 0 | 0 | 0 | 0 | | 0 |
| Total Task 16 - FY 21 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$ - |
| 17. Bid Period Assistance | 16 | 40 | | 40 | 0 | 0 | | 96 |
| Total Task 17 - FY 21 | \$ 3,760 | \$ 8,800 | \$ - | \$ 8,240 | \$ - | \$ - | | \$ 20,800 |
| TOTAL - Precon Period Services (Hours) | 126 | 234 | 0 | 108 | 48 | 18 | | 534 |
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2. Fiscal year for each task is assumed based on DC schedule dated 7/12/19

Expended as of 4/2
\$ 53,448
Remaining Budget
\$ 131,151

August 26, 2021

Allison Boyer, P.E.
Assistant City Engineer
Department of Public Works
City of Sunnyvale
P.O. Box 3707Ju
Sunnyvale, CA 94088-3703

Subject: Psomas 2021 Billing Rates

Dear Allison:

The following are Psomas' adjusted billing rates for the period July 2021 through December 2021.

| <u>CLASSIFICATION</u> | <u>CURRENT RATE</u> | <u>2021 RATE</u> |
|-----------------------|---------------------|------------------|
| Principle | \$228 | \$235-\$245 |
| Project Manager | \$210 | \$220-\$235 |
| Construction Manager | \$210 | \$218-\$220 |
| Project Engineer | \$110-\$148 | \$120-\$155 |
| Inspector | \$160-\$165 | \$170-\$175 |

As we discussed, the above rates are in general conformance with the estimated 3% annual escalation since the rate freeze on the rates effective July 2019. Moving forward we request to update rates at the start of the Calendar year. If you have any questions on the above, please feel free to call me. We look forward to continuing to work with you on your projects.

Sincerely,
P S O M A S

Mike Redig