

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

1a. CPMS Contract No.: 8125-1 1b. Master Agreement AC No.: 27745

2. First Second Third Fourth Amendment to Approved Service Order No. 03

3. Consultant's Name: Kennedy / Jenks Consultants, Inc. ("Consultant")


Project Name: Construction Management and Inspection Services for Digester & Thickener Facilities Upgrade Project ("Project")

Amendment Description: This fourth amendment extends the time for Task No. 1 Project Management, Task No. 2 Construction Management, Task No. 4. Commissioning and Start-Up, and Task No. 5 Construction Schedule Management. Total 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 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:**  Date: May 31, 2022
Jon Westervelt (May 31, 2022 13:38 PDT)

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:**  Date: May 31, 2022
Napp Fukuda (May 31, 2022 13:54 PDT)

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

This Revised Attachment A is attached to the First Second Third Fourth amendment to Approved Service Order No. 03 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

General Description of Project for which Consultant will Provide Services:

The Project at the RWF includes these key construction elements: rehabilitation of four digesters to operate as a Temperature-Phased Anaerobic Digestion (“TPAD”), six Dissolved Air Flotation Thickener (“DAFT”) units to operate as co-thickening units, a new primary sludge screening facility, two new electrical buildings and associated electrical equipment, an external elevated gas piping system and gas flare system, and miscellaneous civil works. Construction for this project started in August 2016 with a projected substantial completion in January 2022.

This Service Order (“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: Construction Inspection Services
- Task No. 4: Commissioning and Start-Up (“C&SU”) Support
- Task No. 5: Construction Schedule Management

City desires to contract with Consultant to provide professional construction management and inspection services as further described below.

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

- 1) 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 designation 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
Kim Sloat	Construction Manager
Jorge Luna	Electrical Inspector
Nate Becker	Mechanical Inspector

- 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 the City’s 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. 01: Project Management, Quality Assurance/Quality Control and Meetings

- A. Services:** As part of this task, Consultant's Construction Manager ("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 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, 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 lead 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 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 for minimizing schedule risk to critical or near critical path activities.
5. EADOC Software: Consultant shall utilize the EADOC; for the timely logging, filing, and tracking of project related correspondence (Request for Information ("RFIs"), Submittals, 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 for completion. The monthly progress report shall also address any change orders issued, significant issues encountered, risks, or Project concerns such as 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 monthly invoices and submit by the 10th of the following month. 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. Biweekly 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: The 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: September 30, 2022.

On or before ___ Business Days from _____.

Task No. 02: Construction Management Services

A. Services: Consultant shall provide one (1) full-time construction manager 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 staff 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.
2. Communications and Correspondence. Consultant shall:
 - a. Conduct progress, pre-construction, Process Shutdown Requests ("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.
3. Change Order Management. Consultant shall:
 - a. Evaluate and provide recommendations regarding potential change orders to City staff;
 - b. Prepare change order documentation;
 - c. Coordinate daily reports, submittals, RFIs and other documentation within EADOC to support or defend changes/claims; and
 - d. Prepare independent cost estimates upon City request.
4. Schedule Monitoring. Consultant shall:
 - a. Review 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 3-week look ahead short-term schedules.
5. Cost Monitoring. Consultant shall:
 - a. Monitor contractor and project delivery costs compared to budgets; and
 - b. Recommend corrective action to avoid cost overruns and contractor claims.
 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 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 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. 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 progress meetings.
 9. RFIs 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 RFIs, Submittals, and other correspondence within prescribed time frames established by contract specifications.
 11. Risk Register. Consultant shall:
 - a. Prepare and maintain a risk register that identifies project risks, probabilities, mitigation measures, and ownership using 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.
 12. PSRs. Consultant shall:
 - a. Coordinate review and processing of PSRs; ensure that contractor's PSRs comply with RWF guidelines; and

b. Attend PSR and other meetings as necessary to coordinate with RWF staff.

13. 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.

14. 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. 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.

2. Communications and Correspondence:

- a. Meeting agendas and minutes for construction progress, and other meetings;
- b. Letters to contractor or others as required;
- c. Submittals, logs, PSRs, EADOC documentation; and
- d. Monthly CM Report.

3. Change Order Management:

- a. Upon City's direction, produce and issue Requests for Quotes ("RFQ") 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. Upon City's direction, Independent cost estimates 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.
4. Schedule monitoring:
- a. Baseline schedule reviews;
 - b. 3-week look ahead schedule reviews; and
 - c. Corrective action plans.
5. Cost Monitoring:
- a. Monthly CM Report.
6. Invoice Processing:
- a. Certified application for payment; and
 - b. Lien releases and other applicable supporting documentation.
7. Safety Monitoring:
- a. Incident Reporting, as defined in the Project Specifications.
8. Submittal Management and Review within EADOC:
- a. Submittal Register/Log; and
 - b. Copies of all submittals with review responses.
9. RFI management and review within EADOC:
- a. Written responses to contractor RFIs via EADOC.
10. Document Management:
- a. Log of all project documentation in EADOC; and
 - b. Hard copy files of submittal samples or other submitted documentation.
11. Monthly Risk Register updates in CIP Portal.
12. PSRs logged in EADOCs.
13. Commissioning and Start-Up Support:
- a. RFI responses as needed and directed by City;
 - b. Coordination with Operation and Maintenance ("O&M") staff for training requirements, PSR's, 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;
- b. Final project documentation;
- c. Contractor As-Built Drawings;
- d. Inspector copy of As-Built drawings;
- e. Summary level information on Cost, RFI's, Submittals, Change Orders;
- f. Chronology of significant schedule issues and milestones;
- g. Lessons learned;
- h. Confirmation of punch list completion;
- i. Verification of final lien releases; and
- j. Confirmation of satisfactory resolution of outstanding claims.

C. Completion Time: The 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: September 30, 2022.
- On or before ___ Business Days from _____.

Task No. 03: Construction Inspection Services

A. Services: Consultant shall provide one (1) full-time Electrical/Instrumentation/Control Inspector and one (1) full-time 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, labor and equipment allocation, inspections, and work conditions. Inspectors shall utilize the 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 and correct where possible;
- 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. Commissioning and Start Up Support:

- a. Assist the CM with any commissioning and start up support activities as described in Task 2.13 and Task 4 A.

4. Construction Closeout Activities:

- a. Assist the CM with any commissioning and start up support activities as described in Task 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 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.

3. Commissioning and Start Up Support:

- a. Assist the CM with any commissioning and start up support activities as described in Task 2.13 and Task 4 A.

4. Construction Closeout Activities:

- a. Assist the CM with any commissioning and start up support activities as described in Task 2.15

C. Completion Time: The 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: June 30, 2022.
- On or before ___ Business Days from _____.

Task No. 04: Commissioning and Start-Up ("C&SU") Support

A. Services: Consultant shall provide support during start-up 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. Review schedules and submittals from by the general contractor, commenting on the procedures, methods, and sequence work to minimize conflicts with RWF operations regarding start-up 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, 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 to the City's Contract Manager through EADOC.

1. Inspection reports as needed and directed by City. Each report entered in EADOC;
2. Submittal and RFI responses as needed and directed by City;
3. O&M staff training schedules and logs in EADOCs, PSRs, Factory Acceptance Tests, Pre-Operational and Acceptance Tests 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: The 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: September 30, 2022.
- On or before ___ Business Days from _____.

Task No. 05: Construction Schedule Management

A. Services: Consultant shall provide the following services, and document reports, reviews, and responses in EADOC:

1. Review the contractor's monthly schedule for logic, comparing to the baseline and last monthly construction schedule update;
2. Notify the contractor of changes and document responses for the record;
3. Keep the City apprised of the construction schedule, changes; and potential delay claims by the contractor or City; and

4. Provide recommendations to the contractor for each update, and document responses.

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

1. Monthly schedule status reports.

C. Completion Time: The 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: September 30, 2022.

On or before ___ Business Days from _____.

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: Select one
 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 # 661391-017

Contractor: Kennedy Jenks Consultants, Inc.

Address: 2350 Mission College Blvd, Suite 525, Santa Clara CA 95054

Phone: 480-399-5483

Email: johnwestervelt@kennedyjenks.com

Contract Description: Fourth Amendment to Service Order 03 - Construction Management and Inspection Services for Digester and Thickener Facilities Upgrade Project

Term Start Date: 01/01/2020 Term End Date: 09/30/2022 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: \$3,467,560.00 Amount of Increase/Decrease: _____

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

Fund/Appropriation: _____

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

Tax Certificate No.: 2234141210 Expiration Date: 03/15/2023

Department: ESD (76)

Department Contact: Virginia Farley 408.635.4099 Customer (Finance Only): _____

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date