

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. 6

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

Project Name: Fire Life Safety Upgrades – Engineering Services During Construction and Post Construction ("Project")

Amendment Description: This first amendment to Service Order No. 6 modifies the scope of services for Task 2 (Engineering Services During Construction and Commissioning) in Attachment A, updates Consultant Contract Manager in Attachment B, and increases compensation in Attachment C.

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 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.
- e. ☐ **Level of Effort – Attachment D:** The ☐ original ☐ First Revised ☐ Second Revised Attachment D is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Attachment D.

- 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 R. Nelson

— Email: marknelson@kennedyjenks.com
Date: 02/08/2024 PST

7. Approval as to Form (City Attorney):

☐ **Approved Service Order Amendment Form Approved by the Office of the City Attorney**
(There are no material changes to the provisions of the Approved Service Order Amendment Form.)

☒ **Approved as to Form:**
Attorney
Rosalia Burgueno-Tapia

Senr Deputy City Atty III U
rosalia.tapia@sanjoseca.gov

Sr. Deputy City Attorney: *Rosalia Burqueño Tapia*
Email: rosalia.tapia@sanjoseca.gov
Date: 02/13/2024 PST

8. City Director Approval: *Mariana Chavez Vazquez*
Email: mariana.chavez-vazquez@sanjoseca.gov
Date: 02/14/2024 PST

☒ **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. 6 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 \$ 292,541.00 to \$ 368,968.00.

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

| | | |
|---|---|---------------|
| a. | Current unencumbered amount in Master Agreement: | \$ 127,583.98 |
| b. | Service Order Compensation for this Approved Service Order Amendment: | \$ 76,427.00 |
| c. | New unencumbered balance in Master Agreement: | \$ 51,156.98 |
| 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>7681</u> RC: <u>184165</u> Amount: \$ <u>76,427.00</u> | |
| | Fund: _____ Appn: _____ RC: _____ Amount: \$ _____ | |
| | Fund: _____ Appn: _____ RC: _____ Amount: \$ _____ | |
| Division Analyst Approval: <u>Mary Crippen</u> Date: _____ <small>Email: mary.crippen@sanjoseca.gov Date: 02/08/2024 PST</small> | | |
| Authorized Signature: <u>Harpal Singh</u> Date: _____ <small>Email: harpal.singh@sanjoseca.gov Date: 02/12/2024 PST</small> | | |

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

This Revised Attachment A is attached to the ☒ First ☐ Second ☐ Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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:

The Fire Life Safety Upgrade Project will standardize and upgrade fire life safety systems in six newly constructed buildings and seven existing buildings at the RWF and install a new centralized fire alarm monitoring system to comply with current building and fire codes. Unused fire alarm equipment will be removed. The updated fire alarm systems and centralized fire alarm notification monitoring system will ensure the safety of the occupants of each building and improve RWF reliability. The construction is scheduled to begin in October 2022 with substantial completion by November 2023.

The objective of this Service Order No. 6 (SO) is for the Consultant to provide engineering services during construction and through post-construction of the Project.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: Engineering Services During Construction and Commissioning
- Task No. 3: Post-Construction 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 of San José ("City"). Consultant's PM shall manage the budget and invoicing.

Consultant shall use the document management systems used by the RWF CIP. The systems include a Microsoft SharePoint site referred to as the CIP Portal and EADOC, which is a cloud-based design and construction management software.

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 Notice to Proceed ("NTP"). The templates and guidelines currently available include the following:

- Meeting Agenda;
- Meeting Minutes;

Consultant shall perform the following project management activities:

1. Oversight: Consultant shall oversee management of scope and budget.

2. Coordination: Consultant shall coordinate work with internal staff, subconsultants, City staff, and other City consultants as appropriate and necessary. Work performed and work products should be coordinated, as necessary or as directed by the City, with other CIP projects currently underway to avoid duplication, confusion, and conflicts.
3. Project Work Plan: Consultant shall update and submit the updated Project Work Plan ("PWP") from design phase and detailing tasks to be performed, schedule, deliverables (including their requirements and resources needed), and risk management plan.
4. Health and Safety Plan: Consultant shall update and submit the updated Health and Safety Plan ("HASP") from design phase 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.
5. Quality Management: Consultant shall update, submit the updated Project-specific Quality Management Plan ("QMP") from design phase and implement the 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.
6. 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.

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

1. PWP:
 - a. A draft of the updated PWP shall be provided in an electronic editable file format within ten (10) Business Days from issuance of 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. HASP:
 - a. A draft of the updated 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.
3. QMP:
 - a. A draft of the updated 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.
4. Monthly invoices shall be provided as a PDF file.

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

☒ On or before the following date: June 30, 2024.

☐ On or before ____ Business Days from _____.

Task No. 2: Engineering Services During Construction and Commissioning

A. Services: Consultant shall provide the following engineering services and field observations during construction of the Project from City's issuance of the construction contract NTP through Substantial Completion of the Project.

1. Construction Observation Site Visits: As requested by the City, Consultant shall perform up to two (2) construction observation site visits to assist the City in resolving field issues and to keep the City informed about the quality of the portion of the work completed, and to determine in general if the work is performed in a manner indicating that, when fully completed, will be in conformance with the contract documents. Consultant shall prepare and submit field notes to the City after each visit.
2. Construction Management Team Coordination Meeting: Consultant shall convey key aspects of the Construction Document requirements to the City's Construction Management Team during one (1) virtual meeting of not more than two (2) hours duration.
3. Construction Progress Meetings: Upon city request, Consultant shall attend and participate in bi-weekly construction progress meetings scheduled by the City. Consultant staff shall attend in-person, as needed, or via teleconference. For purposes of this task, up to two (2) in-person meetings will be included in the project scope.
4. Requests for Information: Consultant shall review and respond to up to fifty (50) requests for information ("RFIs") from the general contractor and the City. City shall review each RFI applicability and conformance with the City's RFI requirements prior to sending the RFI to Consultant for review. In responding to the RFIs generated by the general contractor, Consultant shall issue interpretations, clarifications and/or supplementary details on the intent of the design in the construction contract documents in the form of formal, written RFI responses. In responding to the RFIs generated by the City, Consultant shall issue interpretations, clarifications and/or supplementary details in the form of written responses on EADOC for City's approval and release.
5. Design Clarifications: Consultant shall prepare up to twenty (20) design clarifications to explain and/or change the intent of the construction contract documents, as well as advising the City on any impact thereof to the Project. In preparing the design clarifications, Consultant shall issue revised specifications, drawings, and/or sketches, as necessary.
6. Submittal Reviews: Consultant shall review up to one hundred seventy (170) general contractor initial submittals and resubmittals, including shop drawings, substitution requests, plans, equipment O&M manuals, and/or other submittals as needed and directed by City. City shall review each submittal and resubmittal for applicability and conformance with the City's requirements prior to sending it to Consultant for review. Submittals shall be reviewed for conformance with and marked-up in accordance with the construction contract documents. Consultant shall consolidate its comments on each submittal with relevant City comments and return a compiled set of submittal review comments on each submittal to the City on EADOC for processing and distribution to the general contractor.
7. Change Order Reviews: Consultant shall review and provide comments on up to five (5) potential change orders ("PCO") submitted by the general contractor to the City and advise the City if the work requested is outside the scope of the general contractor's work, and if the price asked is reasonable and justifiable. The City shall review each PCO prior to sending it to the Consultant for review.

8. **Testing, Start-up and Commissioning (TSC) Assistance:** Provide up to twenty four (24) hours of engineering services to assist the City during the start-up, testing and commissioning ("TSC") of new fire alarm equipment and systems which shall be led by the general contractor. Consultant shall review and comment on the general contractor's initial proposed TSC plans, witness testing of new equipment and systems installed at the RWF by the general contractor, assist with resolution of functional and/or control setting adjustment issues, and provide general consultation regarding equipment installation issues for the Project. City shall screen the proposed TSC plans for clarity and completeness prior to City sending copies to Consultant for review. Consultant's review of the general contractor's proposed TSC plans shall be supplemental to a primary review of the plans performed by the City. City shall strategically coordinate Consultant's on-site testing observations to help maximize the efficiency of Consultant's observations.

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

1. Pre-Construction Meeting: Comments on draft agenda prepared by City. Draft agenda shall be provided to Consultant as one (1) editable electronic file. Comments shall be provided as one (1) editable electronic file.
2. Construction Observation Site Visit Field Notes. Each set of field notes shall be provided as one (1) PDF file within three (3) Business Days from the date of the site visit.
3. RFI responses as needed and directed by City. Each response shall be provided as one (1) electronic editable file and as one (1) PDF file within five (5) Business Days from the date Consultant receives the RFI from the City.
4. Design clarifications and related revised specifications, drawings, and/or sketches as needed and directed by City. Each clarification shall be provided as one (1) electronic editable file and as one (1) PDF file within ten (10) Business Days from the date Consultant receives the clarification request from the City.
5. Submittal review comments. Each set of submittal review comments shall be provided as one (1) electronic editable file and as one (1) PDF file within fifteen (15) Business Days from the date Consultant receives the submittal from the City.
6. Change order review comments. Each set of change order review comments shall be provided as one (1) electronic editable file and as one (1) PDF file within ten (10) Business Days from the date Consultant receives a PCO from the City.
7. Testing, Start-up, and Commissioning (TSC) Plan Comments. Provide review comments as one (1) electronic editable file and as one (1) PDF file within ten (10) Business Days from the date Consultant receives the general contractor's initial TSC Plan documentation from the City.

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

- ☒ On or before the following date: June 30, 2024.
- ☐ On or before ____ Business Days from _____.

Task No. 3: Post-Construction Services

A. Services: Consultant shall assist City with the closeout of the Project following overall project Substantial Completion and as needed during the first year of the Project's operation following Final Acceptance of the project by the City. Services provided by Consultant shall include the following:

1. **Record Drawings:** Prepare and submit editable record drawings to the City. The record drawings shall reflect field changes marked/noted by the general contractor and the City in the "as-built" drawings. Consultant will not be required to research project RFIs, design

clarifications, change orders, field orders, etc. to determine the field changes. The record drawings shall be prepared in AutoCAD and PDF format by following the CIP CAD standards. City shall review and screen as-built drawings for completeness and accuracy before sending to Consultant.

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

1. Record Drawings. Provide as one (1) electronic CAD file, and one (1) PDF file within thirty (30) Business Days after the date Consultant receives copies of the complete and properly prepared "as-built" drawings from the City. PDF shall be in both full-sized (22" x 34") and half-sized (11" x 17") copies.

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

☒ On or before the following date: June 30, 2024.

☐ 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. 6 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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

| | |
|------------------------------------|------------------------------------|
| Name: Henry Zuo | Phone No.: (408) 635-4040 |
| Department: Environmental Services | Email: Henry.Zuo@sanjoseca.gov |
| Address: 700 Los Esteros Road | City/State/Zip: San José, CA 95134 |

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

| | | | <u>Required to File Form 700?</u> | | |
|---|------------------------------------|--------|--------------------------------------|------------------------|----|
| <u>Consultant's Contract Manager</u> | | | Yes Already Filed (Date Filed) | Yes Need to File | No |
| Name: Mark Nelson | Phone No.: (503) 423-4046 | | 12/31/2023 | | |
| Address: 2350 Mission College Blvd., Suite 525, Santa Clara, California 95054 | Email: MarkNelson@KennedyJenks.com | | | | |
| <u>Other Staffing</u> | | | | | |
| Name: | Assignment: | Email: | | | |
| 1. | | | | | |
| 2. | | | | | |

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 Systems |
| 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. | |

☒ **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. 6 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/AC | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$39,948 | \$0 | \$0 | \$10,952 | \$50,900 |
| Task 2: Engineering Services During Detailed Design, Construction and Commissioning | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$161,554 | \$0 | \$1,050 | \$136,179 | \$298,783 |
| Task 3: Post-Construction Services | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work | \$10,885 | \$0 | \$0 | \$8,400 | \$19,285 |
| Maximum Compensation | | \$212,387 | \$0 | \$1,050 | \$155,531 | \$368,968 |