

**Master City of San José Consultant Agreement  
Amendment to Approved Service Order – RWF Capital Projects  
Cover Page**

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- 1a. CPMS Contract No.: 8125-2 1b. Master Agreement AC No.: 27747
2.  First  Second  Third  Fourth Amendment to Approved Service Order No. 2
3. Consultant's Name: MNS Engineers, Inc. ("Consultant")
- 

Project Name: Construction Management and Inspection Services for Advanced Facility Control and Meter Replacement - Phase 1 Project ("Project")

Amendment Description: This Fourth Amendment to Service Order 2 increases compensation and extends the completion dates for Task No. 1 (Project Management and QA/QC), Task No.4 (Construction Inspection Services), and Task No. 6 (Construction Closeout Activities) due to the Project's extended schedule.

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

- a.  **Budget/Fiscal:** The  original Budget/Fiscal information in Section 7 of the Approved Service Order  First Revised Budget/Fiscal Attachment  Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached  First  Second  Third Revised Budget/Fiscal Attachment  Fourth Revised Budget/Fiscal Attachment. .
- b.  **Tasks – Attachment A:** The  original  First Revised  Second Revised  Third Revised Attachment A is amended to read as set forth in the attached  First  Second  Third  Fourth Revised Attachment A.
- c.  **Terms and Conditions – Attachment B:** The  original  First Revised  Second Revised  Third Revised Attachment B is amended to read as set forth in the attached  First  Second  Third B  Fourth Revised Attachment B.
- d.  **Compensation Table – Attachment C:** The  original  First Revised  Second Revised  Third Revised Attachment C is amended to read as set forth in the attached  First  Second  Third C  Fourth Revised Attachment.

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

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6. **Consultant Approval:**  Date: Jul 13, 2021  
Greg Chelini (Jul 13, 2021 06:01 PDT)

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

**Approved Service Order Amendment Form Approved by the Office of the City Attorney**

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

**Approved as to Form:**  Date: Jul 13, 2021  
Sr. Dept. City Attorney: \_\_\_\_\_

8. **City Director Approval:**  Date: Jul 13, 2021  
Napp Fukuda (Jul 13, 2021 13:23 PDT)

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

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

Decreased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

Increased from \$948,912.00 to \$1,007,016.92.

3. Section 7 of the Approved Service Order cover page is appended to read as follows:

a.	Current <b>unencumbered</b> amount in Master Agreement:	\$	601,360.75
b.	Service Order Compensation for this Approved Service Order Amendment:	\$	58,104.92
c.	New unencumbered balance in Master Agreement:	\$	543,255.83
d.	<b>Appropriation Certification:</b> I certify that an unexpended appropriation in the amount of the Maximum service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.		
	Fund: 512	Appn: 7224	RC: 183495      Amount: \$ 34,414.92
	Fund: 512	Appn: 7224	RC: 183496      Amount: \$ 23,690.00
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Division Analyst Approval:	<i>Mary Crippen</i>	Date: Jul 13, 2021
	Authorized Signature:	<i>Harpal Singh</i> Harpal Singh (Jul 13, 2021 08:14 PDT)	Date: Jul 13, 2021

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

This Revised Attachment A is attached to the  First  Second  Third  Fourth amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

The Revised Attachment A attached to the Third Amendment to Approved Service Order No. 2, including any exhibits thereto, is deleted in its entirety and replaced by the following:

The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's Contract Manager.

**General Description of Project for which Consultant will Provide Services:**

The work for Advanced Facility Control and Meter Replacement - Phase 1 Project ("Project") consists of demolition, replacement, and/or improvements to flow meters, process control valves and actuators, piping and supports, isolation valves, instrumentation and other work at the site to maintain compliance with the San José-Santa Clara Regional Wastewater Facility's ("RWF's") National Pollutant Discharge Elimination System ("NPDES") Permit. The work for the Project started in the summer of 2019 in order to allow construction during planned maintenance shutdown periods. During the summer of 2019, the contractor replaced and/or upgraded the control equipment in the secondary treatment battery B. During the summer of 2020, the contractor replaced and/or upgraded the control equipment at Nitrification Battery B areas. Work continues in 2021.

The objective of this Service Order No. 2 ("SO") is for Consultant to provide the City with construction management and inspection services and together with the City form an integrated Construction Management Team that will jointly deliver the Project.

This SO consists of the following tasks:

- Task No. 1: Project Management, Quality Assurance/Quality Control and Meetings
- Task No. 2: Pre-Construction Phase Services
- Task No. 3: Construction Management Services
- Task No. 4: Construction Inspection Services
- Task No. 5: Testing, Startup, and Commissioning (TSC) Services
- Task No. 6: Construction Closeout Activities

**REQUIREMENTS AND CONDITIONS FOR ALL SERVICES TO BE PROVIDED UNDER THIS SO**

- 1) Pursuant to Exhibit B of the Agreement, the following staff are designated as Onsite Staff for this SO. In the event that any of the designated Onsite Staff become Offsite Staff during the term of this SO, their designations shall be changed to Offsite Staff for the remainder of the SO term. All staff not listed below are Offsite Staff for this SO.

Staff Name	SO Role
Chew Low	Electrical Inspector
Todd Hitchcock	Mechanical/Electrical Inspector (Alternate)

- 2) Consultant shall use the document management systems used by the RWF CIP. The systems included a Microsoft SharePoint site referred to as the CIP Portal and EADOC, which is a cloud-based design and construction management software used for the timely logging, filing, and tracking of project related correspondence [Requests For Information (“RFIs”), Submittal, Memos, etc.] to assure timely responses; provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution. The City will provide the necessary software training to Consultant staff.

### **Task No. 1: Project Management, Quality Assurance/Quality Control and Meetings**

- A. Services:** Consultant shall use the document management systems used by the RWF CIP. The systems included a Microsoft SharePoint site referred to as the CIP Portal and EADOC, which is a cloud-based design and construction management software. The City will provide the necessary software training to Consultant staff.

The deliverables submitted by Consultant shall conform to the City’s templates and guidelines as provided in the CIP Construction Administration Plan and other Program documents, procedures, and guidelines.

Consultant shall perform the following project management activities.

1. Daily Oversight: Consultant shall oversee daily management of SO scope, deliverables, schedule, budget, and quality (QA/QC) including managing Consultant, subconsultant and Contract Personnel staff.
2. Coordination: Consultant shall coordinate work with internal staff, subconsultants, Contract Personnel, City staff, and other City consultants as appropriate and necessary and as requested by City. All work performed should be coordinated with other CIP projects currently underway to avoid duplication, confusion, or conflicts.
3. Progress Meetings: Consultant shall lead the biweekly construction progress meetings to discuss overall work progress and status on near-term efforts and requirements. Communication that is more frequent may occur if necessary, and as requested by the City’s Project Manager. Consultant shall prepare agendas and meeting materials in advance of the meetings, and shall prepare meeting minutes following each meeting.
4. Project Schedule: Consultant shall review and analyze the contractor’s monthly and three (3) week look ahead schedules and recommend options for minimizing schedule risk to critical or near critical path activities.
5. EADOC Software: Consultant shall utilize the City’s electronic Design and Construction Management System (“DCMS”), namely EADOC; for the timely logging, filing, and tracking of project related correspondence (RFIs, Submittal, Memos, etc.) to assure timely responses; provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.
6. Monthly Progress Reports: Consultant shall prepare and submit a monthly progress report in accordance with CIP reporting requirements. The monthly progress report (“CM Report”) for the project shall summarize the progress and key activities for the month, estimate the overall project’s percent completion, and include an estimated cost at completion, CM staff cost at completion, and forecast schedule completion. The monthly progress report shall also address any change orders issued, significant issues encountered, risks, or Project concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next thirty (30) days for some reason beyond the Consultant’s control).
7. Project Risk Register: Consultant shall prepare and maintain a Risk Register that identifies project risks, probabilities, mitigation measures, and ownership using the Program’s risk

register template. The Risk Register shall list interfaces with other projects, possible schedule impacts and contingency plans. The Risk Register shall be updated and submitted monthly.

8. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis. The invoices shall be accompanied by the monthly progress report that describes the work completed during the invoice's billing period.

**B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager.

1. Monthly progress reports approximately one to two (1-2) pages in length provided in electronic PDF file format; and
2. Consultant's monthly invoices provided as one (1) printed document and in electronic PDF file format.

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

- On or before the following date: December 31, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Pre-Construction Phase Services

**A. Services:** Consultant shall perform activities to prepare for the construction effort subsequent to the award of the contract. These activities include but are not limited to:

1. Participate in any site walks with the Project team as necessary and requested by City to confirm locations for construction trailers, staging areas, traffic and shutdown planning or to otherwise investigate site conditions.
2. Organize and conduct pre-construction meetings for each of the two (2) project phases – 1A and 1B with the contractor and the City staff and prepare meeting agenda and meeting minutes.
3. Coordinate the review and processing of PSR, RFIs and Submittals as necessary and requested by City to begin construction.

**B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager.

1. Submittal Log in EADOC;
2. Documentation of the results of environmental surveys conducted prior to construction; and
3. Pre-Construction meeting agenda and meeting minutes including notes and follow up on action items from the meeting.

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

- On or before the following date: May 30, 2020.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 3: Construction Management Services

**A. Services:** Consultant shall provide one Construction Manager ("CM") whose role shall be to provide construction management services for the Project. Services will encompass the enforcement of all construction contract requirements. Services will include but are not limited to:

1. Environmental Monitoring. Consultant shall:

- a. Ensure Consultant, Subconsultant and Contract Personnel staff obtain environmental awareness orientation;
  - b. Provide environmental awareness orientation for City's contractor; and
  - c. Monitor field activities and coordinate with City or external agencies.
2. Communications and Correspondence. Consultant shall:
- a. Conduct progress, pre-construction, PSR, and other meetings;
  - b. Prepare contract correspondence, pay applications, briefings, monthly reports or other project correspondence; and
  - c. Communicate City's official directions and decisions to the Construction contractor as requested by the City.
3. Change Order Management. Consultant shall:
- a. Evaluate and provide recommendations regarding potential change orders to City staff;
  - b. Prepare change order documentation; and
  - c. Coordinate daily reports, submittals, RFIs and other documentation within EADOC to support or defend changes/claims.
4. Schedule Monitoring. Consultant shall:
- a. Review and comment on of baseline schedule;
  - b. Monitor, analyze, review, and comment on monthly schedule updates;
  - c. Recommend corrective action options should contractor progress fall behind; and
  - d. Review and comment on 3-week look ahead short term schedules.
5. Cost Monitoring. Consultant shall:
- a. Monitor contractor and project delivery costs compared to budgets.
6. Invoice Processing. Consultant shall:
- a. Review and recommend approval of contractor's submitted schedule of values; and
  - b. Review and recommend approval of contractor monthly invoices based on observed percentage of work activities completed and the approved schedule of values.
7. Safety Monitoring. Consultant shall:
- a. Ensure that contractor and Consultant, subconsultant and Contract Personnel workers receive orientation training;
  - b. Report any incidents to CIP Safety Manager;
  - c. Coordinate with CIP Safety Manager for input to contractor submitted PSR; and
  - d. Review safety as a standing agenda item in construction progress meetings.
8. Submittal Management and Review. Consultant shall:
- a. Develop comprehensive submittal register. Review submittal register provided by contractor for completeness;
  - b. Ensure key submittals for long lead items are reflected in the contractor's master schedule;

- c. Review incoming submittals for completeness and general compliance with the specifications;
  - d. Forward submittals to Design Engineer or others for input. Coordinate input and provide official response to contractor, with the Design Engineer coordinating responses to the CM from the City staff;
  - e. Ensure submittals are properly logged into EADOC; and
  - f. Review submittal log during construction status meetings.
9. RFI Management and Review. Consultant shall:
- a. Receive, log, and review incoming RFIs prior to submission to Design Engineer or others;
  - b. Provide written responses to contractor via EADOC; and
  - c. Review log of outstanding RFI's during construction progress meetings.
10. Document Management. Consultant shall:
- a. Organize project correspondence and documentation in EADOC; and
  - b. Process RFI, Submittals, and other correspondence within prescribed time frames established by contract specifications.

**B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager.

1. Communications and Correspondence:
  - a. Meeting agendas and minutes for, biweekly progress, and other meetings;
  - b. Letters to contractor or others as required;
  - c. Submittals, logs, PSR, EADOC documentation; and
  - d. Monthly CM Report.
2. Change Order Management:
  - a. Upon City's direction, produce and issue Requests for Quotes ("RFQs") to the Contractor for pricing, including scope description;
  - b. Upon City's direction, produce and issue field directives for emergency work on force account in the event that a final price cannot be negotiated in advance to maintain the project schedule;
  - c. Prepare Independent cost estimate and schedule analysis of proposed change orders;
  - d. Supporting documentation of Change Orders;
  - e. Change order documents suitable for approval and signature by the City; and
  - f. Change order log updated in EADOC.
3. Schedule review, analysis and monitoring:
  - a. Written comments to Contractor's Baseline schedule;
  - b. Written comments to Contractor's 3-week look ahead schedules; and
  - c. Corrective action plans.
4. Cost Monitoring:
  - a. Monthly CM Report.

5. Invoice Processing:
    - a. Certified application for payment; and
    - b. Lien releases and other applicable supporting documentation.
  6. Safety Monitoring:
    - a. Incident Reporting, as defined in the Project Specifications.
  7. Submittal Management and Review within EADOC:
    - a. Submittal Register/Log; and
    - b. Copies of all submittals with review responses.
  8. RFI Management and Review within EADOC.
    - a. Receive, review and provide written responses to contractor RFIs via EADOC.
  9. Document Management:
    - a. Log of all project documentation in EADOC; and
    - b. Hard copy files of submittal samples or other submitted documentation.
- C. Completion Time:** Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:
- On or before the following date: December 31, 2019.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.
- D. Resources:**
1. Consultant Construction Manager.
- E. Resource Qualifications:**
1. Construction Manager
    - a. BS in Construction Management, Engineering, or related field required. In absence of a Construction Management or Engineering degree, an additional ten (10) years of relevant construction management experience may be substituted.
    - b. Certified Construction Manager (“CCM”), Project Management Professional (“PMP”) and California Professional Engineer (“PE”) Preferred.
    - c. Minimum fifteen (15) years of progressive experience with construction and management techniques.
    - d. Demonstrated construction management skills which include contract administration, value management, project controls (estimating and project scheduling), and quality assurance.
    - e. Demonstrated experience managing capital improvement construction of water/wastewater projects.
    - f. Experience with implementation of safety programs and basic knowledge of the Occupational Safety and Health Administration (“OSHA”) requirements.

#### **Task No. 4: Construction Inspection Services**

- A. Services:** Consultant, Consultant’s Contract Personnel or Subconsultant shall provide one Electrical/Mechanical Inspector whose role shall be to provide the City with documentation of



construction activities, general compliance with the plans and specifications, duration of activities, manpower and equipment allocation, inspections, and work conditions. Inspectors shall utilize the document management systems used by the RWF CIP, namely EADOC, per City directions.

Consultant's services for the assigned inspection shall include but are not limited to:

1. Inspection and Documentation

- Monitor and document daily construction activities;
- Evaluate compliance with plans and specifications;
- Document areas of non-compliance;
- Coordinate field activities with O&M staff;
- Maintain photographic records of progress;
- Review and maintain 'As Built' redline plans;
- Maintain work list and final punch list for outstanding work; and
- Participate in construction progress meetings.

2. Materials and Special Testing

- Coordinate City and third party special and laboratory testing; and
- Ensure documentation is maintained in EADOC.

**B. Deliverables:** Consultant shall provide the following documents to the CM through EADOC.

1. Inspection and Documentation:

- a. Daily field activity reports with minimum five (5) photos per day, and any other necessary attachments on EADOC;
- b. Non-Compliance Notices/Reports;
- c. Progress photos;
- d. Initial and completed Punch Lists for project acceptance; and
- e. Redline As-Built drawings.

2. Materials and Special Testing:

- a. Special inspection request forms; and
- b. Documentation of test results attached to inspectors' daily inspection reports and maintained in EADOC.

**C. Completion Time:** Consultant, Consultant's Contract Personnel or Subconsultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

- On or before the following date: December 31, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**D. Resources:**

1. Consultant Electrical/Mechanical Inspector.

**E. Resource Qualifications:**

1. Electrical/Instrumentation/Control Inspector

- a. Minimum fifteen (15) years of progressive experience with construction inspection of complex electrical, instrumentation and control systems.
  - b. Demonstrated experience inspecting the quality of construction of water/wastewater projects.
  - c. Experience with implementation of safety programs and basic knowledge of OSHA requirements.
2. Mechanical Inspector
- a. Minimum fifteen (15) years of progressive experience with construction inspection of complex process mechanical systems.
  - b. Demonstrated experience inspecting the quality of construction of water/wastewater projects.
  - c. Experience with implementation of safety programs and basic knowledge of OSHA requirements.

**Task No. 5: Testing, Startup, and Commissioning (“TSC”) Services**

**A. Services:** Upon written authorization from the City, Consultant shall provide TSC services. Consultant shall perform TSC services only upon written request of City’s Contract Manager. There is no guarantee that the following services will be authorized by the City.

1. In coordination with the CM, lead TSC meetings and coordination between Contractor & Facility staff.
2. Review schedules submitted by the general contractor, commenting on the procedures, methods, and sequencing of work that may conflict with RWF operations regarding startup activities;
3. Assist the City during the start-up of the new equipment. Consultant’s operations specialist shall be available to review the general contractor’s proposed commissioning plan, assist resolve functional and process setting adjustment issues, and provide general consultation regarding equipment installation issues for the Project; and
4. Participate in a pre-final walk-through inspection with the City in preparation of a final punch list of outstanding items to be completed by the general contractor before final acceptance of the Project.

**B. Deliverables:** Consultant shall provide the following documents/services to the C M through EADOC.

1. Inspection reports, as needed and directed by City, entered in EADOC;
2. RFI responses as needed and directed by City;
3. Coordination with O&M staff for training requirements, PSRs, Factory Acceptance Testing, and review of contractor-provided schedules for Pre-Operational, Functional, and Acceptance Testing as requested; and
4. Punch list provided as one (1) electronic editable file format and one (1) electronic PDF file format within five (5) Business Days of the Acceptance Test walk-through.

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

- On or before the following date: October 31, 2020.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 6: Construction Closeout Activities**

**A. Services:** Consultant shall provide support of Project close out by providing the following services:

1. Contract Close Out;
2. As-Built Drawings;
3. Project Close Out report; and
4. Final Payment review.

**B. Deliverables:** Consultant shall provide the following documents to the CM.

1. Contract Close Out
  - a. Notice of Completion Acceptance (“NOCA”) in Word Format; and
  - b. Final project documentation as requested by the City, including but not limited to as-built, final report, daily-reports and hazardous material manifest.
2. As-Built Drawings
  - a. Inspector copy of as-built drawings.
3. Final Project Report
  - a. Summary level information on Cost, RFI’s, Submittals, Change Orders;
  - b. Chronology of significant schedule issues and milestones; and
  - c. Lessons learned.
4. Final Payment review
  - a. Confirmation of punch list completion;
  - b. Verification of final lien releases; and
  - c. Confirmation of satisfactory resolution of outstanding claims.

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

- On or before the following date: December 31, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

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

This Revised Attachment B is attached to the  First  Second  Third  Fourth amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The Revised Attachment B attached to the Third Amendment to Approved Service Order No. 2, including any exhibits thereto, is deleted in its entirety and replaced by the following:

1. **City's Contract Manager:** The City's project manager for this Approved Service Order is:

Name: Norman Mascarinas	Phone No.: (408) 635-4006
Department: Public Works	E-mail: norman.mascarinas@sanjoseca.gov
Address: 700 Los Esteros Road	City/State/Zip: San Jose, CA 95134

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.5 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>Consultant's Contract Manager</u></b>				
Name: Greg Chelini	Phone No.: 805-692-6921	01/14/2021		
Address: 201 N. Calle Cesar Chavez, Ste 300, Santa Barbara, CA 93103	E-mail: GChelini@mnsengineers.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:			
1. Chew Low (Benchmark Inspection)	Electrical Inspector	8/31/2020		
2. Todd Hitchcock (Benchmark Inspection)	Mechanical/Electrical Inspector (Alternate)	01/14/2021		
3.				

4.				
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3. **Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any subconsultants.
- The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. GHD, Inc.	Testing, Startup, and Commissioning Manager

4. **Contract Personnel:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any Contract Personnel.
- The Consultant can use the following Contract Personnel to assist in providing the required services and deliverables:

<u>Personnel/Agency Name</u>	<u>Area of Work</u>
1. Chew Low (Benchmark Inspection)	Electrical Inspector
2. Todd Hitchcock (Benchmark Inspection)	Mechanical/Electrical Inspector (Alternate)

First  Second  Third  Fourth Revised Attachment C: Compensation Table

This Revised Attachment C is an attachment to the  First  Second  Third  Fourth amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The Revised Attachment C attached to the Third Amendment to Approved Service Order No. 2, including any exhibits thereto, is deleted in its entirety and replaced by the following:

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task 1 – Project Management, QA/QC, Meetings	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$78,800.00	\$0.00	\$0.00	\$0.00	\$78,800.00
Task 2 – Pre-Construction Phase Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$5,162.40	\$0.00	\$0.00	\$0.00	\$5,162.40
Task 3 – Construction Management (CM) Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$143,515.96	\$0.00	\$0.00	\$0.00	\$143,515.96
Task 4 – Construction Inspection Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$274,141.00	\$366,666.00	\$0.00	\$26,732.50	\$667,539.50
Task 5 – Testing, Startup, and Commissioning Support	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$44,149.06	\$0.00	\$0.00	\$16,443.00	\$60,592.06
Task 6 – Construction Closeout Activities	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$14,443.00	\$36,964.00	\$0.00	\$0.00	\$51,407.00
<b>Maximum Compensation</b>		\$560,211.42	\$ 403,630.00	\$0.00	\$43,175.50	\$1,007,016.92

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

- TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to  
 Dept. (circle one)

- Insurance Certificates / Waivers  Electronically Signed: Yes  
Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 661390-022

Contractor: MNS Engineers, Inc.

Address: 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103

Phone: 805-692-6921

Email: gchelini@mnsengineers.com

Contract Description: Fourth Amendment to service order 2 - Construction Management and Inspection Services for Advanced Facility Control and Meter Replacement - Phase 1 Project

Term Start Date: 07/06/2018 Term End Date: 12/31/2021 Extension: Yes

Method of Procurement: Select one RFB, RFP or RFQ No.: \_\_\_\_\_ Date Conducted: \_\_\_\_\_

Agenda Date (if applicable): \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Ordinance No.: \_\_\_\_\_

Original Contract Amount: \$948,912.00 Amount of Increase/Decrease: \$58,104.92

Option #: \_\_\_\_\_ of \_\_\_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$1,007,016.92

Fund/Appropriation: \_\_\_\_\_

Form 700 Required (Selection mandatory for processing): Yes Revenue Agreement: Select one

Tax Certificate No.: 2380994879 Expiration Date: 09/15/2021

Department: ESD (76)

Department Contact: Norman Mascarinas x54006 Customer (Finance Only): \_\_\_\_\_

Notes:

Department Director Signature: \_\_\_\_\_ Date

Office of the City Manager Signature: \_\_\_\_\_ Date