

**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 Fifth Sixth Amendment to Approved Service Order No. 3
3. Consultant's Name: MNS Engineers, Inc. ("Consultant")

Project Name: Construction Management and Inspection Services for Blower Improvements Project ("Project")

Amendment Description: This Sixth Amendment to Service Order No. 3 extends the completion time for Task 1 (Project Management) and Task 3 (Construction Inspection Services) in Attachment A, and updates the onsite staffing table in Attachment B. The maximum compensation remains unchanged.

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.
- b. **Tasks – Attachment A:** The original First Revised Second Revised Third Revised Fourth Revised Fifth Revised Attachment A is amended to read as set forth in the attached First Second Third Fourth Fifth Sixth Revised Attachment A.
- c. **Terms and Conditions – Attachment B:** The original First Revised Second Third Fourth Revised Attachment B is amended to read as set forth in the attached First Second Third Fourth Fifth 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:

Greg Chelini

Date: _____

Email: gchelini@mnsengineers.com
Date: 04/03/2023 GMT

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:

Attorney
Rosalia Burgueno-Tapia
Senr Deputy City Atty III U
rosalia.tapia@sanjoseca.gov
Sr. Deputy City Attorney:

Rosalia Burguena Tapia

Email: rosalia.tapia@sanjoseca.gov
Date: 04/05/2023 GMT

Date: _____

8. City Director Approval:

Napp Fukuda

Date: _____

Email: napp.fukuda@sanjoseca.gov
Date: 04/06/2023 GMT

First Second Third Fourth Fifth Sixth

Revised Attachment A: Tasks

This Revised Attachment A is attached to the First Second Third Fourth Fifth Sixth amendment to Approved Service Order No. 3 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 work for the Project includes engine replacements with electric motors, switchgear and motor control center modifications, mechanical modifications to process piping, and miscellaneous architectural, civil, instrumentation and controls, along with structural works, for ten (10) existing blowers located throughout the San José-Santa Clara Regional Wastewater Facility (RWF) in three separate buildings: the Blower and Generator Building ("Building 40"); the Secondary Blower Building ("SBB"); and the Tertiary Blower Building ("TBB"). The Project also includes the decommissioning and demolition of four SBB blowers. Construction is scheduled to begin in January 2019 with a projected substantial completion in March 2023.

The objective of this Service Order No. 3 ("SO") is for Consultant to provide City with construction management and inspection services.

This SO consists of the following tasks:

- Task No. 1: Project Management, Quality Assurance/Quality Control and Meetings
- Task No. 2: Construction Management Services
- Task No. 3: Construction Inspection Services
- Task No. 4: Commissioning and Start Up Support

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

- 1) 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 EADOC, which is a cloud-based design and construction management software used 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. 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 Construction Manager ("CM") shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, and demonstrate Project progress through monthly reports to the City. Consultant CM shall manage schedule and invoicing of the construction. 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.

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. The templates currently available include the following:

- Meeting Agenda;
- Meeting Notes;
- Project Decision Log; and
- Memo.

Consultant shall perform the following project management activities.

1. **Daily Oversight:** Consultant shall oversee daily management of SO scope, deliverables, schedule, budget, and QA/QC including managing Consultant and sub-consultant staff.
2. **Coordination:** Consultant shall coordinate work with internal staff, sub-consultants, 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 monthly SO progress meetings to discuss overall work progress and status on near-term efforts and requirements. Frequency of meetings is subject to the City's discretion. Communication that is more frequent may occur if necessary, and as requested by the City's Contract Manager. Consultant shall prepare agendas and meeting materials in advance of the meetings and shall prepare meeting minutes following each meeting.
4. **Monthly Progress Reports:** Consultant shall prepare and submit a monthly progress report within five (5) Business Days from the last calendar day of the reporting month, unless requested otherwise by the City's Contract Manager. The monthly progress report shall be a brief written summary of the progress made on each task, estimate the overall task's percent completion, and include the status of each deliverable, an estimate of the total labor hours and the costs incurred during the reporting month. The monthly progress report shall also include any significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next 30 days for some reason beyond their control).
5. **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 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: July 31, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Construction Management Services

- A. Services:** Consultant shall provide one 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. Pre-Construction Services. Consultant shall:
 - 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 pre-construction meetings with the contractor and the City staff, and prepare meeting agenda and meeting minutes;
 - c. Coordinate the review and processing of Process Shutdown Requests (“PSR”), Requests for Information (“RFIs”) and Submittals as necessary and requested by City to begin construction;
 - d. Oversee pre-construction submittals; 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 that work complies with required restrictions as contained in permits.
 3. Communications and Correspondence. Consultant shall:
 - a. Conduct weekly or as needed progress, 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 directed by the City.
 4. 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.
 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 on critical or near critical path activities; 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 and Consultant workers receive orientation and safety 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 and other meetings.
9. 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.
10. 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 as directed by the City; 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.
 - a. 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. The Risk Register's format and report is subject to City's review and approval.
13. Construction Progress Reports.
 - a. 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, 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. Commissioning and Start-Up Support. Consultant shall:

- a. Attend construction meetings at the RWF related to commissioning and start-up ("C&SU");
- b. 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;
- c. 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
- 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.

15. Construction Closeout 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 using 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, biweekly progress, PSR coordination, and other meetings in Word format;
- b. Letters to contractor or others as required by City in PDF format;
- c. Submittals, logs, PSR, EADOC documentation; and
- d. Monthly CM Report in Excel format uploaded into CIP Portal.

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 Report.
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. Submittals with review responses.
10. RFI Management and Review within EADOC:
- a. Receive, review and provide 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. Commissioning and Start-Up Support:
- a. RFI responses as needed and directed by City;
 - b. Report of coordination with O&M staff for training requirements, PSRs, Factory Acceptance Testing, Pre-Operational and Acceptance Testing as requested; and
 - c. 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-

built, final report, daily-reports and hazardous material manifest.

15. Contractor As-Built Drawings.

16. Final Project Closeout 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: March 30 2022.
- On or before ____ Business Days from _____.

Task No. 3: Construction Inspection Services

A. Services: Consultant shall provide one Electrical/Instrumentation/Control Inspector and one Mechanical Inspector whose 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 EADOC, per City staff directions. Consultant services for the assigned inspection shall include but are not limited to:

1. Pre-Construction Services. Consultant shall:
 - a. Assist the CM with any pre-construction activities as described in Subtask 2.1.
2. Inspection and Documentation. Consultant shall:
 - a. Monitor and document daily construction activities;
 - b. Evaluate compliance with plans and specifications;
 - c. Document areas of non-compliance;
 - d. Coordinate field activities with O&M staff and other project stake holders;
 - 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. Lead and/or participate in construction progress and other project meetings.
3. Materials and Special Testing. Consultant shall:
 - a. Coordinate City and third party specialty laboratory testing; and
 - b. Ensure documentation is maintained in EADOC in a timely manner.
4. Commissioning and Start-Up Support. Consultant shall:
 - a. Attend construction meetings at the RWF related to C&SU;

- b. 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;
 - c. 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
 - 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.
5. Construction Closeout Activities. Consultant shall:
- a. Assist the CM with any construction closeout activities as described in Subtask 2.15.
- 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 using City's template, with minimum five (5) photos per day, and any other necessary attachments on EADOC;
 - b. Non-Compliance Notices/Reports;
 - c. Progress photos; and
 - d. Initial and completed Punch Lists for project acceptance.
 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.
 3. Commissioning and Start-Up Support:
 - a. Inspection reports as needed and directed by City. Each report entered in EADOC;
 - b. RFI responses as needed and directed by City;
 - c. Coordination with O&M staff for training requirements, PSRs, Factory Acceptance Testing, Pre-Operational and Acceptance Testing as requested; and
 - d. 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 time is marked:
- On or before the following date: July 31, 2023.
- On or before ____ Business Days from _____.

Task No. 4: Commissioning and Start-Up Support

- A. Services:** Consultant shall provide C&SU support before final acceptance of the Project. Services provided by the Consultant shall include the following:
1. Attend construction meetings at the RWF related to C&SU;
 2. Coordinate with O&M staff for training requirements, PSRs, Factory Acceptance Testing, Pre-Operational and Acceptance Testing as requested;

3. 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;
4. 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
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.

Consultant shall ensure that contractor has performed the following:

- a. All required submissions are approved prior to testing and startup;
- b. Control Strategies are reviewed and incorporated into the local DCU panel, and DCS information is reflected in the startup plan;
- c. Point to point drawings are submitted and approved;
- d. Work sequence and restrictions including all necessary PSRs are submitted and approved;
- e. All functional tests of equipment are performed and documented. The performance requirements must be achieved and formally accepted;
- f. Tagging of equipment is complete and all wiring is properly labeled;
- g. Loop Checks are performed;
- h. Confirm Control logic verified, programming is complete in DCS;
- i. Graphics are fully developed in the DCS;
- j. Startup and commissioning plan is submitted and approved;
- k. Operations and Maintenance manuals are submitted and approved;
- l. All Training is performed on the equipment systems; and
- m. Notice of full commissioning test procedure to all parties is submitted and approved, ensure the contractor's system integrator coordinates with all responsible parties for key systems to be on site during commissioning period.

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

1. Inspection reports as needed and directed by City. Each report entered in EADOC;
2. RFI responses as needed and directed by City; and
3. 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 time is marked:

- On or before the following date: March 30, 2022.
- On or before ____ Business Days from _____.

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

This Revised Attachment B is attached to the First Second Third Fourth Fifth Sixth amendment to Approved Service Order No. 3 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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

Name: Michael Ta	Phone No.: (408) 635-4019
Department: Public Works	E-mail: Michael.Ta@sanjoseca.gov
Address: 700 Los Esteros Road, San José	City/State/Zip: San José, 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>		
<u>Consultant's Contract Manager</u>		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Greg Chelini	Phone No.: (805) 692-6921	2/1/2023		
Address: 201 N. Calle Cesar Chavez, Ste 300, Santa Barbara, CA 93103	Email: GChelini@mnsengineers.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1. Todd Hitchcock (Benchmark Inspection Services, Inc.)	Electrical & Mechanical Inspector	THitchcock@mnsengineers.com	1/27/2023	

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.	
2.	
3.	

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. Todd Hitchcock (Benchmark Inspection Services, Inc.)	Mechanical & Electrical Inspector

5. **Consultant Staff Designation:** Pursuant to Exhibit B of the Agreement, the following staff roles are designated as Onsite Staff for the purpose of determining their applicable Multiplier under this SO. All staff roles not listed below are Offsite Staff for this SO.

SO Staff Role	Home Office
Mechanical & Electrical Inspector	San Francisco, CA