

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 Capital Improvement Program ("CIP") for the RWF currently has 11 projects in construction with a construction value of approximately \$470 million. Contracts range in size from \$5,000,000 to over \$125,000,000.

To assist the City with the timely delivery of projects in construction, the City desires to contract with the Consultant for provision of Senior Construction Manager ("SCM") services. The Consultant SCM shall support the City in managing a portfolio of construction projects and shall be responsible for overseeing the technical direction and implementation of their assigned projects, including providing day-to-day guidance and leadership to the City's construction management teams.

This Service Order No. 4 ("SO") consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Senior Construction Manager Services

Task No. 1: Project Management

- A. Services:** Project Management services include the Consultant's management and administration of this SO including staffing, staff support, SO budget and invoicing, and reporting on SO progress. Consultant shall review and follow the City's standards, CIP Construction Administration Plan ("CIP CAP") and contract documents for the assigned projects. 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. Bentley ProjectWise 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 the Bentley ProjectWise 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. 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: The CIP has a Health, Safety and Security Plan for all construction work. This includes COVID-19 management plan adopted for the CIP in compliance with all applicable State, County and local laws and regulations. The Consultant shall note that the

CIP has been deemed “essential services” which allows for construction works to be performed on site. The Consultant shall comply with this CIP management plan. The Consultant may provide its own Health and Safety Plan (“HASP”) if it believes necessary for its own staff. The Consultant’s HASP shall not be in conflict with the City’s CIP health and safety plan and COVID-19 management plan. 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 SO 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 SO’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.
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, if Consultant chooses to provide, 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 times is marked:

- On or before the following June 30, 2023.
- On or before ____ Business Days from ____.

Task No. 2: Senior Construction Manager Services

A. Services: Consultant shall provide one (1) full time SCM to provide construction management leadership for a group of CIP construction projects on a continuous time and material basis. The SCM shall report to the City’s Deputy Principal Construction Manager (“DPCM”). The SCM shall work closely with their assigned construction management teams to ensure projects are delivered on time and within budget. The SCM shall report progress and escalate issues to the DPCM.

The SCM’s specific tasks and responsibilities will include, but are not limited to the following:

1. Provide direct oversight on all construction processes, procedures and systems to assure proper project execution and integration into the operating facilities.
2. Perform direct oversight of all contractor contractual issues and enforcement of the contract requirements.
3. Monitor and support direct contract change order management and negotiations with all contractors.
4. Monitor the implementation of the construction management processes, procedures and tools including the Construction Administration Plan (“CAP”) and various process flowcharts and checklists.
5. Provide recommendations for updates to the CM processes and procedures where needed.

6. Participate in training of construction management staff on additional standard CM processes and procedures.
7. Provide management guidance, technical support and assure adherence with all weekly and monthly reporting processes on all projects for coordination with the DPCM.
8. Attend progress meetings to monitor contract progress, understand issues, support resolution of issues with contractors.
9. Monitor the planning and implementation of testing, start-up and commissioning of the construction contracts. Assist the CMs and their TSC support staff where required including coordination with RWF Operations and Maintenance.
10. Keep the DPCM informed of construction contract progress and issues. Ensure that key issues are identified and that solutions are developed to resolve or mitigate the impact of the issues. Recommend escalation of issues to senior leadership where appropriate.
11. Assist the DPCM with preparing and briefing reports to leadership on the progress of the construction contracts.
12. Attend weekly and monthly program meetings as requested.
13. Monitor the performance of the construction management staff and advise the DPCM where actions may be needed to address issues or improve performance.

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

- a. Reports on progress and issues for assigned construction management team contracts;
- b. Briefings to DPCM and CIP leadership as requested; and
- c. Recommendations when needed for improving CM processes, procedures and CM team staffing.

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

- On or before the following date: June 30, 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: Shelley Guo	Phone No.: (408) 793-4132
Department: Public Works	E-mail: shelley.guo@sanjoseca.gov
Address: 4245 Zanker Road	City/State/Zip: San Jose, CA 95134

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

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>CONSULTANT's Contract Manager</u>				
Name: Jon Westervelt	Phone No.: (480) 399-5483	02/16/22		
Address: 4600 E Washington St, Suite 300 Phoenix, AZ 85034	E-mail: jonwestervelt@kennedyjenks.com			
<u>Other Staffing</u>				
Name:	Assignment:	E-mail:		
1. Kim Sloat	Senior Construction Manager	01/26/22		
2. Araceli Aguilar	Administrative Assistant			x

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.	

5. Travel Expenses: Pursuant to Section 3.1 of Master Consultant Agreement, Exhibit B: Basis of Compensation, the following Onsite Staff is eligible for allowable commuting expenses:

Name	Home Office
Kim Sloat	Walnut Creek

6. 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
Senior Construction Manager

CPMS Contract No.: 9438-4
 Service Order No. 4
 Consultant: Kennedy Jenks Consultants, Inc.

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	\$24,390	\$0	\$0	\$0	\$24,390
Task No. 2 – Senior Construction Manager Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$681,589	\$0	\$24,000	\$0	\$705,589
Maximum Compensation		\$705,979	\$0	\$24,000	\$0	\$729,979

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

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

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

Type of Document: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666253-006

Contractor: Kennedy Jenks Consultants, Inc.

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

Phone: 408-399-5483

Email: jonwestervelt@kennedyjenks.com

Contract Description: Service Order 4 - Senior Construction Manager Services for FY 2022-23

Term Start Date: Contract Date Term End Date: 06/30/2023 Extension: No

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$729,979.00 Amount of Increase/Decrease: _____

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

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 2234141210

Expiration Date: 02/15/2023

Department: ESD (76)

Department Contact: Shelley Guo / 793-4132

Customer (Finance Only): ^^^ ^^^^^^^^^^^^^^^^^

Notes:



Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date