

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

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

2. ☐ First ☒ Second ☐ Third ☐ Fourth Amendment to Approved Service Order No. 5

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

Project Name: Electrical Inspection Services for Fire Life Safety Upgrades and Storm Drain System Improvements ("Project")

Amendment Description: This second amendment to Service Order No. 5 extends all task completion dates in Attachment A and increases compensation for Task 1 (Project Management) and Task 3 (Storm Drain System Improvement) 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 Budget/Fiscal Attachment ☐ Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached ☐ First ☒ Second ☐ Third Revised Budget/Fiscal Attachment.
- b. ☒ **Tasks – Attachment A:** The ☐ original ☒ First Revised ☐ Second Revised Attachment A is amended to read as set forth in the attached ☐ First ☒ Second ☐ Third Revised Attachment A.
- c. ☐ **Terms and Conditions – Attachment B:** The ☐ original ☐ First Revised ☐ Second Revised Attachment B is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Attachment B.
- d. ☒ **Compensation Table – Attachment C:** The ☐ original ☒ First Revised ☐ Second Revised Attachment C is amended to read as set forth in the attached ☐ First ☒ Second ☐ Third Revised Attachment C.
- 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:

Jon Westervelt

Email: jonwestervelt@kennedyjenks.com
Date: 03/27/2024 PDT

7. Approval as to Form (City Attorney):

☐ **Approved Service Order Amendment Form Approved by the Office of the City Attorney**

(There are no material changes to the provisions of the Approved Service Order Amendment Form.)



Approved as to Form:

Attorney
Kevin Fisher
Assist City Attorney U
kevin.fisher@sanjoseca.gov

Sr. Deputy City Attorney:

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 03/28/2024 PDT

8. City Director Approval:

Mariana Chavez Vazquez

Email: mariana.chavez-vazquez@sanjoseca.gov
Date: 03/29/2024 PDT

☐ First ☒ Second ☐ Third Revised Budget/Fiscal Attachment

1. This Revised Budget/Fiscal Attachment is attached to the ☐ First ☒ Second ☐ Third amendment to Approved Service Order No.5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

☐ Decreased from \$_____ to \$_____.

☒ Increased from \$572,880.00_____ to \$647,839.00_____.

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

a. Current unencumbered amount in Master Agreement:	\$ 6,157,821.26
b. Service Order Compensation for this Approved Service Order Amendment:	\$ 74,959.00
c. New unencumbered balance in Master Agreement:	\$ 6,082,862.26
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>(3,393.00)</u>	
Fund: <u>512</u> Appn: <u>404V</u> RC: <u>191315</u> Amount: \$ <u>78,352.00</u>	
Fund: _____ Appn: _____ RC: _____ Amount: \$ _____	
Fund: _____ Appn: _____ RC: _____ Amount: \$ _____	
Division Analyst Approval: <u><i>Mary Crippen</i></u> <small>Email: mary.crippen@sanjoseca.gov Date: 03/27/2024 PDT</small>	
Authorized Signature: <u><i>Harpal Singh</i></u> <small>Email: harpal.singh@sanjoseca.gov Date: 03/27/2024 PDT</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. 5 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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 RWF Capital Improvement Program ("CIP") has multiple projects under construction that require electrical inspection. While most projects have enough inspection needs to justify a full-time consultant inspector, the CIP has two projects that only need part-time electrical inspection services:

1. Fire Life Safety Upgrades
2. Storm Drain System Improvement

The Fire Life Safety Upgrades Project includes:

- Evaluation of existing fire alarm panels in 32 existing buildings
- Replacement of fire panels in seven existing buildings
- Standardization of fire panels in six newly constructed buildings
- Installation of new centralized fire alarm monitoring system compliant with current building and fire codes
- Removal of unused/redundant fire alarm equipment

The Storm Drain System Improvements Project will rehabilitate and upgrade the existing storm drain system to protect the RWF's infrastructure, equipment, tunnel, and buildings from flooding during significant storm events. The project scope includes work at seven pump stations, replacement of approximately 2,800 feet of storm drain piping, upgrades and improvements to slopes and inlets on various storm drain lines, and inspection, flushing and cleaning of pipelines.

In an effort to minimize construction delays, City staff authorized the Consultant to begin services on January 9, 2023, without an executed Service Order. The City Manager's Office has subsequently approved payment for work performed without a contract (see attached memo).

The objective of Service Order No. 5 ("SO") is for Consultant to provide construction electrical inspection services for the two projects. This SO consists of the following tasks:

- | | |
|-------------|--------------------------------|
| Task No. 1: | Project Management |
| Task No. 2: | Fire Life Safety Upgrades |
| Task No. 3: | Storm Drain System Improvement |

Task No. 1: Project Management

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

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, SO schedule, staff budget, and performance of Consultant's staff.
2. Coordination: Consultant shall coordinate work with its staff, and City staff, 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. 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.
4. 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, consultants 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.
5. 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 invoices 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: July 30, 2024.
- ☐ On or before ____ Business Days from

Task No. 2: Fire Life Safety Upgrades

- A. Services:** Consultant shall provide an electrical inspector for the Fire Life Safety Upgrades 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 noncompliance 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-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 Structural Engineering and Code Inspections ("SECI").
 - 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 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: July 30, 2024.
- ☐ On or before ____ Business Days from

Task No. 3: Storm Drain System Improvement

A. Services: Consultant shall provide an electrical inspector for the Storm Drain System Improvement 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 noncompliance 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-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 Structural Engineering and Code Inspections ("SECI").
 - 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 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: July 30, 2024.
 - ☐ On or before ____ Business Days from

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

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

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task 1 – Project Management	<input checked="" type="checkbox"/> Monthly	\$13,476	\$0	\$0	\$0	\$13,476
	<input type="checkbox"/> Completion of Task(s)					
	<input type="checkbox"/> Completion of Work					
Task 2 – Fire Life Safety Upgrades	<input checked="" type="checkbox"/> Monthly	\$388,980	\$0	\$37,663	\$0	\$426,643
	<input type="checkbox"/> Completion of Task(s)					
	<input type="checkbox"/> Completion of Work					
Task 3 – Storm Drain System Improvement	<input checked="" type="checkbox"/> Monthly	\$185,118	\$0	\$22,602	\$0	\$207,720
	<input type="checkbox"/> Completion of Task(s)					
	<input type="checkbox"/> Completion of Work					
Maximum Compensation		\$587,574	\$0	\$60,265	\$0	\$647,839