

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

1a. CPMS Contract No.: 8125-2 1b. Master Agreement AC No.: 27747

2. First Second Third Fourth Amendment to Approved Service Order No. 5

3. Consultant's Name: MNS Engineers, Inc. ("Consultant")

Project Name: Construction Management for Nitrification Clarifier Rehabilitation - Phase 1 Project ("Project")

Amendment Description: This Third Amendment to Service Order No. 5: reallocates budget within Task 4 (Construction Inspection Services) and from Task 4 (Construction Inspection Services) Task 2 (Construction Management (CM) Services) Subconsultant Costs, and extends completion time for certain tasks.

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 Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.

b. **Tasks – Attachment A:** The original First Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.

c. **Terms and Conditions – Attachment B:** The original First Revised Second Revised Attachment B is amended to read as set forth in the attached First Second Third Revised Attachment B.

d. **Compensation Table – Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference and supersedes in its entirety any corresponding attachment to the original Approved Service Order and any amendments thereto.

6. **Consultant Approval:**  May 17, 2022
Greg Chelini, PE (May 17, 2022 22:10 PDT) Date: _____

7. Approval as to Form (City Attorney):

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

(There are no material changes to the provisions of the Approved Service Order Amendment Form.)

Approved as to Form:

(Sr.) Dept. City Attorney: _____ Date: _____

8. **City Director Approval:**  May 18, 2022
Napp Fukuda (May 18, 2022 12:57 PDT) Date: _____

DCO

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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 RWF has sixteen (16) nitrification clarifiers that were constructed during the 1970s and 1980s to support the Biological Nutrient Removal 2 ("BNR2") process, which consists of two separate treatment trains identified as Battery A and Battery B. Each train consists of eight (8) aeration basins, one (1) mixed liquor open channel, eight (8) clarifier influent valve boxes, eight (8) clarifiers, and eight (8) return activated sludge ("RAS") pipelines routed from the clarifiers to the Tertiary Blower Building RAS galley. Single 42-inch pipelines serving each clarifier connect the inlet mixed liquor open channel to the clarifier inlet flow split boxes. There is a connecting channel between the two (2) mixed liquor channels (each serving eight clarifiers) with isolating wood sluice gates. The BNR2 process initially worked in series with the Biological Nutrient Removal 1 ("BNR1") process, but was modified in 1991 to operate in parallel with BNR1. The clarifiers have been in operation for more than 30 years and many components are nearing the end of their useful life.

The Project will replace clarifier mechanisms and appurtenances (including access bridge, walkway, inlet baffles, weir plates, weir cleaning system, scum baffles, and scum collection system) for eight (8) clarifiers, modify service water system and add wash water piping and hose bibs, repair concrete clarifier walls and slabs, replace drain valves and RAS valves serving A-side and B-side clarifiers, rehabilitate clarifier basin groundwater pressure relief valves for the sixteen (16) clarifiers, rehabilitate up to eight (8) RAS pipelines, install six (6) groundwater monitoring wells, replace two (2) mixed liquor channel sluice gates, and replace electrical and instrumentation and control equipment for all sixteen (16) clarifiers. The construction is scheduled to begin in November 2019 with substantial completion by August 2022.

The objective of the Service Order No. 5 ("SO") is for Consultant to provide professional construction management services, testing, start-up, and commissioning services, and construction inspection services for the Project.

This SO consists of the following tasks:

- Task No. 1: Project Management, Quality Assurance/Quality Control and Meetings;
- Task No. 2: Construction Management ("CM") Services;
- Task No. 3: Testing, Start-up, and Commissioning ("TS&C") Services; and
- Task No. 4: Construction Inspection Services.

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

- 1) Consultant's Construction Manager and Inspectors shall be co-located at the RWF during the term of this SO.

Pursuant to Exhibit B of the Agreement, the following Consultant 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
Wayne Kavanaugh (GHD)	Construction Manager (Task No. 1)
Mark Waer (GHD)	Testing, Startup, and Commissioning Manager (Task No. 3)
Dale Horstman	Electrical Inspector (Task No. 4)
Warren Katchmar	Mechanical Inspector (Task No. 4)
Chew Low (Benchmark Inspection)	Electrical Inspector (Task 4 No.)
Todd Hitchcock (Benchmark Inspection)	Mechanical & Electrical Inspector (Task No. 4)
Ramil Dellima	Electrical Inspector (Task No. 4)

- 2) Consultant shall use the document management systems used by the RWF CIP. The systems include a Microsoft SharePoint site referred to as the CIP Portal and electronic Design and Construction Management System (“DCMS”), namely EADOC, which is a cloud-based design and construction management software. The City will provide the necessary software training to Consultant staff.

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

- A. **Services:** As part of this task, Consultant’s CM shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, demonstrate Project progress through monthly reports to the City and serve as the primary point of contact when communicating with the City. Consultant CM shall manage schedule and monthly invoicing of the construction services provided. Consultant CM shall also prepare and maintain a log to record decisions made by City throughout the Project and manage the quality assurance/quality control (“QA/QC”) review of deliverables.

Consultant shall follow the City’s templates and guidelines. The deliverables submitted by Consultant shall conform to the City’s templates and guidelines as provided in the CIP Construction Administration Plan and other CIP documents, procedures, and guidelines. The templates currently available include the following:

- Meeting Agenda,
- Meeting Minutes,
- Project Decision Log, and
- Memorandum.

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 and sub-Consultant staff.
2. **Coordination:** Consultant shall coordinate work with internal staff, sub-consultants, contractor and subcontractors, City staff, and other City consultants as appropriate, necessary, and as

requested by the City. All work performed should be coordinated with other CIP projects currently underway to avoid duplication, confusion, or conflicts.

3. **Progress Meetings:** Consultant shall organize and lead weekly 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 Contract's Manager. Consultant shall prepare agendas and meeting materials in advance of the meeting 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 to City for minimizing schedule risk to critical or near critical path activities.
5. **EADOC Software:** Consultant shall utilize EADOC; for the timely logging, filing, and tracking of project related correspondence (RFIs, Submittals, Memos, etc.) to assure timely responses and 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 at 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. **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. Weekly or as needed progress meeting agenda and meeting minutes to include action items in EADOC;
2. Monthly progress reports approximately one to two (1-2) pages in length provided in electronic PDF file format; and
3. 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 time is marked:

- On or before the following date: December 31, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Construction Management Services

A. Services: Consultant shall provide one (1) full-time Construction Manager whose role shall be to provide CM services for the Project. Services shall encompass the enforcement of all construction contract requirements. Services shall include but are not limited to:

1. Pre-Construction Services. Consultant shall perform activities to prepare for the construction effort subsequent to the award of the contract. These activities shall include:
 - a. 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;

- b. Organize and conduct a pre-construction meeting with the contractor and the City staff; and prepare meeting agenda and meeting minutes;
 - c. Coordinate the review and processing of Process Shutdown Requests (“PSRs”), Requests for Information (“RFIs”) and Submittals as necessary and requested by City to begin construction;
 - d. Oversee pre-construction submittals to City; and
 - e. Ensure pre-construction environmental surveys are conducted, and documentation are recorded in EADOC.
2. Environmental Monitoring. Consultant shall:
 - a. Ensure Consultant workers obtain environmental awareness orientation;
 - b. Provide environmental awareness orientation for City’s contractor;
 - c. Monitor field activities and coordinate with City or external agencies; and
 - d. Verify applicable permits and ensure that work complies with required restrictions as contained in the permits.
3. Communications and Correspondence. Consultant shall:
 - a. Conduct progress, pre-construction, PSRs, and other meetings;
 - b. Prepare contract correspondence, pay applications, briefings, monthly reports or any other project correspondence; and
 - c. Communicate City’s official directions and decisions to the Construction contractor.
4. Change Order Management. Consultant shall:
 - a. Evaluate, negotiate 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.
5. Schedule Monitoring. Consultant shall:
 - a. Review and comment on 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.
6. Cost Monitoring. Consultant shall:
 - a. Monitor contractor and project delivery costs compared to budgets.
7. 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.
8. Safety Monitoring. Consultant shall:
 - a. Ensure that contractor, subcontractors and Consultant workers receive orientation training;
 - b. Report any incidents to CIP Safety Manager;

- c. Coordinate with CIP Safety Manager for input to contractor submitted PSRs; and
 - d. Review safety as a standing agenda item in construction progress meetings.
9. Submittal Management and Review. Consultant shall:
- a. Develop comprehensive submittal register. Review submittal register provided by the 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. Coordinate submittal reviews with the the design engineer, O&M (Operation and Maintenance) staff, and others for input. Coordinate input and provide official response to Contractor;
 - e. Ensure submittals are properly logged into EADOC; and
 - f. Review submittal log during construction progress meetings.
10. RFI Management and Review:
- a. Receive, log, and review incoming RFIs prior to submission to design engineer or others;
 - b. Coordinate with the design engineer, O&M staff, and others to provide written responses to contractor via EADOC; and
 - c. Review log of outstanding RFI's during construction progress meetings.
11. Document Management. Consultant shall:
- a. Organize project correspondence and documentation in EADOC; and
 - b. Process RFIs, Submittals, and other correspondence within prescribed time frames established by contract specifications.
12. Risk Register. Consultant shall:
- a. Prepare and maintain a risk register that identifies project risks, probabilities, mitigation measures, and ownership using CIP'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. The Risk Register's format and report is subject to City's review and approval.
13. Construction Progress Reports. Consultant shall:
- a. Prepare and submit a monthly progress report in accordance with CIP reporting requirements. The 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, forecast schedule completion, and recommendation for overcoming project delays, cost over-runs and addressing major contractor claims. The CM 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).
14. Testing, Start-up, and Commissioning Support. Consultant shall:
- a. Support construction meetings at the RWF related to TS&C;
 - b. Review schedules submitted by the general contractor, commenting on the procedures, methods, and sequencing of work regarding TS&C activities. Coordinate

with O&M to identify any conflicts that may occur with RWF operations;

- c. Support Testing, Start-up, and Commissioning Manager in the start-up of the new equipment. Construction Manager shall be available to review the general contractor's proposed commissioning plan, assist in resolving functional and process setting adjustment issues, and provide general consultation regarding equipment installation issues for the Project; and
- d. Organize 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.

15. Construction Close-Out Activities. Consultant shall facilitate the following activities:

- a. Contract Close-Out;
- b. As-Built Drawings;
- c. Project Close-Out report; and
- d. Final Payment review.

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

1. Pre-Construction Services:

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

2. Environmental Monitoring:

- a. Sign-in sheet that Consultant workers and the City Contractors have obtained environmental awareness orientation; and
- b. Applicable permit requirements and construction compliance with permitting requirements.

3. Communications and Correspondence:

- a. Meeting agendas and minutes for weekly construction progress, and other meetings;
- b. Letters to contractor or others as requested by the City;
- c. Submittals, logs, PSRs, EADOC documentation; and
- d. Monthly CM Reports.

4. 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.
5. 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.
6. Cost Monitoring:
 - a. Monthly Construction Manager Reports.
7. Invoice Processing:
 - a. Certified application for payment; and
 - b. Lien releases and other applicable supporting documentation.
8. Safety Monitoring:
 - a. Incident Reporting, as defined in the Project Specifications.
9. Submittal Management and Review within EADOC:
 - a. Submittal Register/Log; and
 - b. Copies of all submittals with review responses.
10. RFI management and review within EADOC:
 - a. Written responses to contractor RFIs via EADOC.
11. Document Management:
 - a. Log of all project documentation in EADOC; and
 - b. Hard copy files of submittal samples or other submitted documentation.
12. Monthly Risk Register updates in CIP Portal.
13. Testing, Start-up, and Commissioning Support:
 - a. Report of coordination with O&M staff for training requirements, PSR's, Factory Acceptance Testing, Pre-Operational and Acceptance Testing as requested; and
 - b. 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.
14. 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-builts, final report, daily-reports and hazardous material manifest.
15. Contractor As-Built Drawings:
 - a. Inspector copy of As-Built Drawings.
16. Final Project Close-Out Report:
 - a. Summary level information on Cost, RFIs, Submittals, Change Orders;
 - b. Chronology of significant schedule issues and milestones; and
 - c. Lessons learned.
17. 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 time is marked:

- On or before the following date: December 31, 2023.
- On or before ____ Business Days from _____.

Task No. 3: Testing, Start-up, and Commissioning Services

A. Services: Consultant shall provide testing, start-up, and commissioning services before final acceptance of the Project. Services provided by the Consultant shall include the following:

1. Organize and lead TS&C workshops and TS&C progress meetings at the RWF;
2. Review schedules submitted by the general contractor, commenting on the TS&C activities, procedures, methods, and sequencing of work. Coordinate with O&M to identify any conflicts that may occur with RWF operations;
3. Lead TS&C activities, which will include:
 - i. Coordinate PSRs for TS&C activities;
 - ii. Oversee the development of start-up plans, testing plans, and commissioning plans and review the general contractor's and vendor's submittal and testing documentation;
 - iii. Ensure that adequate technical resources are identified and staffed to support the TS&C activities as required by the contract documents;
 - iv. Monitor pre-operational, functional, and acceptance testing;
 - v. Identify and assist in resolving issues during TS&C activities and provide general consultation regarding equipment installation and start-up issues for the Project;
 - vi. Document daily the TS&C activities and evaluate compliance with testing plans, commissioning plans, and construction contract documents;
 - vii. Document areas of non-compliance and ensure proper signoffs and quality checks have been completed for testing documentation and testing certifications.
4. Coordinate with O&M staff for training requirements and review and provide the City with comments on training plan, vendor training program, vendor O&M manuals and SOPs by the contractor, and facility operations manuals, and SOPs provided by the design engineer;
5. 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 to the City's Contract Manager through EADOC.

1. Review comments for training plan, vendor training program, vendor O&M manuals, facility operations manuals, and SOPs, entered in EADOC;
2. Schedule review comments, entered in EADOC;
3. Review comments for start-up plans, testing plans, commissioning plans, entered in EADOC;
4. Review comments for general contractor's and vendor's submittals and testing documentation, entered in EADOC;

5. Daily TS&C Activities Reports as directed by City, entered in EADOC;
6. Punch list comments, entered in EADOC 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 time is marked:

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

Task No. 4: Construction Inspection Services

A. Services: Consultant shall provide two Electrical/Instrumentation/Control Inspectors and one Mechanical Inspector, who shall together provide a combined work equivalent of 1 full-time inspector. The Electrical/Instrumentation/Control Inspectors' and Mechanical Inspector's roles 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 DCMS's used by the RWF CIP, namely EADOC, per City staff directions. Consultant services for the assigned inspection shall include but are not limited to:

1. Inspection and Documentation:
 - a. Monitor and document daily construction activities;
 - b. Evaluate compliance with plans, specifications and permits;
 - c. Document areas of non-compliance;
 - d. Coordinate field activities with O&M staff;
 - e. Maintain photographic records of progress;
 - f. Review and maintain 'As-Built' redline plans;
 - g. Maintain work list and final punch list for outstanding work; and
 - h. Participate in construction progress meetings.
2. Materials and Special Testing:
 - a. Coordinate City and third party special and laboratory testing; and
 - b. Ensure documentation is maintained in EADOC.
3. Testing, Start-up, and Commissioning Support:
 - a. Support construction meetings at the RWF related to TS&C;
 - b. Support Testing, Start-up, and Commissioning Manager in the start-up of the new equipment. Construction inspectors shall review the general contractor's proposed commissioning plan, assist in resolving functional and process setting adjustment issues, and provide general consultation regarding equipment installation issues for the Project;
 - c. Maintain documentation to support sign-off of equipment required for Testing, Startup, and Commissioning activities; and
 - d. 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.
4. Contract Close-Out:

- a. Support preparation of project documentation as requested by the City, including but not limited to as-builts, final report, daily-reports and hazardous material manifest.

B. Deliverables: Consultant shall provide the following documents to the City's Contract Manager 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 must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

- On or before the following date: December 31, 2023.
- On or before ____ Business Days from _____.

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

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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, Quality Assurance/Quality Control and Meetings	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$114,000	\$0	\$0	\$0	\$114,000
Task 2 - Construction Management (CM) Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$0	\$0	\$0.00	\$1,570,000	\$1,570,000
Task 3 - Testing, Start-up, and Commissioning Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$0	\$0	\$0	\$8,000	\$8,000
Task 4 - Construction Inspection Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$40,000	\$920,000	\$0	\$0	\$960,000
Maximum Compensation		\$154,000	\$920,000	\$0	\$1,578,000	\$2,652,000

Signature: 

Email: david.ohlson@sanjoseca.gov

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 027

Contractor: MNS Engineers, Inc.

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

Phone: (805) 692-6921

Email: gchelini@mnsengineers.com

Contract Description: Third Amendment to Service Order 5 - Construction Management for Nitrification Clarifier Rehabilitation - Phase 1

Term Start Date: 11/25/2019 Term End Date: 12/31/2023 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: \$2,652,000.00 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 2380994879

Expiration Date: 09/15/2022

Department: ESD (76)

Department Contact: Shelley Guo Customer (Finance Only): ^^^ ^^^^^^^^^^^^^^^^^

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date