

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. 03	Master Agreement Records Database Contract No.: 666253
3. Consultant's Name: Kennedy Jenks Consultants, Inc. ("Consultant")	
4. Project Name: Construction Management and Inspection Services for Digester and Thickener Facilities Upgrade	
5. Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF"), 700 Los Esteros Road, San Jose, CA 95134	
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:	\$ 8,479,436.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$ 300,000.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$ 8,179,436.00
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: <u>512</u> Appn: <u>4127</u> RC: <u>144945</u> Amount: \$ <u>250,000.00</u>	
Fund: <u>512</u> Appn: <u>4127</u> RC: <u>144946</u> Amount: \$ <u>50,000.00</u>	
Fund: _____ Appn: _____ RC: _____ Amount: \$ _____	
Authorized Signature: <u><i>Harpal Singh</i></u> <small>Harpal Singh (Feb 16, 2022 10:10 PST)</small>	Date: <u>Feb 16, 2022</u>
8. Division Analyst Approval: <u><i>Mary Crippen</i></u>	Date: <u>Feb 16, 2022</u>
9. Consultant Approval: <u><i>Jon Westervelt</i></u> <small>Jon Westervelt (Feb 16, 2022 10:26 MST)</small>	Date: <u>Feb 16, 2022</u>
10. Approval as to Form (City Attorney):	
<input checked="" type="checkbox"/> Service Order Form Approved by the Office of the City Attorney (There are no material changes to the provisions of the Approved Service Order Form.)	
<input type="checkbox"/> Approved as to Form: _____ Date: _____ (Sr.) Deputy City Attorney	
11. City Director Approval: <u><i>Napp Fukuda</i></u> <small>Napp Fukuda (Feb 17, 2022 15:33 PST)</small>	Date: <u>Feb 17, 2022</u>

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 Digester & Thickener Facilities Upgrade Project ("Project") at the RWF includes the upgrade of four digesters to improve gas production and convert the current mesophilic system to a Temperature-Phased Anaerobic Digestion ("TPAD") process; upgrade six existing Dissolved Air Flotation Thickener ("DAFT") units to co-thicken primary and secondary sludge and capture and treat odor; construct a new primary sludge screening facility to protect DAFT equipment from debris and improve process efficiency; construct two new electrical buildings; and construct an external elevated gas piping system, gas flare system, and miscellaneous civil works. Construction for this project started in August 2016 with a projected substantial completion in June 2022.

The objective of the Service Order No. 3 ("SO") is for the Consultant to provide professional construction management, inspection, testing, start-up, and commissioning, and schedule management 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. 4: Testing, Start-up, and Commissioning Services
 - Task No. 5: Construction Schedule Management
-

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 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, and subcontractors as appropriate, necessary, and as requested by the City. All

work performed should be coordinated with other CIP construction projects currently underway to avoid duplication, confusion, or conflicts.

3. **Bentley ProjectWise CM Software:** Consultant shall utilize the CIP's web-based document management system Bentley ProjectWise CM, formerly known as EADOC, for correspondence among the contractor, design engineer, and the City on construction documents, including pay applications, submittals, Requests for Information ("RFI"), Design Change/Clarification Memos ("DCM"), construction schedules, Potential Change Orders ("PCO"), Contract Change Orders ("CCO"), Notices to contractors, inspection reports, and testing results. Consultant shall manage and track all construction documents in the Bentley ProjectWise CM 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 the Bentley ProjectWise CM software. 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 any field work, assessment, inspection, or investigation. 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 previous month, estimate the overall project's percent completion, and include an estimated Project construction cost at completion, consultant's staff cost at completion, and forecast completion date. 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) calendar 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.

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

- On or before the following date: September 30, 2022.
- On or before ____ Business Days from _____.

Task No. 2: Construction Management Services

- A. Services:** Consultant shall provide a construction manager for the Project. The construction manager shall 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, enforce all construction contract requirements and codes, and deliver the project to the overall construction

value including contract value and construction contingency and schedule. The construction manager shall coordinate with City staff assigned to construction management roles for the Project.

The Construction Management Services shall include but are not limited to:

1. 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 the overall construction progress, construction documentation status, 3-week look ahead schedule, recently held and upcoming inspections, contract requirements, contract non-compliance, and any 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 all meetings and prepare minutes following each meeting.
- (6) Attend other meetings including construction management team reporting/briefing meetings, CIP leadership update meetings, and CMT and O&M coordination meetings.
- (7) Organize and facilitate testing, start-up, and commissioning meetings in coordination with the Testing, Start-up, 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 CMT 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) Identify and monitor the contractor's schedule for critical submittals.
- (2) 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. Coordinate the City's comments with the design engineer and provide official response to the contractor.

- (3) Log submittals properly. Track and report submittal status including missing and overdue submittals. Manage actions to resolve submittal issues including missing and overdue submittals and responses.

d. RFI and DCM Management

- (1) Review all contractor's RFIs for completeness and apparent solutions prior to submission to the design engineer and/or the City PM. Forward them to the design engineer and/or the City for response. 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 RFIs and DCMs status including overdue items. Manage actions to resolve issues including overdue 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) 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.
- (3) Develop actions to recover or mitigate schedule delays including contractor development of recovery schedules.
- (4) 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 consultant.
- (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 Bentley ProjectWise CM 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 forecast construction value and contingency, identify risks to the contract value and

contingency, and make recommendations on use of contingency.

g. Claim/Notice Management:

- (1) Review and coordinate with City on responses to contractor's claims and notices. When directed by the City, respond to contractor claims and notices.
- (2) After consulting with the City, 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 assessments of all contractor claims issues and contractor submittal of claim documents including TIAs.
- (5) Make recommendations to the City for the resolution of contractor claims.

h. Process Shutdown Requests ("PSRs") Management

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

i. 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.

j. Permits: Confirm that contractor obtains and complies with all necessary permits for the Project.

k. Safety

- (1) Follow HASP.
- (2) Confirm contractor and Consultant workers receive orientation training.
- (3) Monitor Contractor compliance with its approved HASP. Coordinate with the Contractor and the Health, Safety, and Security Manager ("HSSM") to verify that Contractor has resolved all deficiencies and other issues with Contractor's HASP.
- (4) Report incidents to the City's Contract Manager and the CIP's HSSM.
- (5) Coordinate with CIP's HSSM for input to contractor submitted PSRs.
- (6) Monitor the implementation of the contractor's traffic control plan(s) and Storm Water Pollution Prevention Plan.
- (7) Maintain records of contractor and project safety statistics and performance in coordination with the City's HSSM.

l. City Staff Training: Train and mentor the City resident engineer and document

management staff on all aspects of construction management.

- m. Substantial Completion: Prepare and issue Certificates of Partial Substantial Completion and a Certificate of Substantial Completion to the contractor upon City approval.
- n. Provide contract administration services as required by the construction contract specifications and the CIP CAP.
- o. TSC: Oversee and support TSC activities.

2. Project Close-Out Services

- a. Manage the contract close-out in compliance with the contract requirements and City protocols.
- b. Punch List: Coordinate development of punch list and track items through completion.
- c. Record and As-Built Drawings: Review and verify adequacy of as-built and record drawings as described in the CIP CAP.
- 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 list items and prepare final payment document and lien release for City review and approval.
- f. Claims: Prior to final payment documentation and lien release, review all claim documentation and confirm satisfactory resolution of outstanding claims. Report to the City on claim resolution in conjunction with final payment documentation and lien release.
- g. Lessons-Learned Workshop: Organize and facilitate a lessons-learned workshop with City staff. Prepare agendas and presentation in advance of the workshop and minutes following the workshop.
- h. Close-Out Documents: Coordinate and transmit project close-out documents to the City including:
 - (1) Factory Acceptance Test Reports
 - (2) Installation and Pre-Operational Testing Checklists
 - (3) Certificates of Proper Installation
 - (4) TSC Plan
 - (5) Functional Testing Reports
 - (6) Operational Testing Reports
 - (7) Computerized Maintenance Management System Data, also known as Enterprise Asset Management 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 and As-Built 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.

Provide all documents and deliverables specified in this SO including but not limited to the following:

1. Construction Services:
 - a. Meeting agendas and minutes
 - b. Monthly Construction Management reports
 - c. Official submittal and RFI responses, and DCMs to the contractor
 - d. Recommendations for change orders
 - e. RFQs
 - f. Field directives
 - g. Contract change order approval documentation
 - h. Response letters to contractor's claims/notices
 - i. Notices of non-compliance
 - j. Review comments on PSRs and Schedule of Values
 - k. Recommendation for progress payments
 - l. Lien releases
 - m. Applicable permits
 - n. Incident reports
 - o. Certificate of partial substantial completion as applicable
 - p. Certificate of substantial completion
2. Project Close-Out Services:
 - a. Punch list
 - b. Record and As-Built 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.2.hof this task
- C. Completion Time:** Consultant must complete the services and deliverables for this task in accordance with whichever one of the following is marked:
- On or before the following date: September 30, 2022.
 - On or before ____ Business Days from _____.

Task No. 3: Construction Inspection Services

- A. Services:** Consultant shall provide a mechanical/electrical inspector for the Project. The inspector shall be co-located at the RWF to provide day-to-day onsite mechanical, electrical, instrumentation and control inspection services. The Construction Inspection 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 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 Field Inspector Daily Reports to document construction activities, work conditions, duration of activities, measurement of daily quantities completed, resources used (manpower, equipment, and materials), site visitors, 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 DCMs to verify contractor compliance with up-to-date contract design documents.
 - o. Track and monitor all non-conforming construction work, recommend corrective action to the City, and if directed by the City, to the contractor, and verify corrective work once

performed by the contractor.

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's Structural Engineering and Code Inspections ("SECI") group.
- c. Plan and coordinate permit inspections with the applicable 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 City 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.

Provide all documents and deliverables specified in this SO including but not limited to the following:

1. General Field Inspection:

- a. Field Inspector Daily reports
- b. Construction progress photos
- c. Review comments on contractor's as-built drawings
- d. Inspector's as-built redlines.
- e. 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. TSC:

- 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 is marked:
- On or before the following date: September 30, 2022.
 - On or before ____ Business Days from _____.

Task No. 4: Testing, Start-up, and Commissioning Services

- A. Services:** Consultant shall provide one TSC manager to perform TSC services before final acceptance of the Project. The TSC services shall include but are not limited to:
1. Review contract documents to become familiar with the Project and TSC requirements.
 2. Organize and lead workshops and progress meetings related to TSC for the project.
 3. Oversee and assist the contractor in the development of TSC plans.
 4. Coordinate with O&M staff to identify any conflicts that may occur with RWF operations.
 5. Review contractor's TSC plans and provide comments on the TSC activities, schedule, procedures, methods, and sequencing of work.
 6. Monitor compliance with TSC plans and schedule and coordinate with contractor, O&M staff, and CMT on resolution of all TSC issues.
 7. Coordinate PSRs for TSC activities.
 8. Identify adequate technical resources to support the TSC activities as required by the contract documents.
 9. Monitor pre-operational, functional, and operational testing.
 10. Identify and assist in resolving issues during TSC activities and provide general consultation regarding equipment installation and start-up issues for the Project.
 11. Review daily TSC reports and evaluate compliance with TSC plans and contract documents.
 12. Document areas of non-compliance and verify proper signoffs and quality checks have been completed for testing documentation and testing certifications.
 13. Coordinate with O&M staff to schedule O&M trainings provided by the contractor.
 14. Review and provide the City with comments on contractor provided training plans, vendor training program, O&M manuals, and SOPs, and design engineer provided facility operations manuals and SOPs.
 15. Participate in pre-final and final walk-through inspection with the City in preparation of a final punch list of outstanding items to be completed by the contractor before final acceptance of the Project.
- B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager.
- Provide all documents and deliverables specified in this SO task including but not limited to the following:
1. Workshop/Meeting agendas and minutes; and
 2. Review comments on TSC plans, daily TSC reports, training plans, SOPs, manuals, and punch

list.

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

- On or before the following date: September 30, 2022.
- On or before ____ Business Days from _____.

Task No. 5: Construction Schedule Management

A. Services: Consultant shall provide the following services, and document reports, reviews, and responses in Bentley ProjectWise CM:

1. Review the contractor's monthly schedule for logic, comparing to the baseline and last monthly construction schedule update;
2. Notify the contractor of changes and document responses for the record;
3. Keep the City apprised of the construction schedule, changes; and potential delays caused by the contractor or City; and
4. Provide recommendations to the contractor for each update and document the contractor's responses.

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

1. Monthly Schedule status reports.

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

- On or before the following date: September 30, 2022.
- 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: Virginia Farley	Phone No.: 408-635-4409
Department: Environmental Services	E-mail: virginia.farley@sanjoseca.gov
Address: 700 Los Esteros Road	City/State/Zip: San Jose, 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	2/16/2022		
Address: 4600 E Washington St, Suite 300 Phoenix, AZ 85034	E-mail: jonwestervelt@kennedyjenks.com			
<u>Other Staffing</u>				
Name:	Assignment:			
1. Kim Sloat	Construction Manager	1/26/2022		
2. Jorge Luna	Electrical/Mechanical Inspector	1/17/2022		
3.				
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. Dan Cortinovis (Independent Contractor)	TSC Services
2. The Tiburon Group, LLC	Construction Schedule Management
3.	

4. **Contract Personnel:** Whichever of the following is marked applies to this Approved Service Order:

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

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

5. **Consultant Staff Designation:** Pursuant to Exhibit B of the Agreement, the following staff roles are designated as Onsite Staff for the purpose of determining their applicable Multiplier under this SO. All staff roles not listed below are Offsite Staff for this SO.

SO Staff Role	Home Office
Construction Manager	
Electrical/Mechanical Inspector	

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 type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$15,651	\$	\$	\$	\$15,651
Task No. 2 – Construction Management Services	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$155,083	\$	\$8089	\$	\$163,172
Task No. 3 – Construction Inspection Services	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$54,267	\$	\$8090	\$	\$62,357
Task No. 4 – TSC Services	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$36,560	\$	\$	\$13,440	\$50,000
Task No. 5 – Construction Schedule Management	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$	\$	\$	\$8,820	\$8,820
Maximum Compensation		\$261,561	\$	\$16,179	\$22,260	\$300,000



- 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: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666253-003

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 03 - Construction Management and Inspection Services for Digester Thickener and Facilities Upgrade

Term Start Date: Contract Start Term End Date: 9/30/22 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: _____ Amount of Increase/Decrease: _____

Option #: _____ of _____ Option Amount: _____ NTE/Updated Contract Amount: \$300,000

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: Select one

Tax Certificate No.: 234141210

Expiration Date: 2/15/23

Department: ESD (76)

Department Contact: Virginia Farley 408.635.4999 Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date