

**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. 5

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

Project Name: HVAC Improvements – Detailed Design and Bid Services ("Project")

Amendment Description: This second amendment to Service Order No. 5 increases compensation for Task No. 2 (Data Gathering) to identify any code deficiencies arising from the change in occupancy from an Operator's Station to an Exercise Room.

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: Mark Nelson Date: Jun 28, 2022
Mark Nelson (Jun 28, 2022 14:32 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: Napp Fukuda Date: Jun 29, 2022
Napp Fukuda (Jun 29, 2022 08:40 PDT)

☒ **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. 5 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 \$ 2,078,386.00 to \$ 2,106,993.00.

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

| | | |
|--|----|---------------------------|
| a. Current unencumbered amount in Master Agreement: | \$ | 436,957.74 |
| b. Service Order Compensation for this Approved Service Order Amendment: | \$ | 28,607.00 |
| c. New unencumbered balance in Master Agreement: | \$ | 408,350.74 |
| 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: 188953 Amount: \$ 28,607.00 | | |
| Division Analyst Approval: <u>Mary Crippen</u> | | Date: <u>Jun 28, 2022</u> |
| Authorized Signature: <u>Harpal Singh</u> | | Date: <u>Jun 28, 2022</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.5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

General Description of Project for which Consultant will Provide Services:

The HVAC Improvements Project ("Project") consists of upgrading the HVAC systems in support buildings throughout the San José-Santa Clara Regional Wastewater Facility ("RWF"). Potential upgrades include the replacement of industrial chillers, boilers, and constructing workplace amenity improvements (e.g., restrooms/locker/shower facilities), if feasible. These HVAC improvements are needed to:

- 1) Comply with local, state, and federal building and safety codes requirements, and
- 2) Replace aged equipment with more energy efficient, reliable, and right-sized equipment.

Under Service Order No. 2 of the Agreement, the Consultant performed a condition assessment, analyzed alternatives, and developed the conceptual and preliminary designs for the Project. Support buildings included in the Project scope include:

Utility/Shop Facilities: Small building areas with 'simple' HVAC systems (packaged heating/cooling and split systems) and fans:

1. Building 11 - Filtration Influent Pump Station ("FIPS")
2. Building 11A - Disinfection Building
3. Building 18 - Sludge Control Building
4. Building 21 - Paint Shop and Cart Barn
5. Building 22 - HVAC Shop
6. Building 28 - Machine Shop

Office/Commercial Facilities: Small building areas, 'simple' HVAC equipment (packaged heating/cooling and split systems), but systems are more complex due to zoning of heating/cooling systems within the building:

7. Building 4D - Secondary Blower Building - Service Wing
8. Building 9D - Tertiary Blower Building - Service Wing (Electrical Shop)
9. Building 12A - Filtration Building - Service Wing
10. Building 23 - Maintenance Control Center ("MCC")
11. Building 10 - Administration building and Main Control Room

Process/Warehouse Facilities: Large building areas, large central HVAC equipment (chillers, boilers, air handlers, and cooling towers) systems accommodating large process cooling loads:

- Building 2A - Pump and Engine ("P&E") Building
- Building 4 - Secondary Blower Building ("SBB")
- Building 9C - Tertiary Blower Building – Nitrification

- Building 12 - Filtration Building
- Building 32 - Existing Warehouse
- Building 40 - Process Air Blower Building ("B40")

The objective of this Service Order No. 5 ("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: Data Gathering
- Task No. 3: Detailed Design Services
- Task No. 4: Bid and Award Period 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 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;
- Reviewer's
- SOP Design Guidance;

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. 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.
4. 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 on a monthly basis and submit the updated schedule with the summary of significant changes and proposed corrective actions along with Monthly Progress Reports.
5. 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 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.
6. 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;
 - Documenting comments and work product modifications in the PDL; and
 - 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.

7. 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. Summary of Project scope, work plan, schedule and deliverables;
 - c. Discussion of other CIP or maintenance projects underway and planned that may be dependent on and/or have implications for the Project;
 - d. Additional information Consultant has deemed relevant to or necessary for Project and for which City may address by transmitting an existing document; and
 - e. 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.

8. Progress Meetings: Consultant shall organize and facilitate 26 virtual meetings to discuss the Project's progress and any other issues as needed. Bi-weekly meetings shall be held through the 60% design phase, and then on a monthly basis through the remainder of the design and the bid phases, unless otherwise determined by the City. Topics discussed at the meetings shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the meetings and shall prepare meeting minutes following each meeting.
9. 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 on a monthly basis and submitted with the Monthly Progress Reports.
10. Monthly Progress Reports: Consultant shall prepare and submit a Monthly Progress Report by the tenth day 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 or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next 30 days for some reason beyond their control).
11. 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 five (5) 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 fifteen (15) 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 progress 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 progress 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. PDL:

- a. The initial PDF shall be provided within 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.

10. Monthly Progress Reports shall be provided as a PDF file.

11. Monthly invoices shall be provided as a PDF file with each Monthly Progress Report.

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: December 31, 2022
- ☐ On or before ___ Business Days from _____.

Task No. 2: Data Gathering

A. Services: Consultant will record performance of existing HVAC and electric power systems as a mean of assessing available capacity of electrical systems and baseline performance of HVAC system. Consultant will provide following data gathering for air balance and electric power panel load readings.

1. Process Shutdown Requests: Consultant shall determine if electrical panel load reading requires a temporary shutdown. If so, Consultant shall prepare and submit a Process Shutdown Request (PSR) for each shutdown needed to complete the condition assessment in accordance with the CIP's Specification Section 01 14 00. The PSR shall detail the purpose of the condition assessment, duration, areas of work, and activities necessary to accommodate the condition assessment. Up to two (2) shutdowns are anticipated.
2. HVAC Testing: The Consultant shall record performance (airflows, duct pressures, water flow, pressure, and temperature measurements) of existing HVAC equipment, including, but not limited to: unitary equipment, air handling units, fan, circulating water pumps at the following eight (8) buildings:
 1. Building 4 – Secondary Blower Building
 2. Building 4D – Secondary Blower Building – Service Wing
 3. Building 9C – Tertiary Blower Building
 4. Building 9D – Tertiary Blower Building – Service Wing

5. Building 10 — Administration Building
 6. Building 18 – Sludge Control Building
 7. Building 23 – Maintenance Control Center
 8. Building 40 – Blower/Generator Building
3. Electrical Load Monitoring: The Consultant shall monitor and record for up to 30-calendar days the electrical loads (demands) from a total of 44 panels and circuits providing power to HVAC equipment at the following seven (7) buildings where electrical panels are expected to be replaced:
1. Building 4D – Secondary Blower Building – Service Wing
 2. Building 9C – Tertiary Blower Building
 3. Building 9D – Tertiary Blower Building – Service Wing
 4. Building 10 - Administration Building
 5. Building 12A – Filtration Building - Service Wing
 6. Building 22 – HVAC Shop
 7. Building 23 – Maintenance Control Center
4. SBB Exercise Room Code Review: The Consultant shall review record drawings of the Secondary Blower Building (SBB) to conduct a code review and identify any code deficiencies arising from the change in occupancy from an Operator's Station to an Exercise Room.

Code review and identifying any code deficiencies should include:

1. Code review performed by Consultant's architectural, structural, mechanical, and electrical teams.
2. Any code deficiencies noted shall be based on the building and construction codes issued by the California Building Standards Commission in effect at the time of the change in occupancy.
3. Consultant shall note any code deficiencies of the construction against proposed use as an Exercise Room referenced to the current building and construction codes.
4. Deficiencies notes shall be based on the building and construction codes referenced in the San Jose Municipal Code, as of the date of adoption of the amendment.

'Record Drawings' shall refer to the drawings for the SBB provided by the City in the following project drawing sets:

1. 1961 Sewage Treatment Works Improvements - Division B.
2. Water Pollution Control Plant, 1970 Additions – Division B

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

1. Performance and Load Data Reports
 - a. Drawings in 34x24 PDF format
 - b. Performance report per building in 8.5X11 PDF text searchable format
 - c. 30-day load data report for each building identifying overall power consumption, and average and peak-demands, Adobe PDF format.

2. Process Shutdown Request (if necessary):

- a. Draft request provided as one (1) electronic editable file, and one (1) PDF file no later than twenty (20) Business Days before the start of the planned condition assessment field activities. Consultant shall allow City a minimum of ten (10) Business Days to review, compile, and provide comments.
- b. Final request addressing City comments provided as one (1) electronic editable file, and one (1) PDF file within five (5) Business Days after receipt of City comments.

3. SBB Exercise Room Code Review:

- a. Draft Technical Memorandum (TM) provided in an electronic editable file format within five (15) Business Days after Notice To Proceed (NTP). Consultant shall allow City a minimum of five (5) Business Days to review, compile and provide comments.
- b. Final TM addressing City comments provided as an electronic editable file and as a PDF file within ten (10) Business Days after receipt of City comments.

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: December 31, 2022

☐ On or before ____ Business Days from _____.

Task No. 3: 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. **Detailed Design Drawings:** Consultant shall prepare detailed design review packages at 60%, 90% and 100% (final) design completions. Consultant shall submit specifications and half-sized (11" x 17") 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. During the detailed design phase, the Consultant shall develop up to 220 design drawings based on the improvements shown in the 30% design package. Potholing or the relocation of existing buried utilities are not included in Consultant's scope of work. It is anticipated that there will be approximately 170 drawings included with the 60% design submittal, with the remaining drawings developed between the 60% design stage and 90% design. Consultant shall coordinate the preparation of the 60% design documents with the appropriate disciplines. Drawing groupings shall be organized by building, instead of by discipline, except for mechanical schedules. Mechanical schedules sheets for all of the buildings in the project will be included with the General sheets. 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. 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 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 develop construction drawings using Consultant's computer-aided design ("CAD") standards, and shall include applicable general, civil, structural, mechanical, electrical, and instrumentation drawings.

2. Detailed Design Specifications: Consultant shall develop specifications using the City's Division 0 and Division 1 templates and Construction Specifiers Institute ("CSI") Master format 2004. Consultant shall provide technical specifications for the Project elements for which City does not maintain its own version. If Consultant utilizes Master format 2010, the specifications utilized shall be formatted to the extent practicable to conform into a unified document.

Consultant shall develop a series of sample commissioning (also referred to as "acceptance") test forms 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. The final commissioning tests shall be submitted with the 90% design review package.

3. OPCC: Consultant shall prepare a Class 3 OPCC with accompanying Basis of Cost Estimate Report at the 60%, and a Class 2 OPCC with updated detailed estimates of costs, with an accompanying Basis of Cost Estimate Report, at the 90%, and 100% levels of completion. The construction cost estimates shall be based on available quantity take-offs, manufacturers' quotes, experience on other projects 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.
4. Construction and Commissioning Schedule: 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. 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.
5. Standard Operating Procedures (SOPs): Consultant shall develop a series of SOPs (revised and new) to be incorporated into the Operations and Maintenance (O&M) Manual. Existing SOPs shall be provided to Consultant by the City. 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 O&M Manual. The SOPs shall be prepared in conformance with the "Design Guideline – Standard Operating Procedures" which describes content and format of the procedures.
6. QA/QC Review: Consultant shall perform an internal quality review at the 60%, 90%, and 100% 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.
7. Workshops: Consultant shall organize and facilitate two (2) four (4) hour virtual workshops with City to present the 60% and 90% review packages. During the workshops, 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's PM and the appropriate Project team members shall

attend these workshops. 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.

8. Supporting Documents and Comments Log: All supporting documents related to design of the Project consisting of 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. 60% Review Package provided as six (6) printed bound 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 fifteen (15) Business Days to review, compile, and provide comments. City will provide adjudicated and consolidated review comments in a matrix format. The 60% review package shall consist of the following:
 - a. Specifications;
 - b. Half-sized drawings (11"x17");
 - c. Updated construction and commissioning schedule;
 - d. Class 3 OPCC and Basis of Cost Estimate Report; and
 - e. Commissioning tests.
2. 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.
3. 60% Review Workshop Summary:
 - c. 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.
 - d. 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.
4. 90% Review Package provided as six (6) printed bound 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. City will provide adjudicated and consolidated review comments in a matrix format. The 90% review package shall consist of the following:
 - a. Specifications;
 - b. Half-sized drawings (11"x17");
 - c. Class 2 OPCC and Basis of Cost Estimate Report;
 - d. Updated construction and commissioning schedule;
 - e. Draft Standard Operating Procedures; and

- f. Commissioning tests.
- 5. 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.
- 6. 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.
- 7. 100% (Final) Package provided as twelve (12) 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 Professional Engineer in California. Three (3) bound copies shall be full-sized (22" x 34") and nine (9) copies shall be half-sized bound copies.
 - c. Class 2 OPCC and Basis of Cost Estimate Report;
 - d. Upgraded Standard Operating Procedures; and
 - e. Commissioning tests.
- 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: December 31, 2022

☐ On or before ____ Business Days from _____.

Task No. 4: Bid and Award Services

- A. **Services:** Consultant shall provide the following engineering services between the advertisement of a request for bids and award of a construction contract, assuming there will be one construction bid package. 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 be 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 up to three (3) 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" x 34") drawings, ten (10) printed bound sets of half-sized (11" x 17") 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 30 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: December 31, 2022
- ☐ On or before ____ Business Days from _____.

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

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

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 |
|---|--|-------------------------|--------------------|---|--|--------------------|
| Task No. and Task Title from Attachment A | Invoice Period | Multiplier Compensation | Contract Personnel | Reimbursable Expenses (Including applicable markup) | Subconsultant Costs (Including markup) | Total Compensation |
| Task 1: Project Management and QA/QC | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$231,845 | \$ | \$ | \$ | \$231,845 |
| Task 2: Data Gathering | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$48,899 | \$ | \$ | \$229,530 | \$278,429 |
| Task 3: Detailed Design Services | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$1,509,839 | \$ | \$14,490 | \$ | \$1,524,329 |
| Task 4: Bid and Award Assistance | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$66,720 | \$ | \$5,670 | \$ | \$72,390 |
| Maximum Compensation | | \$1,857,303 | \$ | \$20,160 | \$229,530 | \$2,106,993 |

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: ☐ City Attorney
☐ City Manager
☒ City Clerk **OR** Return to
Dept. (circle one)

☐ Insurance Certificates / Waivers ☒ Electronically Signed: Yes
☐ Business Tax Certificate ☒ Audit Trail Attached (if applicable)
☐ Contacted Clerk re: Form 700 ☐ Scanned Signature Authorization
☐ Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 662103-016

Contractor: Kennedy Jenks Consultants

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

Phone: (469) 815-9976

Email: marknelson@kennedyjenks.com

Contract Description: Second Amendment to Service Order 5 - HVAC Improvements - Detailed Design and Bid Services

Term Start Date: 01/11/2021 Term End Date: 12/31/2022 Extension: No

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: \$2,078,386.00 Amount of Increase/Decrease: \$28,607.00

Option #: ____ of ____ Option Amount: _____ NTE/Updated Contract Amount: \$2,106,993.00

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 2234141210

Expiration Date: 02/15/2023

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