

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

1a. CPMS Contract No.: 9438-4 1b. AC Contract No.: 31415

2. Approved Service Order No. 02

3. Consultant's Name: Kennedy Jenks ("Consultant")

4. Project Name: Outfall Channel and Instrumentation Improvements - Construction Management Services ("Projects")

5. Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF")

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), "C" (Compensation Table) and "D" (Level of Effort), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	9,433,179.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	953,743.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	8,479,436.00

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: 7678 RC: 181255 Amount: \$953,743.00


Authorized Signature:  Date: Nov 1, 2021
Harpal Singh (Nov 1, 2021 09:36 PDT)

8. **Division Analyst Approval:**  Date: Nov 1, 2021

9. **Consultant Approval:**  Date: Oct 27, 2021
Jon Westervelt (Oct 27, 2021 16:47 PDT)

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

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

Approved as to Form:  Date: Nov 1, 2021
 (Sr.) Deputy City Attorney

11. **City Director Approval:**  Date: Nov 3, 2021
Napp Fukuda (Nov 3, 2021 08:30 PDT)

 Nov 2, 2021

Attachment A: Tasks

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 Outfall Channel and Instrumentation Improvements Project ("Project") includes the replacement or rehabilitation of the existing outfall weir boards system, rock riprap erosion protection, monitoring instrumentation and equipment, and the electrical transformer located adjacent to the sulfur dioxide building ("SO₂-Building"). The Project will also improve staff access to the SO₂-Building and transformer pad by raising the elevation of the existing ground around the SO₂-Building and provide new lighting adjacent the existing bridge. An effluent flow meter vault and associated controls and communications panel will be installed at the Daylight Station. A fiber optic communications system will be installed between the SO₂-Building, Daylight Station, and the Disinfection Building to provide improved communications and operational flexibility for these remote facilities. The construction is scheduled to begin in December 2021 with substantial completion by December 2022.

The objective of the Service Order No. 2 ("SO") is for Consultant to provide professional construction management/resident engineer and electrical inspection services and coordinate, inspection, testing, start-up and commissioning services for the Project.

This SO consists of the following tasks:

- | | |
|-------------|----------------------------------|
| Task No. 1: | Project Management |
| Task No. 2: | Construction Management Services |
| Task No. 3: | Construction Inspection Services |

Task No. 1: Project Management

- A. Services:** Consultant's Construction Manager shall make staffing assignments, review and track work progress, and serve as the primary point of contact when communicating with the City. Consultant Construction Manager shall manage the consultant and subconsultant staff, SO budget, project construction contingency, construction schedule and monthly invoicing of the construction services provided.

Consultant shall follow the City's standards, CIP Construction Administration Plan ("CIP CAP") and contract documents.

Consultant shall perform the following project management activities.

1. **Daily Oversight:** Consultant shall oversee the daily management of SO scope, deliverables, including monitoring and evaluating safety, quality, construction cost and schedule, staff budget, performance of Consultant's staff, sub-consultant's staff and the contractor.
2. **Coordination:** Consultant shall coordinate work with its staff, City staff, design engineer, contractor, subcontractors as appropriate, necessary and requested by the City. All work performed should be coordinated with other CIP construction projects currently underway to avoid duplication, confusion, or conflicts.
3. **EADOC Software:** Consultant shall utilize the Bentley ProjectWise, formerly known as

EADOC, the CIP's web-based document management system for correspondence among the contractor, design engineer and the City on construction documents, including pay applications, submittals, Request for Information ("RFI"), Design Change/Clarification Memo ("DCM"), construction schedule, Potential Change Order ("PCO"), Contract Change Order ("CCO"), Notices to contractors, inspection reports and testing results. Consultant shall manage and track all construction documents in EADOC and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution. The City will provide training on how to use EADOC. The City may change the document management system during the contract and Consultant shall utilize any new systems adopted by the City.

4. **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, inspection or investigations. The HASP shall describe Consultant's confined space entry program, compliance with COVID-19 requirements and guidelines, and how Consultant plans to complete field work at the RWF. The HASP shall be consistent with the CIP safety requirements and shall be updated as new conditions are encountered.
5. **Monthly Progress Reports:** Consultant shall prepare and submit a monthly progress report for the Project by the tenth of each month. The monthly progress report shall summarize the progress made on each task of the SO for the month, estimate the overall project's percent completion, and include an estimated cost at completion, consultant's staff cost at completion, and forecast schedule at completion. The monthly report shall also address any potential change orders, significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting construction milestones due within the next thirty (30) days for some reason beyond the Consultant's control).
6. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month. Each invoice shall be accompanied by the monthly progress report for the invoice's billing period.

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

1. HASP provided as a PDF file;
2. Monthly progress reports provided as a PDF file; and
3. Monthly invoices provided as a PDF file with each monthly progress report.

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

- On or before the following date: March 31, 2023.
- On or before ____ Business Days from ____.

Task No. 2: Construction Management Services

A. Services: Consultant shall provide one (1) full time construction manager for the Project. The construction manager shall also provide Resident Engineer services as defined below. The construction manager shall act as an extension of the City and serve as the primary point of contact when communicating with the contractor. The construction manager shall be co-located at the RWF to provide construction management services. The construction manager shall lead the construction management team to encompass the enforcement of all construction contract requirements and codes, and to deliver the project to the overall construction value including contract value, construction contingency and schedule. The City will provide administrative support for documentation as needed, and construction manager shall manage and coordinate City staff assigned to the construction management for the Project.

The services shall include but are not limited to:

1. Pre-Construction Services

- a. Contract Documents Review: Review contract documents to become familiar with the Project and contract requirements.
- b. Site Walks: Participate in site walks with the CIP Project Management ("PM") team and the CIP Construction Management ("CM") team to confirm locations for construction trailers, staging areas, traffic and shutdown planning or to investigate site conditions.
- c. Pre-Construction Meeting: Organize and facilitate a Pre-Construction Meeting and site walk with the contractor, design engineer and City staff, and prepare meeting agenda, presentation and meeting minutes.
- d. Pre-Construction Scheduling Meeting: Coordinate with the project construction scheduler to set up a Pre-Construction Scheduling Meeting. The project construction scheduler will conduct the meeting with the contractor, design engineer and City staff, and prepare meeting agenda, presentation and meeting minutes. Review the Contractor's schedule to confirm conformance to the contract documents in coordination with City project controls staff.
- e. Pre-Construction Environmental Monitoring: Obtain environmental awareness orientation. Monitor field activities and coordinate with the City or external agencies. Verify applicable permits and confirm that work complies with required restrictions as contained in the permits.
- f. Pre-Construction Environmental Surveys: Confirm the Pre-Construction Environmental Surveys are conducted and documented.
- g. Project Labor Agreement Pre-Construction Meeting: Coordinate with the Building Trades Council to schedule a Project Labor Agreement ("PLA") Pre-Construction Meeting, which is a mandatory meeting to be attended by the contractor, subcontractors of all tiers and representatives of all unions that are signatory to the PLA.

2. Construction Services

a. Construction Meetings

- (1) Construction Progress Meetings: Organize and facilitate weekly construction progress meetings with the contractor, design engineer and City staff to discuss overall construction progress, construction document status, 3-week look ahead schedule, inspections, contract requirements and non-compliance or incomplete work.
- (2) Project Team Meetings: Organize and facilitate weekly construction update meetings with the CIP PM team and design engineer to provide an update on progress, issues, change orders, schedule and risks.
- (3) Construction Coordination Meetings: Organize and facilitate coordination meetings with the RWF Operations and Maintenance ("O&M") staff and/or other construction project teams as appropriate and necessary to coordinate construction activities, process shutdowns and tie-ins, changes during construction, start-up, testing and commissioning.
- (4) Construction Scheduling Meetings: Organize and facilitate construction scheduling meetings with the contractor, project schedulers and City staff as appropriate and necessary to coordinate construction schedule review and updates.
- (5) Prepare agendas and meeting materials in advance of the meeting and prepare minutes following each meeting.
- (6) Attend other meetings including construction management team reporting/briefing

meetings, CIP leadership update meetings, and CM and O&M coordination meetings.

- (7) Organize and facilitate testing, start-up and commissioning meetings in coordination with the Testing, Startup and Commissioning ("TSC") staff.
- (8) Organize and facilitate meetings to discuss, negotiate and resolve PCOs and change orders.
- (9) Organize and facilitate ad-hoc meetings as required to address and resolve specific issues and other matters.

b. Correspondence and Communication

- (1) Follow communication protocols described in the CIP CAP.
- (2) Communicate City's official directions and decisions to the contractor.
- (3) Interface with the CIP PM team to review construction issues, schedule and cost impact.
- (4) Prepare monthly CM reports to describe construction progress and key activities of the month, provide updates on construction contract cost and schedule milestone, and highlight risks, significant PCOs, claims, and other issues of concerns. Include proposed actions to resolve issues and outstanding matters.

c. Submittal Review Management

- (1) Review contractor's Schedule of Submittals for completeness and confirm that key submittals for long lead items are reflected in the contractor's baseline schedule.
- (2) Identify and monitor the schedule for critical submittals.
- (3) Review all contractor's submittals for completeness and general compliance with the contract documents prior to submission to the design engineer and/or the City. Forward submittals to the design engineer and/or the City for review as appropriate. Coordinate the City's comments with the design engineer and provide official response to the contractor.
- (4) Log submittals properly. Track and report on submittals including overdue submittals. Manage actions to resolve submittal issues including overdue submittals and responses.

d. RFI and DCM Management

- (1) Review all contractor's RFIs prior to submission to the design engineer and/or the City. Forward them to the design engineer and/or the City for response as appropriate. Coordinate the City's response with the design engineer and provide official response to the contractor.
- (2) Coordinate DCM development with the design engineer and the City. Provide official DCMs to the contractor.
- (3) Log RFIs and DCMs properly. Track and report on RFI and DCM. Manage actions to resolve RFI and DCM issues as needed and ensure timely RFI responses.

e. Schedule Monitoring and Review

- (1) Monitor and enforce Contractor's compliance with all aspects of the scheduling specifications in coordination with City's project controls. Recommend options for minimizing schedule risk to critical or near critical path activities.
- (2) Preliminary/Baseline Schedules - Review and provide comments and recommendations on the adequacy of the contractor's preliminary schedule and

baseline schedule to the project schedulers. Confirm all milestones are included in the baseline schedule.

- (3) Three-Week Look Ahead Schedules/Monthly Schedule Updates - Monitor and review schedules. Provide comments and coordinate deviations from baseline schedule with the project schedulers. Utilize three-week look ahead schedules to monitor and report contractor progress.
- (4) Develop actions to recover or mitigate schedule delays including contractor development of recovery schedules.
- (5) Review contractor submitted Time Impact Analyses ("TIAs") in coordination with the City's project controls.

f. Change Order Management

- (1) Evaluate technical and price components of the contractor's PCOs and make recommendations in coordination with City's cost control.
- (2) Prepare and issue Letter of Intent ("LOI") or Requests for Quotations ("RFQs") to the contractor for pricing.
- (3) Negotiate change orders with the contractor in coordination with the City.
- (4) Prepare and issue LOI or field directives for urgent work on force account in the event that a final price cannot be negotiated in advanced to maintain the project schedule.
- (5) Prepare contract change order documentation for City review and approval.
- (6) Coordinate daily inspection reports, submittals, RFIs and other documentation within EADOC to support or defend changes/claims.
- (7) Maintain logs of PCOs, CCOs and manage actions to resolve issues and overdue PCOs and CCOs.
- (8) Monitor construction value and contingency budget, report on current and forecasted construction value and contingency, identify risks to the contract value and contingency, and make recommendations on use of contingency.

g. Claim/Notice Management:

- (1) Respond to contractor's claims and notices.
- (2) Prepare and give the notices of non-compliance to the contractor.
- (3) Maintain files of all relevant documentation for all claims and potential claim issues.
- (4) Manage assessment of all contractor claims issues and contractor submittal of claim documents including TIAs.
- (5) Make recommendations for the resolution of contractor claims.

h. Process Shutdown Requests ("PSRs") Management:

- (1) Implement PSR protocol.
- (2) Organize and facilitate pre-PSR meetings and site walks with the contractor and the O&M staff.
- (3) Review contractor's PSRs and coordinate with the City.
- (4) Attend the PSR review meetings with the contractor and obtain the PSR approval from the City prior to commencement of work.
- (5) Confirm daily construction operations are coordinated with other on-going CIP

projects and O&M activities.

- i. Schedule of Values Review: Review and coordinate approval of contractor's Schedule of Values and confirm it is in compliance with contract documents.
 - j. Progress Payment
 - (1) Confirm progress payment is consistent with the request for payment.
 - (2) Monitor required monthly submissions (e.g., lien releases, record drawings, labor compliance, etc.)
 - (3) Review and recommend approval of contractor's progress payments based on observed percentage of work activities completed and the approved Schedule of Values.
 - (4) Coordinate the review of the contractor's certified payroll by the City.
 - k. Permits: Confirm all permits are obtained by the contractor and are implemented.
 - l. Safety
 - (1) Follow HASP.
 - (2) Confirm contractor and Consultant workers receive orientation training.
 - (3) Monitor Contractor compliance with their approved health and safety plan. Coordinate with the Contractor and the Health and Safety Manager to verify that Contractor has resolved all deficiencies and other issues with Contractor's health and safety.
 - (4) Report incidents to the CIP's safety manager and coordinate with CIP safety manager for input to contractor submitted PSRs.
 - (5) Monitor the implementation of the contractor's traffic control plan and dust control plan.
 - (6) Maintain records of contractor and project safety statistics and performance in coordination with the City's Health and Safety Manager.
 - m. City Staff Training: Train and mentor the City document management staff on all aspects of construction management.
 - n. Substantial Completion: Prepare and issue a Certificate of Partial Substantial Completion as applicable and a Certificate of Substantial Completion to the contractor upon City approval.
 - o. Provide contract administration services as required by the construction contract specifications and the City's Construction Administration Plan ("CAP").
 - p. Testing, Start-Up and Commissioning: Oversee and support testing, start-up and commissioning activities.
 - q. Monitor field construction progress and quality. Lead or assist in resolution of construction performance and quality issues including coordination with RWF O&M, PM, Design Engineer of Record and CIP leadership. Issue Non-Conformance Reports when required and verify that all NCRs are properly closed. Supervise inspection process including providing day to day direction to assigned inspectors.
3. Project Close-Out Services
- a. Manage the contract close-out in compliance with the contract requirements and City protocols.
 - b. Punch List: Prepare punch list and coordinate development of and tracking through

- completion.
- c. Record Drawings: Review and verify adequacy of as-built drawings at specified milestones.
 - d. Warranty/O&M Manuals and Training: Review and develop warranty tracking documentation.
 - e. Final Payment: Reconcile all contractor bid items, change orders and outstanding punch item list and prepare final payment document and lien release.
 - f. Claims: Confirm satisfactory resolution of outstanding claims.
 - g. Lessons-Learn Workshop: Organize and facilitate a lessons-learn workshop with the City staff. Prepare agendas and presentation in advance of the workshop and minutes following the workshop.
 - h. Close-Out Documents: Coordinate and prepare project close-out documents including:
 - (1) Factory Acceptance Test Reports
 - (2) Installation and Pre-Operational Testing Checklists
 - (3) Certificates of Proper Installation
 - (4) Testing, Start-up and Commissioning Plan
 - (5) Functional Testing Reports
 - (6) Operational Testing Report
 - (7) CMMS Data
 - (8) Equipment Summary Form
 - (9) Equipment Warranty Summary Form
 - (10) Spare Parts List
 - (11) Standard Operating Procedures
 - (12) O&M Manuals
 - (13) Training Plan and Materials
 - (14) O&M Receipts of Warranties, Spare Parts, Manuals and Trainings
 - (15) Record Drawings
 - (16) Permits and Final Inspection Reports
 - (17) Project Completion Sign-Off Form
 - (18) Punch List Completion Form
 - (19) Project Completion Report
 - (20) Project Performance Measurement Worksheet
 - (21) Certificate of Partial Substantial Completion as applicable
 - (22) Certificate of Substantial Completion
 - (23) Notice of Completion and Acceptance Memo
 - (24) Notice of Completion and Acceptance Form

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

specified in this SO including but not necessarily limited to the following:

1. Pre-Construction Services
 - a. Environmental awareness orientation sign-in sheet
 - b. Pre-construction environmental survey documentation
 - c. Pre-Construction meeting and pre-construction scheduling meeting agendas, presentation and meeting minutes
2. Construction Services
 - a. Meeting agendas and minutes
 - b. Monthly CM reports
 - c. Official submittal and RFI responses, and DCMs to the contractor
 - d. Review comments on preliminary schedule, baseline schedule, three-week look ahead schedule and monthly schedule updates
 - e. Recommendations for change orders
 - f. RFQs
 - g. Field directives
 - h. Contract change order approval documentation
 - i. Response letters to contractor's claims/notices
 - j. Notices of non-compliance
 - k. Review comments on PSRs and Schedule of Values
 - l. Recommendation for progress payments
 - m. Lien releases
 - n. Applicable permits
 - o. Incident reports
 - p. Certificate of partial substantial completion as applicable
 - q. Certificate of substantial completion
3. Project Close-Out Services
 - a. Punch list
 - b. Record drawings
 - c. Review comments on warranty and O&M manuals
 - d. Final payment documentation and lien release
 - e. Lessons-Learned Workshop agenda, presentation and minutes
 - f. Confirmation of satisfactory resolution of outstanding claims
 - g. Project close-out documents listed under Paragraph A.3.e of this task

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: March 31, 2023.
- On or before ____ Business Days from ____.

Task No. 3: Construction Inspection Services

A. Services: Consultant shall provide one (1) part time electrical inspector for the Project. The inspector shall be co-located at the RWF to provide day-to-day onsite electrical, instrumentation and control inspection services. The services shall include but are not limited to:

1. General Field Inspection

- a. Review contract documents to become familiar with the Project and contract requirements.
- b. Review and field verify contractor's pre-construction photos and videos.
- c. Inspect materials as they are delivered to the site for conformance to the contract documents and approved submittals.
- d. Observe and monitor contractor daily construction activities to confirm compliance with the contract documents, codes and permits.
- e. Oversee workmanship, quality, schedule and planning.
- f. Provide field coordination with the O&M staff for RWF impacting activities or with other construction projects for construction impacting activities.
- g. Maintain photographic records of progress.
- h. Monitor and record work executed on a daily basis and prepare daily inspection reports to document construction activities, work conditions, duration of activities, measurement of daily quantities completed, resources used (manpower, equipment and materials), testing and inspection performed, incomplete work, construction photos, safety and non-compliance issues. Utilize City's inspection report template.
- i. Review, analyze and record construction issues that could result in a scope, time or cost impact to the contractor's work. Report findings to the resident engineer and construction manager.
- j. Review contractor's as-built drawings monthly and confirm they are up to date.
- k. Maintain inspector's own as-built redlines and coordinate these with the CM and with the contractor to verify that they are up to date and accurate.
- l. Participate in construction progress meetings and identify schedule, quality or safety concerns.
- m. Verify spare parts provided by the contractor and hand them over to the O&M staff with proper documentation.
- n. Review RFIs and Design Change Memos to verify contractor compliance with up to date contract design documents.
- o. Track and monitor all non compliances for construction quality and verify correction.

2. Special Inspections and Material Testing

- a. Plan and coordinate special inspection and material testing with the third party inspection firm.
- b. Plan and coordinate code compliance inspections with the City Structural Engineering and Code Inspections.
- c. Plan and coordinate permit inspections with the permit agencies.
- d. Confirm all third party field inspectors have appropriate qualifications and maintain copies of all inspectors certifications.

- e. Prepare and submit inspection request forms.
 - f. Review and submit test reports, follow up with any non-conforming work requiring corrective action and schedule re-inspections.
3. Testing, Start-Up and Commissioning
- a. Review and provide comments on contractor's TSC plan.
 - b. Attend TSC meetings.
 - c. Assist TSC manager in coordinating activities and resolving testing issues.
 - d. Participate in TSC activities, witness and document all tests.
 - e. Document daily TSC activities and evaluate compliance with TSC plans and contract documents.
 - f. Maintain documentation to support sign-off of equipment required for TSC activities.
 - g. Compile completed test documentation.
 - h. Coordinate and participate in pre-final and final walkthrough inspections with the O&M staff and contractor, and prepare initial and completed punch list for outstanding work.
- B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager as specified in this SO including but not necessarily limited to the following:
- 1. General Field Inspection
 - a. Review comments on contractor's pre-construction photos
 - b. Daily inspection reports
 - c. Construction progress photos
 - d. Review comments on contractor's as-built drawings
 - e. Inspector's as-built redlines
 - f. Spare parts hand over documentation
 - 2. Special Inspections and Material Testing
 - a. Inspection request forms and testing reports for special inspections, material testing, code inspections and permit inspections
 - 3. Testing, Start-Up and Commissioning
 - a. Review comments on TSC plans
 - b. Daily TSC reports
 - c. Pre-Operational testing checklists
 - d. Testing results
 - e. Initial and completed punch lists
- 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: March 31, 2023.
 - On or before ____ Business Days from ____.

Attachment B: Terms and Conditions

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

Name: Scott Katric	Phone No.: 408-635-4043
Department: Public Works	E-mail: scott.katric@sanjoseca.gov
Address: 700 Los Esteros Road, 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>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>CONSULTANT's Contract Manager</u>				
Name: Jon Westervelt	Phone No.: (480) 399-5483	12/01/2020		
Address: 2350 Mission College Blvd., Suite 525, Santa Clara, CA 95054	E-mail: JonWestervelt@KennedyJenks.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1. Araceli Aguilar	Project Administrator			X
2. Ron Esmilla	Construction Manager/RC		X	
3. Jorge Luna	Construction Inspector	2/11/2021		
4.				

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any sub-Consultants.
- The Consultant can use the following sub-Consultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
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.	

Attachment C: Compensation Table

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

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task No. 1 – Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$30,397	\$0	\$0	\$0	\$30,397
Task No. 2 – Construction Management Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$719,261	\$0	\$16,758	\$0	\$736,019
Task No. 3 – Construction Inspection Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$141,297	\$0	\$46,030	\$0	\$187,327
Maximum Compensation		\$890,955	\$0	\$62,788	\$0	\$953,743

Attachment D: Level of Effort for Service Order 2 - Outfall - Construction Management Services

Staff List

Staff/Resource Name	Abbr.	Employee / Subconsultant / Contract Personnel	Role	Onsite/ Offsite	Actual Hourly Salary Rate (\$/hr)	Multiplier / Markup (per MCA)	Est. Billing Rate 7/1/2018 - 6/30/2019	Est. Billing Rate 10/1/2021 - 3/30/2022	Est. Billing Rate 4/1/2022 - 3/30/2023
Jon Westervelt	JW	Employee	Contract Manager	Offsite	\$ 113.36	3.31	\$ 375.22	\$ 375.22	\$ 386.48
Araceli Aguilar	AA	Employee	Project Administrator	Offsite	\$ 36.40	3.31	\$ 120.48	\$ 120.48	\$ 124.10
Ron Esmilla	RE	Employee	Admin Support	Onsite	\$ 98.12	2.82	\$ 276.70	\$ 276.70	\$ 285.00
Jorge Luna	JL	Employee	Construction Inspector	Onsite	\$ 72.39	2.82	\$ 204.14	\$ 204.14	\$ 210.26

(1) Actual Hourly Salary Rate: Hourly rate paid by consultant to employee, subconsultant, contracted personnel

(2) Multiplier rate is used for consultant employees, Markup is used for Subconsultants, and Contracted Personnel consultant

Estimated Hours for each Consultant & Subconsultant staff by Fiscal Year

Fiscal Year	2021-2022												2022-2023			
	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Month	184	168	160	184	168	168	192	160	184	168	168	136	168	168	168	
Hours in Each Month ⁽¹⁾	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Jon Westervelt	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Araceli Aguilar	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Ron Esmilla	184	168	160	184	168	168	192	160	184	168	168	136	168	168	168	168
Jorge Luna	192	176	168	192	176	260	296	248	284	260	260	212	260	176	176	176

(1) Hours in each month = number of working days in a month (e.g., 20 to 24 days) x 8 hours per day

Note: Hours shown in this Exhibit B, Attachment D are for estimating purposes only. Actual hours billed will be in accordance with the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement and Exhibit B, Basis of Compensation.

Attachment D: Level of Effort for Service Order 2 - Outfall - Construction Management Services

Estimated cost for each Consultant & Subconsultant staff by Fiscal Year

Fiscal Year		FY 2021-2022					FY 2022-2023						
Task	Staff Name	Jon Westervelt	Araceli Aguilar	Ron Esmilla	Jorge Luna	Jon Westervelt	Araceli Aguilar	Ron Esmilla	Jorge Luna	Jon Westervelt	Araceli Aguilar	Ron Esmilla	Jorge Luna
Billing Rate (\$/hr)	Initials	\$ 375.22	\$ 120.48	\$ 276.70	\$ 204.14	\$ 386.48	\$ 124.10	\$ 285.00	\$ 210.26	\$ 386.48	\$ 124.10	\$ 285.00	\$ 210.26
Task 1	Project Management and OA/OC, Meetings	16	16	0		12	12			32	32		0
Task 2	Construction Management Services			696				528				1320	
Task 3	Construction Inspection Services				0				180				492

(1) Billing Rate (\$/hr):

For employees with Multiplier: Rate (\$/hr) = hourly rate paid by consultant to employee (\$/hr) x multiplier rate

For Subconsultants or Contract Personnel: Rate (\$/hr) = subconsultant hourly rate (\$/hr) x markup rate (maximum 5%)

Task	Task Title	Multiplier Compensation	Contract Personnel	Reimbursable Expenses	Subconsultant Costs	Total Compensation
Task 1	Project Management	\$ 30,397	\$ -	\$ -	\$ -	\$ 30,397
Task 2	Construction Management Services	\$ 719,261		\$ 16,758	\$ -	\$ 736,019
Task 3	Construction Inspection Services	\$ 141,297		\$ 46,030	\$ -	\$ 187,327
		\$ -	\$ -	\$ -	\$ -	\$ -
	Maximum Compensation	\$ 890,955	\$ -	\$ 62,788	\$ -	\$ 953,743



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: 10/26/21 TOTAL PAGES: (INCLUDING THIS PAGE) 1

CONSULTANT NAME: Jon Westervelt
EMAIL: jonwestervelt@kennedyjenks.com
PHONE: 480-399-5483

X I agree to use electronic signatures

SIGNATURE OF CONSULTANT: *Jon Westervelt*

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: Select one

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666253 -002

Contractor: Kennedy Jenks Consultants, Inc.

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

Phone: 480.399.5483

Email: jonwestervelt@kennedyjenks.com

Contract Description: CM Kennedy Jenks Service Order 02 Outfall Channel and Instrumentation Improvements -- Construction Management Services

Term Start Date: 11/3/21 Term End Date: 3/31/23 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: \$953,743.00 Amount of Increase/Decrease: _____

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

Fund/Appropriation: _____

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

Tax Certificate No.: 234141210 Expiration Date: 2/15/2022

Department: ESD (76)

Department Contact: Scott Katric 408.635.4043 Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date