

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

1a. CPMS Contract No.: 7944 1b. Master Agreement AC No.: 28434

2. First Second Third Fourth Amendment to Approved Service Order No. 4

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

Project Name: Fire Life Safety Upgrades Project – Detailed Design and Bid/Award Services
("Project")

Amendment Description: This Amendment to Service Order No. 4 adds a task for additional design services, increases compensation for Task No. 1 (Project Management) and Task No. 3 (Bid & Award), and extends the completion date for all tasks.

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

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

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

6. **Consultant Approval:** *Kerwin Allen* Kerwin Allen (Oct 1, 2021 11:37 PDT) Date: Oct 1, 2021

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

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

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

Approved as to Form:

(Sr.) Dept. City Attorney: *EA* Date: Oct 6, 2021

[Signature]

Oct 6, 2021

8. **City Director Approval:** *Napp Fukuda* Napp Fukuda (Oct 7, 2021 16:31 PDT) Date: Oct 7, 2021

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

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$ 346,621.00 to \$ 629,413.00.

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

a. Current unencumbered amount in Master Agreement:	\$	719,749.74
b. Service Order Compensation for this Approved Service Order Amendment:	\$	282,792.00
c. New unencumbered balance in Master Agreement:	\$	436,957.74
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: 512	Appn: 7681	RC: 184163 Amount: \$ 277,686.00
Fund: 512	Appn: 7681	RC: 184164 Amount: \$ 5,106.00
Division Analyst Approval: <u>Mary Crippen</u>		Date: <u>Oct 5, 2021</u>
Authorized Signature: <u>Harpal Singh</u> <small>Harpal Singh (Oct 5, 2021 14:11 PDT)</small>		Date: <u>Oct 5, 2021</u>

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

The First Revised Attachment A, including any exhibits thereto, attached to the First Amendment to Service Order No. 4 is deleted in its entirety and replaced by the following:

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.

General Description of Project for which Consultant will Provide Services:

Most of the buildings at the San José-Santa Clara Regional Wastewater Facility ("RWF") are between 30 and 50 years old, and need refurbishment to improve worker health, safety, and environment. In late 2011, the City conducted a fire code compliance gap analysis that identified fire code compliance gaps and fire risk potential across most of the buildings. Since 2012, RWF staff have implemented corrective actions to address many of the findings; however, some findings remain outstanding and require capital construction. In early 2018, staff completed a condition assessment that identified upgrades or modifications needed in eight (8) of the thirty-two (32) existing buildings.

The Fire Life Safety Upgrades Project ("Project") will standardize and upgrade fire life safety systems in newly constructed buildings and thirteen (13) existing buildings, and implement the centralized fire alarm monitoring and notification systems that connect to the City of San José ("City") Fire Department ("Fire Department") system to comply with the current building and fire codes. The fire alarm systems in existing and future buildings will be monitored by a new code-compliant centralized fire alarm monitoring system. Unused fire alarm equipment will also be removed under the Project.

The objective of Service Order No. 4 ("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: 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 Design Services

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.

Consultant shall follow the City's templates and guidelines in execution of the work. The City will provide access to these templates and guidelines no later than ten (10) Business Days following

the execution of this SO. The templates and guidelines currently available include the following:

- Meeting Agenda;
- Meeting Minutes;
- CIP Design Guidance Documents and Guidelines;
- Project Quality Plan;
- Quality Management Certification;
- Quality Review Form;
- Reviewer's Comment Log; and
- Division 0 and Division 1 Specifications,

Consultant shall perform the following project management activities:

1. Daily Oversight: Consultant shall oversee daily management of scope, deliverables, schedule and budget.
2. Coordination: Consultant shall coordinate work with internal staff, subconsultants, City staff, (including Fire Department) and other City consultants as requested by the City Contract Manager.
3. Project Work Plan: Consultant shall prepare and submit 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.
4. Project Schedule: Consultant shall prepare and maintain a Project schedule utilizing the Critical Path Method technique and electronic scheduling software (e.g. 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 on a monthly basis and submit the updated schedule with the summary of significant changes and proposed corrective actions.
5. 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:
 - Coordinating work products, milestones, and staff assigned for review activities;
 - Conducting milestone technical and readability reviews for deliverables; and
 - Completing and submitting Quality Review Forms ("QRF") 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.

- c. Comments from the City's review of the Consultant's draft and final deliverables will be recorded on a QRF. 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 QRF with responses to the City's comments.
6. Progress Meetings: Consultant shall participate in bi-weekly, design review meetings to discuss the Project's progress or any other issues as needed. Each bi-weekly meeting is designated to have a 30-minute duration. Meetings shall be held unless otherwise determined by the City. Meetings shall be conducted via teleconference unless noted otherwise. Topics discussed at each meeting shall be determined in collaboration with the City.
7. 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 thirty (30) days for some reason beyond their control).
8. 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 fifteen (15) Business Days from issuance of Notice to Proceed ("NTP"). Consultant shall allow City a minimum of ten (10) 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 Initiation Meeting.
 - b. Updated schedules, if necessary, including summaries of significant changes and proposed corrective actions, shall be provided as a PDF file submitted with Monthly Progress Reports.
3. 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 ten (10) 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 five (5) Business Days after receipt of City comments. The final QMP can be included in the final PWP.
 - c. A completed Quality Management Certification shall be submitted along with each draft and final deliverable.
 - d. A QRF with Consultant's responses to the City's comments shall be submitted within (10) Business Days after receipt of City comments on the draft deliverable. City's QRF comments will be coordinated internally and in a single deliverable to the Consultant.
4. Monthly Progress Reports and monthly invoices shall be provided as a PDF file.
 5. Meeting agendas and meeting notes from bi-weekly progress meetings shall be provided as electronically editable file.

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: May 31, 2022.

On or before ___ Business Days from _____.

Task No. 2: Detailed Design Services

A. Services: Based upon the 30% Design Package, Consultant shall prepare detailed drawings and specifications suitable for public bidding and construction by general contractors. Services provided by Consultant shall consist of the following.

1. Consultant shall prepare detailed design review packages at 90% and 100% (Final) design completions. Consultant shall submit specifications and full-sized (22-inch x 34-inch) drawings for the City's review at these milestones. Consultant shall coordinate the 90% design documents with the appropriate disciplines. At this point, all major design decisions should have been documented clearly by Consultant and agreed by the City, and all outstanding issues from the 30% Design Package must be resolved.
2. Consultant shall meet with San José Fire Department representatives twice during the design phase. The first meeting will be held at design initiation and the second meeting will be held after submission of the 90% design documents.
3. Consultant shall conduct up to 5 (five) site visits to the RWF as required to obtain information necessary to complete the design documents and/or discuss project design specific with City staff.
4. Consultant shall perform an internal quality review and constructability review at the 90% level 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.

5. Consultant shall incorporate City's comments on the 90% design completion into the 100% design. 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.
6. 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 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.
7. 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.
8. Consultant shall produce and submit a final construction and commissioning schedule at the 90% level of completion. Consultant shall base the schedule on an analysis of key sequencing constraints by a construction management specialist. The schedule shall serve as the basis for determining the appropriate construction duration.
9. Consultant shall organize and facilitate a four-hour workshop with City to present the 90% review packages. During each workshop, Consultant shall present: key elements of the design; operational requirements/changes to current RWF practices; maintenance requirements; construction sequencing; and anticipated construction impacts on RWF operations. Consultant shall prepare an agenda in advance of the workshop and a summary following each workshop. The summaries shall include action items for the ensuing phase of design development.
10. 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.
11. 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. Design drawings and specifications at the 90% level (submitted for permit). Deliverables to be in 22-inch x 34-inch PDF drawings and letter size specification documents, along with corresponding Quality Management Certification Document.
2. Design Workshop draft and final presentation, to be provided after 90% submission, assumed to be MS PowerPoint presentation. Workshop Draft presentation shall be submitted for review no less than 72 hours prior to the workshop for client comment.

3. Design review comments responses for the 90% design documents shall be on the QRF form template as provided by the City within ten (10) Business Days from the date City QRF comments are received by the Consultant.
4. 100% (Final) Design Level Drawings and Specifications. Deliverables to be three (3) sets of non-signed and two (2) sets of wet signed design drawings in 22-inch x 34-inch, in full-sized PDF documents, one (1) set wet signed and two (2) sets of non-signed specification and soft copy in PDF, along with corresponding Quality Management Certification Document and completed QRF (spreadsheet) document responding to client comments.
5. 90% and 100% design OPCC Class 2 cost estimate in PDF.
6. Sequencing Plan. Sequencing plan may be part of the 90% and 100% (final) design documents or a separate standalone document at the City's option.

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

- On or before the following date: May 31, 2022.
- On or before ___ Business Days from _____.

Task No. 3: Bid and Award Period Services

A. Services: Consultant shall provide engineering services between the advertisement of a request for bids and award of a construction contract. Advertisement, printing and distribution of construction documents and addenda will be conducted by the City. Consultant shall assist City as indicated below during the bid period. Consultant shall prepare addenda to provide answers, supplementary details, clarifications, and/or revise the drawings and specifications as needed and as directed by City.

1. City will schedule and conduct a pre-bid meeting. Consultant shall attend the pre-bid meeting and Project site walkthrough.
2. Consultant will prepare addenda (maximum 3) in response to prospective bidder questions requiring a change to the documents, including supplementary details, clarifications, or drawing revisions deemed necessary by Consultant in consultation with the City.
3. Consultant will answer Requests for Information (RFIs) and general questions proposed by bidders during the bid process.
4. Consultant shall review bids and assist the City with award recommendation as directed by the City.
5. 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 and site walkthrough meeting notes:
 - a. Draft meeting notes 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 meeting notes addressing City comments shall be provided as a PDF file within three (3) Business Days after receipt of City comments.

2. Responses to technical questions during the bid period provided in one (1) electronic editable file format and one (1) PDF file, as needed and directed by City.
3. Addenda which address questions during the bid period provided in an electronic editable file format and PDF file, as needed and directed by City.
4. Conformed set of documents provided as two (2) printed bound sets of full-sized (22" x 34") drawings, ten (10) printed bound sets of half-sized (11" x 17") drawings, ten (10) printed bound sets of specifications, PDFs of conformed drawings and specifications. The AutoCAD electronic drawings and specifications shall be organized in folders for each discipline and division, respectively. Each discipline folder shall include PDFs of each drawing sheet. Each division folder shall include PDFs of each specification section. Consultant shall also provide PDFs 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: May 31, 2022
- On or before ____ Business Days from _____.

Task No. 4: Additional Design Services

A. Services: Consultant shall provide a new design package, based upon deliverable documents from Task No. 2. The new design package shall consist of detailed drawings and specifications suitable for public bidding and construction by general contractors.

1. Consultant shall prepare detailed design review packages for new 90% and Final designs. City has documented and shared with Consultant all major design decisions that require additional design services. Consultant shall submit specifications and drawings reflecting these major design decisions.
2. Consultant shall meet with the City's Lead Subject Matter Expert ("LSME") after each submittal indicated above to discuss the documents and receive comments.
3. Consultant shall conduct up to 5 (five) site visits to the RWF as required to obtain information necessary to complete the design documents and/or discuss project design specific with City staff.
4. City shall provide AutoCAD or equivalent PDF background files of the following buildings:
 - a. Building 46 - Power and Air Operations Center
 - b. Building 45 - Cogeneration Building
 - c. Building 40 - Generator and Blower - Basement and 1st Floor Plans
 - d. Building 36 - Environmental Services Building ("ESB")
 - e. Primary Sludge Screening Building
 - f. Digester Gas Compressor Building
 - g. Building 64 - Headworks #3 Electrical Building
5. Consultant shall perform an internal quality review and constructability review at the 90% level 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.
6. Consultant shall incorporate City's comments on the 90% design completion into the Final design. Consultant shall also respond to the list of comments and questions ("QRF") received from the City prior to the issuance of the Final design review package.
 7. 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 90% and Final 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.
 8. Consultant shall develop construction drawings using Consultant's and/or City's 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.
 9. Consultant shall produce and submit a final construction and commissioning schedule at the 90% level of completion based on CIP construction information provided by the City. Consultant shall base the schedule on an analysis of key sequencing constraints by a construction management specialist. The schedule shall serve as the basis for determining the appropriate construction duration.
 10. Consultant shall meet with City to present the 90% review package. Consultant shall prepare an agenda in advance of the workshop and a summary following the meeting. The summaries shall include action items for the Final design.
 11. Consultant shall redesign fire alarm systems based on single manufacturer brand fire alarm panels at all thirteen (13) buildings. Design shall be submitted in two stages, 90% and Final design levels. Fire alarm design drawings shall show new fire alarm panels which replace existing fire alarm panels at approximately the same location in each building and replace non-compatible existing devices in each building to be compatible with new Fire Alarm Control Panels ("FACPs").
 12. Consultant shall organize and facilitate one (1) two-hour design review each for City and for the 90% and Final submittals. Both the subconsultant and LSME shall be present at both reviews.
 13. 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.
 14. The Final design submittal shall be sealed and signed by the responsible California Professional Engineer 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. Design drawings and specifications at the 90% level. Deliverables to be in two copies of 22" x 34" drawings, three half-sized (11 by 17) drawings, and letter size specification documents in PDF, along with corresponding Quality Management Certification.
2. Meeting agenda and meeting summation after 90% and Final design. Submission of documents to be provided after each submission. Meeting agenda shall be submitted for review no less than 72 hours prior to the meeting and meeting summary one week after meeting.
3. Design review comments responses for the 90% design documents shall be on the QRF form template as provided by the City within ten (10) Business Days from the date City QRF comments are received by the Consultant.
4. Final Design Level Drawings and Specifications. Deliverables to be 1 set non-signed and 2 set of wet signed design drawings in 22" x 34", in full sized PDF documents, 2 set wet and soft copy in PDF, along with corresponding Quality Management Certification Document and completed QRF (spreadsheet) document responding to client comments.
5. Design review comments responses for the Final design documents shall be on the QRF form template as provided by the City within ten (10) Business Days from the date City QRF comments are received by the Consultant.
6. 90% and Final design OPCC class 2 cost estimate in PDF and Excel formats.
7. Construction and Commissioning Schedule will be part of the Final design documents or a separate standalone document at the City's option.

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

- On or before the following date: May 31, 2022
- On or before ____ Business Days from _____.

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

This Revised Attachment B is attached to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The original Attachment B, including any exhibits thereto, is deleted in its entirety and replaced by the following:

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

Name: Henry Zuo	Phone No.: (408) 635-4040
Department: Environmental Services	E-mail: Henry.Zuo@sanjoseca.gov
Address: 700 Los Esteros Rd.	City/State/Zip: San Jose, CA 95134

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

		<u>Required to File Form 700?</u>		
<u>Consultant’s Contract Manager</u>		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Kerwin Allen	Phone No.: (415)243-2457	03/02/2021		
Address: 303 Second St. Suite 300 San Francisco, CA 94107	E-mail: KerwinAllen@kennedyjenk.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1. Harold T Glaser	Principle in Charge	04/01/2021		
2.				
3.				

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. The Fire Consultants	Fire Alarm System Design
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:

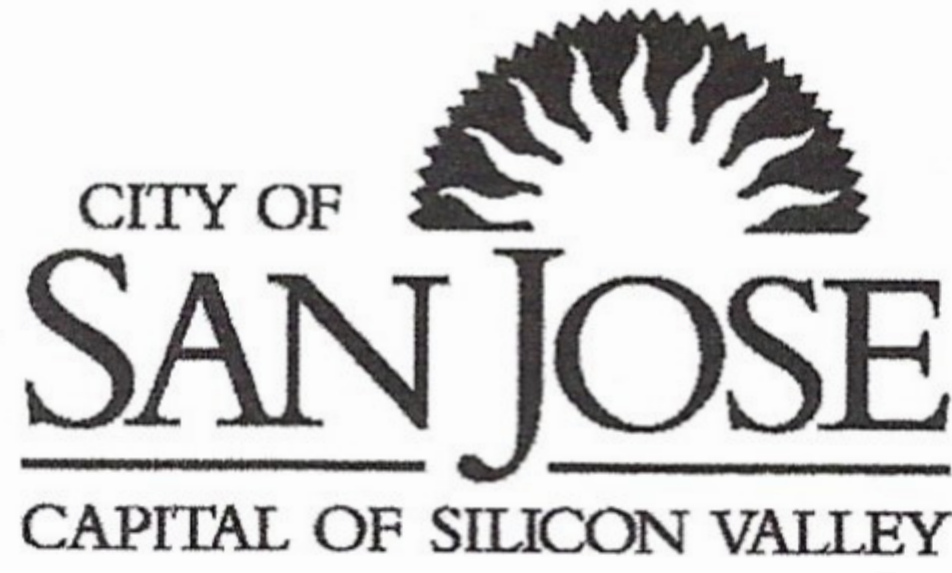
<u>Personnel/Agency Name</u>	<u>Area of Work</u>
1.	
2.	
3.	

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.

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

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No. The original Attachment C, including any exhibits thereto, is deleted in its entirety and replaced by the following:

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task No. 1: Project Management	<input checked="" type="checkbox"/> Monthly					
	<input type="checkbox"/> Completion of Task(s)	\$88,286	\$0	\$0	\$22,260	\$110,546
	<input type="checkbox"/> Completion of Work					
Task No. 2: Detail Design Services	<input checked="" type="checkbox"/> Monthly					
	<input type="checkbox"/> Completion of Task(s)	\$107,426	\$0	\$1785	\$117,285	\$226,496
	<input type="checkbox"/> Completion of Work					
Task No. 3: Bid and Award Period Services	<input checked="" type="checkbox"/> Monthly					
	<input type="checkbox"/> Completion of Task(s)	\$24,467	\$0	\$0	\$36,876	\$61,343
	<input type="checkbox"/> Completion of Work					
Task No. 4: Addition Design Services	<input checked="" type="checkbox"/> Monthly					
	<input type="checkbox"/> Completion of Task(s)	\$106,141	\$0	\$210	\$124,677	\$231,028
	<input type="checkbox"/> Completion of Work					
Maximum Compensation		\$326,320	\$0	\$1,995	\$301,098	\$629,413



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Akira Kaku

STAFF EMAIL: akira.kaku@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: May 26, 2021

TOTAL PAGES:
(INCLUDING THIS PAGE) 2

CONSULTANT NAME: Harold T. Glaser

EMAIL: haroldglaser@kennedyjenks.com

PHONE: 951.987.7678

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: Harold T. Glaser

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN BLUE INK**
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS): **KIM.DALY@SANJOSECA.GOV**

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

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 # 662103-013

Contractor: Kennedy Jenks Consultants Inc

Address: 303 Second Street, Suite 300, South San Francisco CA 94107

Phone: 415.243.2457

Email: Kerwin.Allen@Kennedyjenks.com

Contract Description: Service Order 04 Second Amendment for Fire Life Safety Upgrades Project

Term Start Date: _____ Term End Date: _____ 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: 346,621.00 Amount of Increase/Decrease: 282,792.00

Option #: _____ of _____ Option Amount: _____ NTE/Updated Contract Amount: 629,413.00

Fund/Appropriation: _____

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

Tax Certificate No.: 2234141210 Expiration Date: 2/15/2022

Department: ESD (76)

Department Contact: Henry Zuo 408.635.4040 Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date