

## Master City of San José Consultant Agreement Approved Service Order Form – RWF Capital Projects Cover Page

- 1a.** CPMS Contract No.: 7760 **1b.** Master Agreement AC Contract No.: 28011
- 2.** Approved Service Order No. 4
- 3.** Consultant's Name: Kennedy/Jenks Consultants, Inc. ("Consultant")

- 4.** Project Name: Facility-Wide Water Systems Improvements Project – Detailed Design and Bidding Services ("Project")
- 5.** Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF")
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

**7. Budget/Fiscal:**

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	3,270,031.96
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	2,138,900.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	1,131,131.96

d. **Appropriation Certification:** 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: <u>512</u>	Appn: <u>7679</u>	RC: <u>181243</u>	Amount: <u>\$2,053,600.00</u>
Fund: <u>512</u>	Appn: <u>7679</u>	RC: <u>181244</u>	Amount: <u>\$85,300.00</u>

**Authorized Signature:** *Harpal Singh* Date: Oct 25, 2021  
Harpal Singh (Oct 25, 2021 13:24 PDT)

**8. Division Analyst Approval:** *Mary Crippen* Date: Oct 25, 2021

**9. Consultant Approval:** *Kerwin Allen* Date: Oct 21, 2021  
Kerwin Allen (Oct 21, 2021 11:22 PDT)

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

Service Order Form Approved by the Office of the City Attorney  
 (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: *EA* Date: Oct 26, 2021  
(Sr.) Deputy City Attorney

**11. City Director Approval:** *Napp Fukuda* Date: Oct 27, 2021  
Napp Fukuda (Oct 27, 2021 20:00 PDT)

## Attachment A: Tasks

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

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### General Description of Project for which Consultant Will Provide Services:

The Project will rehabilitate and upgrade the existing water systems at the RWF. The four (4) separate water systems are:

- 1W – Potable Water
- 2W – Ground Water
- 3W – Process Water
- 4W – Fire Protection Water

The 1W, 2W and 3W Water Systems provide water to support the continuous operations of the RWF. The 4W System supplies water to fire hydrants and fire sprinkler systems. The water systems were constructed over time with various facility expansions and need rehabilitation and upgrades. The Project will achieve the following goals:

- Extend the useful life of the systems;
- Enhance worker safety;
- Improve water system performance and operational reliability for current and future water demands; and
- Bring the systems into compliance with code requirements.

The objective of this Service Order ("SO") is to prepare construction bid documents for the Project and support the City during the bid and award period. This SO consists of the following tasks:

- Task No. 1: Project Management
  - Task No. 2: Detailed Design Services
  - Task No. 3: Bid and Award Period Services
  - Task No. 4: Additional Services (Optional)
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### Task No. 1: Project Management

- A. Services:** Consultant's Project Manager ("PM") shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, and serve as the primary point of contact when communicating with the City. Consultant's PM shall manage the budget, schedule and invoicing. Consultant's PM shall also prepare and maintain a log to record decisions made by City throughout the Project and manage the quality of deliverables.

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.

Consultant shall follow the City's templates and guidelines. The deliverables submitted by Consultant shall conform to the City's templates and guidelines. The City will provide access to these templates and guidelines no later than ten (10) Business Days following the Kickoff Meeting. The templates and guidelines currently available include the following:

- CIP Cost Estimating Manual.
- Design Guidelines.
- Division 0 and Division 1 Specifications.
- Meeting Agenda.
- Meeting Minutes.
- Project Decision Log (“PDL”).
- Project Quality Plan.
- Quality Management Certification.
- Quality Review Form.
- Risk Matrix and Assessment.
- SOP Design Guidance.
- Technical Memorandum.
- Technical Report.

Consultant shall perform the following project management activities.

1. Daily Oversight: Consultant shall oversee the daily management of scope, deliverables, schedule and budget.
2. Coordination: Consultant shall coordinate work with internal staff, subconsultants, City staff, and other City consultants as appropriate and necessary. All work performed and all work products should be coordinated with other CIP projects currently underway to avoid duplication, confusion, and conflicts.
3. Teleconferences: Consultant shall participate in monthly status teleconferences with the City to discuss overall work progress and the status of near-term efforts and requirements. Communication that is more frequent may occur if necessary, and as requested by the City’s Contract Manager.
4. Project Work Plan: Consultant shall prepare and submit a Project Work Plan (“PWP”) detailing tasks to be performed, schedule, deliverables (including their requirements and resources needed), and risk management plan. The PWP does not need to be updated monthly.
5. Project Schedule: Consultant shall prepare and maintain a Project schedule utilizing the Critical Path Method technique and electronic scheduling software (e.g., Primavera or Microsoft Project). The schedule shall adopt a work breakdown structure that reflects the Project scope and that is based on City Business Days for activity durations (i.e., start and finish dates) and link activities with the appropriate logic (i.e., predecessors and successors). The schedule shall include required constraints, sequences, milestones, and a baseline to track actual progress to date and anticipated future performance. No changes shall be made to the baseline without approval from the City’s Contract Manager. As appropriate, Consultant shall summarize significant changes in the updated schedule from the previous submitted schedule and propose corrective actions to mitigate negative variances (i.e., delays) to the baseline as soon as they are identified. Consultant shall update the schedule monthly and submit the updated schedule with the summary of significant changes and proposed corrective actions along with Monthly Progress Reports.
6. Health and Safety Plan: Consultant shall prepare and submit a Health and Safety Plan (“HASP”) for the portion of Consultant’s work that will involve field work, assessments, or investigations of certain Project elements. The HASP shall describe Consultant’s confined space entry program and how Consultant plans to complete field work, assessments, and/or investigations at the RWF. Consultant’s HASP must comply with the CIP HASP and shall be

updated as new conditions are encountered.

7. Quality Management: Consultant shall develop and implement a Project-specific Quality Management Plan ("QMP") to support the execution of the work required by this SO. The QMP shall describe Consultant's overall quality management process, identify the quality reviewers and the review levels associated with each Project milestone and deliverable.
  - a. The quality management efforts that shall be addressed by Consultant in the QMP include:
    - o Coordinating work products, milestones, and staff assigned for review activities.
    - o Conducting milestone technical and readability reviews for deliverables.
    - o Documenting comments and work product modifications in the PDL.
    - o Completing and submitting Quality Review Forms and Quality Management Certifications for draft and final deliverables.
  - b. Consultant's quality reviewers and their respective qualifications shall be identified in the QMP. Quality reviewers shall be independent (i.e., not part of Consultant's core team for the Project) and shall be qualified to provide technical reviews. Each deliverable shall be reviewed by quality reviewers for technical correctness and completeness and proofread by a technical writer for readability prior to the submittal of the deliverable to the City. Consultant shall submit a Quality Management Certification signed by the quality reviewers confirming the quality review process was completed for each draft and final deliverable. The City may request Consultant to submit additional evidence that Consultant is following the procedures in the QMP.
  - c. Comments from the City's review of the Consultant's draft and final deliverables will be recorded on a Quality Review Form. Consultant shall review the City's comments, confirm with the City how Consultant shall address the comments in the next iteration of the deliverable or a subsequent deliverable, and then submit a Quality Review Form with responses to the City's comments.
8. Kickoff Meeting: Consultant shall organize and facilitate a Kickoff Meeting with City staff. Consultant's PM and the appropriate Project team members shall attend the Kickoff Meeting. Topics to be discussed at the meeting shall include the following:
  - a. Introduction of key Consultant and City Project team members.
  - b. Presentation of Consultant's QMP.
  - c. Review of Consultant's understanding of the Project need and objectives.
  - d. Summary of Project scope, work plan, schedule, and deliverables.
  - e. Recap of previously completed analyses, studies, and reports associated with the Project.
  - f. Discussion of other CIP or maintenance projects underway and planned that may be dependent on and/or have implications for the Project.
  - g. Additional information Consultant has deemed relevant to or necessary for Project and for which City may address by transmitting an existing document.
  - h. Confirmation of next steps.

Consultant shall prepare an agenda and meeting materials in advance of the Kickoff Meeting and shall prepare meeting minutes following the Kickoff Meeting.
9. Progress Meetings: Consultant shall organize and facilitate monthly meetings to discuss the Project's progress and any other issues as needed. Monthly meetings shall be held unless otherwise determined by the City. Topics discussed at the monthly meetings shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the monthly meetings and shall prepare meeting minutes following

each monthly meeting.

10. **Risk Register:** Consultant shall prepare and maintain a Risk Register that identifies project risks, probabilities, mitigation measures, and ownership using the Program's Risk Matrix and Assessment template. The Risk Register shall list interfaces with other projects, possible schedule impacts, and contingency plans. The Risk Register shall be updated on a monthly basis and submitted with Monthly Progress Reports.
11. **Project Decision Log:** Consultant shall prepare and maintain a PDL that documents the City's comments and decisions made related to the Project and Consultant's work. As applicable, the PDL shall reference other documents such as meeting minutes, technical memoranda, and reports for all decisions made. The PDL shall be updated every on a monthly basis and submitted with Monthly Progress Reports.
12. **Monthly Progress Reports:** Consultant shall prepare and submit a Monthly Progress Report by the tenth of each 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. 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).
13. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month, unless requested otherwise by the City's Contract Manager. 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. PWP:
  - a. A draft PWP shall be provided in an electronic editable file format within ten (10) Business Days from issuance of Notice to Proceed ("NTP"). Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
  - b. The final PWP addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
2. Schedule:
  - a. The initial schedule shall be provided in an electronic editable file format and PDF no later than the Kickoff Meeting.
  - b. Updated schedules, including summaries of significant changes and proposed corrective actions, shall be provided as an electronic editable file and as a PDF file submitted along with Monthly Progress Reports.
3. HASP:
  - a. A draft HASP shall be provided in an electronic editable file format at least twenty (20) Business Days prior to first scheduled field work, assessment, or investigation. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
  - b. The final HASP addressing City comments shall be provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.
  - c. Updated plans shall be provided, as new conditions are encountered and/or as requested by the City.
4. QMP:

- a. A draft QMP shall be provided in an electronic editable file format when the draft PWP is provided to City. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments. The draft QMP can be included in the draft PWP.
- b. The final QMP addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments. The final QMP can be included in the final PWP.
5. A completed Quality Management Certification shall be submitted along with each draft and final deliverable.
6. A Quality Review Form with Consultant's responses to the City's comments shall be submitted within five (5) Business Days after receipt of City comments on the draft deliverable.
7. Kickoff and monthly meeting agendas and materials (e.g., handouts and presentation):
  - a. The draft agenda and materials shall be provided in an electronic editable file format five (5) Business Days in advance of the meeting date. Consultant shall allow City three (3) Business Days to review, compile, and provide comments.
  - b. The final agenda and materials addressing City comments shall be provided as electronic editable files and as PDF files no later than two (2) Business Days before the meeting. Consultant shall also provide sufficient printed copies of the final agenda and any handouts for meeting attendees.
8. Kickoff and monthly meeting minutes:
  - a. Draft minutes shall be provided in an electronic editable file format within five (5) Business Days after the meeting. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
  - b. Final minutes addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
9. Risk Register:
  - a. The initial Risk Register shall be provided within thirty (30) Business Days of the NTP in an electronic editable file format.
  - b. An updated risk register shall be provided monthly as an electronic editable file and as a PDF file with each Monthly Progress Report.
10. PDL:
  - a. The initial PDF shall be provided within thirty (30) Business Days of the NTP in an electronic editable file format.
  - b. An updated PDL shall be provided monthly shall be provided as an electronic editable file and as a PDF file with each Monthly Progress Report.
11. Monthly Progress Reports shall be provided as a PDF file.
12. Monthly invoices shall be provided as a PDF file with each Monthly Progress Report.

**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, 2023.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## Task No. 2: Detailed Design Services

- A. Services:** Based upon the Preliminary Design Report, Consultant shall prepare detailed drawings and specifications suitable for public bidding and construction by general contractors.

Consultant shall prepare detailed design review packages at 60%, 90% and 100% (final) design completions. Consultant shall submit specifications and half-sized (11-inch x 17-inch) drawings for the City's review at these milestones. Design review packages shall include progressively more detailed design drawings and specifications from 60% to 100% (final) completion. Consultant shall coordinate the 60% design documents with the appropriate disciplines. At this point, nearly all major design decisions should have been documented clearly by Consultant and agreed by the City, and nearly all outstanding issues from the Preliminary Design Report must be resolved, except those described below:

1. Studies or Small Workshops

Consultant shall perform the following five (5) design tasks to inform the detailed design:

- A). Feasibility and alternative analysis of conveying chlorinated water from chlorine contact basins to FIPS (Small Workshop and Technical Memo)
  - (i) Perform hydraulic evaluation and produce two (2) alternatives for pipeline routing from Filter chlorine contact basins to FIPS;
  - (ii) Evaluate structural and mechanical modifications of the existing wet well, if needed;
  - (iii) Incorporate selected alternative into detailed design
- B). 1W/4W Pump Station building layout to be confirmed and sized (Small Workshop)
- C). Pipe and Valve Replacement Plan Prioritization (Technical Memo)
  - (i) Evaluate pipe and valve replacement plan for cost, hydraulic impact from a cost/benefit perspective and provide technical memo.
- D). Secondary Blower Building (SBB) Structural Analysis (Technical Memo)
  - (i) Perform a building structure analysis of SBB to ascertain whether the building support structure can support a portion of the 3W (HP) pipeline from the building exterior.
- E). Hazard and Operability Workshop (HAZOP Workshop Minutes and Checklist)
  - (i) Consultant will facilitate a one-day HAZOP workshop to examine the design in a systematic and structured manner to identify significant hazards (health, safety or environmental), or major operability problems. Consultant will prepare meeting minutes from the workshop detailing findings, recommendations and decisions made by the participants, and develop a HAZOP checklist to be incorporated into detailed design.

2. Design

The 90% design documents shall be functionally complete such that they are ready for final review and will only need minor adjustments prior to bidding.

Consultant shall perform an internal quality review and constructability review at the 60% and 90% levels of completion with all comments made by the quality reviewers addressed and appropriately incorporated into the documents prior to submittal to City for review. The purpose of the constructability review shall be to determine whether the Project can be constructed with readily available equipment and techniques. Suggestions for design revisions will be made for features for which simpler but equally functional, durable and cost-effective alternatives exist.

Consultant shall incorporate City's comments on the 60% and 90% design completions into the 90% and 100% designs, respectively. Consultant shall also respond to the list of comments and questions received from the City prior to the issuance of the subsequent design review package.

Consultant shall prepare a Class 2 OPCC, accompanying Basis of Cost Estimate Report, and updated detailed annual estimates of operating and maintenance costs at the 60%, 90%, and 100% levels of completion. The construction cost estimates shall be based on available quantity take-offs, manufacturers' quotes, experience at other wastewater treatment facilities incorporating similar Project elements and shall be escalated to the mid-point of construction. The OPCCs shall be prepared to a level of accuracy consistent with the standards of the AACE International, formerly known as the American Association of Cost Engineering and the Association for the Advancement of Cost Engineering, and the Program's cost estimating guidelines. If the Class 2 OPCC exceeds the Class 3 OPCC, Consultant shall include a summary explaining the cause(s) for such increase.

Consultant shall prepare a process control strategy as defined in "City of San José Program Automation Requirements AG-RWF-008", Section 7.1 to cover the entire operation of the Project's systems. A section providing a table of instrument ranges, set points, process minimum and maximums, signal scaling and alarm limits shall be included.

Consultant shall develop construction drawings using Consultant's and/or City's computer-aided design ("CAD") standards as determined by the City, and shall include applicable drawings including, without limitation: general, civil, structural, mechanical, electrical, and instrumentation drawings. Consultant shall develop specifications using the City's Division 0 and Division 1 templates and Construction Specifiers Institute ("CSI") Masterformat 2004. Consultant shall provide technical specifications for the Project elements for which City does not maintain its own version. If Consultant utilizes Masterformat 2010, the specifications utilized shall be formatted to the extent practicable to conform into a unified document.

Consultant shall prepare and submit an updated schedule for construction and commissioning of the Project to the City at the 60% level of completion. Consultant shall base the schedule on an analysis of key sequencing constraints by a construction management specialist, utilizing information about on-going and planned construction activities at the RWF provided by the City. The schedule shall serve as the basis for determining the appropriate construction duration. Consultant shall produce and submit a final construction and commissioning schedule at the 90% level of completion.

Consultant shall develop a series of SOPs (revised and new) to be incorporated into the Operations Manual. A draft of the proposed SOPs shall be submitted with the 90% Review Package and shall be updated and submitted with the 100% Review Package. The SOPs shall be finalized by the designer and incorporated into the Operations Manual. The SOPs shall be prepared in conformance with the "Design Guideline – Standard Operating Procedures" which describes content and format of the procedures.

Consultant shall develop a series of commissioning (also referred to as "acceptance") tests to be incorporated into the general contractor's functional (also referred to as "start-up") testing and acceptance testing plan. These tests shall be performed by the Project's general contractor to demonstrate that the installed equipment and systems meet the specified performance requirements and that all electrical and control systems operate as designed. A draft of the proposed commissioning tests shall be submitted with the 60% design review package in Specification Section 01 91 14. The final commissioning tests shall be submitted with the 90% design review package in Specification Section 01 91 14.

Consultant shall develop a training program for RWF operations and maintenance ("O&M") staff. The training program shall include an overview of: (a) the Project's process and system operations; (b) the Project's elements, design intent and operational set points; and (c) shall be complementary to the equipment training program to be developed and implemented by the general contractor. A draft of the proposed training program shall be submitted with the 60% design review package. The final training program shall be submitted with the 90% design review package. Inclusion of the draft and final training program documents will be included in Specification Section 01 91 14.

Consultant shall organize and facilitate two (2) workshops with City to present the 60% and 90% review packages. During each workshop, Consultant shall present key elements of the design;



operational requirements/changes to current RWF practices; an overview of the control narrative, DCS and programmable logic controller (“PLC”) architecture, and P&IDs; maintenance requirements; construction sequencing; and anticipated construction impacts on RWF operations. Consultant shall prepare an agenda in advance of each workshop and a summary following each workshop. The summaries shall include action items for the ensuing phase of design development.

All supporting documents related to design of the Project—including, but not limited to engineering calculations, equipment or catalog cut sheets, and back up for engineer’s cost estimates—shall be submitted by Consultant to the City as a bound document and cataloged per the appropriate engineering discipline with each review package.

The final design submittal shall be sealed and signed by the responsible California Professional Engineer (“PE”) or architect and shall be comprised of complete biddable construction documents.

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

1. Studies or Small Workshops
  - a. Feasibility and alternative analysis of conveying chlorinated water from chlorine contact basins to FIPS (Small Workshop and Technical Memo)
    - i. Workshop agenda and materials provided in PDF format no later than two (2) Business Days before the Workshop.
    - ii. Draft summary provided in an electronic editable file format within five (5) Business Days after the Workshop. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments
    - iii. Draft technical memorandum provided as one (1) electronic editable file, and one (1) PDF file five (5) Business Days prior to the Workshop. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
    - iv. Final signed and sealed technical memorandum addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within fifteen (15) Business Days after submittal of City comments.
  - b. 1W/4W Pump Station building layout to be confirmed and sized
    - i. Draft summary provided in an electronic editable file format within five (5) Business Days after the workshop. Consultant shall allow City a minimum of ten (10) Business Days to review, compile and provide comments.
    - ii. Final summary addressing City comments provided as an electronic editable file and as a PDF file within five (5) Business Days after receipt of City comments.
  - c. Pipe and Valve Replacement Plan Prioritization
    - i. Draft technical memorandum provided as one (1) electronic editable file, and one (1) PDF file five (5) Business Days prior to the Workshop. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
    - ii. Final signed and sealed technical memorandum addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within fifteen (15) Business Days after submittal of City comments.
  - d. SBB Building Structural Analysis
    - i. Draft technical memorandum provided as one (1) electronic editable file, and one (1) PDF file five (5) Business Days prior to the Workshop. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide

- comments.
- ii. Final signed and sealed technical memorandum addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within fifteen (15) Business Days after submittal of City comments.
- e. Hazard and Operability Workshop
- i. Workshop agenda and materials provided in PDF format no later than two (2) Business Days before the Workshop.
  - ii. Draft summary provided in an electronic editable file format within five (5) Business Days after the Workshop. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
  - iii. HAZOP checklist.
2. 60% Review Package provided as eight (8) printed bound half-sized copies, one (1) electronic editable file (e.g., CAD and/or Microsoft Office format), and one (1) PDF. Consultant shall allow City a minimum of twenty (20) Business Days to review, compile, and provide comments. The 60% review package shall consist of the following:
- a. Specifications.
  - b. Half-sized drawings.
  - c. Updated construction and commissioning schedule.
  - d. Class 2 OPCC and Basis of Cost Estimate Report.
  - e. Updated estimate of annual operating and maintenance costs.
  - f. Process control strategy.
  - g. Commissioning tests.
  - h. Training program for RWF O&M staff.
3. 60% Review Workshop agenda and materials provided in PDF format no later than two (2) Business Days before the workshop. Consultant shall also provide sufficient printed copies of the agenda and any handouts for attendees.
4. 60% Review Workshop Summary:
- a. Draft summary provided in an electronic editable file format within five (5) Business Days after the workshop. Consultant shall allow City a minimum of five (5) Business Days to review, compile and provide comments.
  - b. Final summary addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
5. 90% Review Package provided as eight (8) printed bound half-sized copies, one (1) electronic editable file (e.g., CAD and/or Microsoft Office format), and one (1) PDF file. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments. The 90% review package shall consist of the following:
- a. Specifications.
  - b. Half-sized drawings.
  - c. Class 2 OPCC and Basis of Cost Estimate Report.
  - d. Updated construction and commissioning schedule.
  - e. Updated estimate of annual operating and maintenance costs.
  - f. Process control narratives.

- g. Draft Standard Operating Procedures/HAZOPS Control Narrative.
  - h. Commissioning tests.
  - i. Training program for RWF O&M staff.
6. 90% Review Workshop agenda and material provided in PDF format no later than two (2) Business Days before the workshop. Consultant shall also provide sufficient printed copies of the agenda and any handouts for attendees.
7. 90% Review Workshop Summary:
- a. Draft summary provided in an electronic editable file format within five (5) Business Days after the workshop. Consultant shall allow City a minimum of five (5) Business Days to review, compile and provide comments.
  - b. Final summary addressing City comments provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
8. 100% (Final) Package provided as eight (8) printed bound copies, one (1) electronic editable file (e.g., CAD and/or Microsoft Office format), and one (1) PDF file. The 100% package shall consist of the following:
- a. Specifications.
  - b. Drawings stamped and signed by a registered PE in California. At least one (1) copy shall be full-sized (22-inch x 34-inch) and all others shall be half-sized copies.
  - c. Class 2 OPCC and Basis of Cost Estimate Report.
  - d. Updated construction and commissioning schedule.
  - e. Updated estimate of annual operating and maintenance costs.
  - f. Process control narratives.
  - g. Upgraded Standard Operating Procedures.
  - h. Commissioning tests.
9. Training program for RWF O&M staff.

**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, 2023.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 3: Bid and Award Period Services

- A. Services:** Consultant shall provide the following engineering services between the advertisement of a request for bids and award of a construction contract. The City will schedule and conduct the Project's pre-bid meeting, bid opening and bid review. Advertisement, printing, and distribution of construction documents and addenda will also be conducted by the City.
- 1. Pre-Bid Meeting: Consultant shall attend a pre-bid meeting and prepare minutes for the meeting.
  - 2. Responses/Addenda: Consultant shall assist the City in answering questions from prospective bidders. Consultant shall prepare addenda to provide answers, supplementary details, clarifications, and/or revise the drawings and specifications as needed and directed by City.

3. **Bid Reviews:** After the advertisement period ends, Consultant shall review the bids submitted by prospective contractors and assist the City with the award recommendation, as necessary and directed by the City.
4. **Conformed Bid Documents:** Consultant shall prepare a conformed set of the bid documents consisting of the updated/revised drawings and specifications to include all addenda as described in the City's design guidelines.

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

1. Pre-Bid Meeting Minutes:
  - a. Draft minutes shall be provided in an electronic editable file format within five (5) Business Days after the meeting. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
  - b. Final minutes addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
2. Responses to technical questions during the bid period provided as one (1) electronic editable file and one (1) PDF file, as needed and directed by City.
3. Addenda that address questions during the bid period provided as one (1) electronic editable file and one (1) PDF file, as needed and directed by City.
4. Conformed set of documents provided as two (2) printed bound sets of full-sized (22-inch x 34-inch) drawings, ten (10) printed bound sets of half-sized (11-inch x 17-inch) drawings, ten (10) printed bound sets of specifications, and PDF files in three (3) DVDs each containing searchable PDF files of all drawings and specifications. The electronic drawings and specifications shall be organized in folders for each discipline and division, respectively. Each discipline folder shall include PDF files of each drawing sheet. Each division folder shall include PDF files of each specification section. Consultant shall also provide PDF files that consolidate the drawings and specifications. The conformed documents shall be provided within ten (10) Business Days after the City's award of the Project's construction contract.

**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, 2023.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4: Additional Services (Optional)**

**A. Services:** Upon written authorization from the City, Consultant shall provide one or more of the following additional engineering services. Consultant shall perform additional services only upon written request of City's Project Manager. There is no guarantee that the City will authorize the following services.

1. **Site Survey:** Consultant shall provide professional land surveyor services including the preparation of a detailed topographical survey of the Project area. The survey results will be used to prepare site map drawings, using vertical datum and horizontal control coordinate systems that correspond to the most recent coordinate systems approved by the City, to support the description of the Project in contract drawings.
2. **Laser Scanning Survey:** Consultant shall provide three-dimensional ("3D") laser scanning surveying services to document the interior equipment and piping locations in existing buildings or tunnels galleries. The laser scanning survey shall be processed and adjusted onto the

RWF's mapping coordinate system and vertical datum. The point cloud data that is developed shall be used to model the interior spaces, major piping, and relevant appurtenances.

After establishing a survey control network in the work areas using other monuments at the RWF, Consultant shall collect a series of images and 3D laser scans in the existing buildings or tunnels galleries. Upon completion of the fieldwork, Consultant shall register the scan setups into a comprehensive point cloud data set based on the RWF's coordinate system and vertical datum. The final registered point cloud shall be used to prepare the Project site map.

After completion of the point cloud registration, Consultant shall prepare Leica TruView files for all of the surveyed areas. The TruView files shall be usable by anyone with a computer to view the Project site from the perspective the scanner, giving the end-user the ability to take measurements and make markups without the need to be at the site.

Prior to 3D mapping the point cloud data using Leica Cyclone and AutoCAD Civil 3D, Consultant's designers shall review the point data and TruView files. The intent of the meeting should be to clarify the site mapping areas and content to be included in the 3D map. The resulting 3D map shall include piping approximately 6 inches in diameter or larger, site structures including ceilings, floors, wall, and other major structural details as may be applicable to the design. Not all conduits, hangers, wiring, and miscellaneous items may be mapped. Unmapped information shall be available for future mapping, if desired by City, and shall be accessible using TruView files.

3. **Building Permit Assistance:** Except for permits specifically required to be obtained by the general contractor, Consultant shall identify the regulatory permits required, prepare the documentation needed for the permitting process, and coordinate with the permitting agencies involved. Consultant shall identify the necessary permits during the Project's preliminary design stage and continue with the appropriate permitting processes until they are completed. The following types of permits are anticipated: building (as described in the Program's design guidelines), fire protection, air quality, stormwater management, and geotechnical investigation boreholes. The City will pay all permit application fees.
4. **Environmental Permitting Assistance:** Consultant shall assist with preparation of supporting documentation required for the environmental review and approval process required by the California Environmental Quality Act ("CEQA") required to authorize the Project's construction.  
  
The agencies Consultant may need to coordinate with include the U.S. Army Corps of Engineers, Environmental Protection Agency, California Department of Fish and Game, Regional Water Quality Control Board, Bay Area Air Quality Management District, and Santa Clara Valley Habitat Agency. The City will pay all permit application fees.
5. **Additional Meetings:** Consultant shall attend meetings with City executive staff, staff from the RWF's tributary agencies, the Treatment Plant Advisory Committee ("TPAC"), Transportation and Environment ("T&E") Committee, San José City Council, and/or others as determined by the City. Consultant shall prepare agendas and meeting materials in advance of each meeting, and meeting minutes following each meeting.
6. **Design of Pipe Support Attachment to SBB:** If it can be ascertained that the existing SBB can withstand the additional load imposed by supporting the 12-inch 3W (HP) pipeline, design of the alignment supports, connections shall be designed within this task.

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

1. Site Survey (1) Draft AutoCAD and PDF version of survey for review and comment by the City.  
(1) Final version of AutoCAD and PDF version of survey.
2. LiDAR Scan of Tunnel turnouts: (1) AutoCAD image of each tunnel gallery or FIPS basement or other area as needed.

3. **Additional Meetings:** Each additional meeting will be accompanied by a draft agenda in editable format and meeting minutes after each meeting is held. Agendas shall be provided within 72 hours of each meeting and the meeting minutes shall be provided no later than five (5) days after the meeting. Meeting minutes shall be uploaded to the SJ Portal after approval by the City.
4. **Building Permit Assistance:** Permit assistance shall include drawings, sketches or exhibits as needed, or meeting attendance with the City staff to support permitting efforts with permitting agency. Sketches or Exhibits in PDF shall be provided in draft form for review and comment prior to issuance to the City for use in permitting process.
5. **Environmental Permitting Assistance:** Environmental permitting assistance shall include sketches or exhibits as needed, or meeting attendance. Sketches or Exhibits in PDF shall be provided in draft form for review and comment prior to issuance to the City for use in permitting process.
6. **3W pipeline support design:** Design of pipe supports along exterior wall of SBB shall include drawings with appropriate plans, sections and details coordinated with the specifications suitable for including in the bid set of documents.

**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, 2023.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## Attachment B: Terms and Conditions

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

Name: Akira Kaku	Phone No.: (408) 635-4026
Department: Public Works	E-mail: Akira.Kaku@sanjoseca.gov
Address: 700 Los Esteros Road, 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."***

		<b><u>Required to File Form 700?</u></b>		
		<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: Kerwin Allen	Phone No.: (415) 243-2457	3/2/21		
Address: 275 Battery Street Suite 550 San Francisco, CA 94111	E-mail: KerwinAllen@KennedyJenks.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:			
1. Harold Glaser	Principal-in-Charge	3/2/21		
2. Brandon Hale	Design Manager/Civil		X	
3. Rod Houser	Hydraulics/Mechanical Engineer			X
4. Robyn Wilmouth	Staff Engineer			X
5. Jaclyn Lemieux	Civil Design			X

6. Mark Preston	Architect			X
7. Sandy Shuler	Electrical			X
8. Don Barraza	Structural			X
9. Larry Reisinger	Instrumentation & Controls			X
10. Royce Okimoto	CADD Manager			X
11. Janet Hoffman	Estimator			X

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. Cal Engineering & Geology	Geotechnical
2. Bess Test Labs	X-ray scanning
3. Digital Concrete Scanning	X-ray scanning
4. O'Dell Engineering	Lidar Survey

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.	
2.	



3.	
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5. **Travel Expenses:** Travel expenses, including airfare, lodging, ground transportation, per diem, parking, mileage and other travel-related costs, will be reimbursable for Work covered by this Approved Service Order in accordance with the Master Consultant Agreement; provided, however, that the travel expenses are necessary for Consultant's performance of the Work, and the resident office of the personnel for which Consultant seeks travel reimbursement is located more than sixty (60) miles from the San José-Santa Clara Regional Wastewater Facility.

## Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement and **Exhibit B**, Basis of Compensation.

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	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$220,500	\$0	\$0	\$0	\$220,500
Task 2: Detailed Design	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$1,596,000	\$0	\$10,500	\$1,600	\$1,608,100
Task 3: Bid & Award Period Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$85,000	\$0	\$300	\$0	\$85,300
Task 4: Additional Services (Optional)	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$109,000	\$0	\$500	\$115,500	\$225,000
<b>Maximum Compensation</b>		\$2,010,500	\$0	\$11,300	\$117,100	\$2,138,900

# 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: Service Order

Type of Contract: Consulting Services

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 661813-012

Contractor: Kennedy Jenks Consultants, Inc.

Address: 275 Battery Street, Suite 550, San Francisco, CA 94111

Phone: (415) 243-2457

Email: kerwinallen@kennedyjenks.com

Contract Description: Service Order 4 - Facility-Wide Water Systems Improvements Project - Detailed Design and Bidding Services

Term Start Date: Contract Date Term End Date: 10/31/2023 Extension: Select one

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: \$2,138,900.00

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.: 2234141210

Expiration Date: 02/15/2022

Department: ESD (76)

Department Contact: Akira Kaku / 408-635-4026

Customer (Finance Only): \_\_\_\_\_

Notes:



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

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