

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

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1a. CPMS Contract No.: 9443 1b. Master Agreement AC No.: 31588

2.  First  Second  Third  Fourth Amendment to Approved Service Order No. 1

3. Consultant's Name: Project Controls Joint Venture LLC ("Consultant")

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Project Name: Construction Management Project Controls Services ("Project")

Amendment Description: This second amendment to Service Order 1 extends the duration and adds compensation for all tasks. It also replaces two scheduling staff.

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**4. The above-referenced Approved Service Order is amended as follows:**

a.  **Budget/Fiscal:** The  original Budget/Fiscal information in Section 7 of the Approved Service Order  First Revised  Second Revised 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  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.

5. Each of the attachments to this amendment is incorporated herein by reference.

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6. **Consultant Approval:** Xiomara Merlin Date: Jun 16, 2022

**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 Form.)

**Approved as to Form:**

(Sr.) Dept. City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

8. **City Director Approval:** Mariana Chavez Date: Jun 16, 2022  
for Napp Fukuda

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. 1 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 \$2,075,000.00 to \$3,926,769.00.

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

a.	Current <b>unencumbered</b> amount in Master Agreement:	\$	3,925,000.00
b.	Service Order Compensation for this Approved Service Order 01 Amendment:	\$	1,851,769.00
c.	New unencumbered balance in Master Agreement:	\$	2,073,231.00
d.	<b>Appropriation Certification:</b> 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: 7481	RC: 171620      Amount: \$1,096,834.00
	Fund: 512	Appn: 7074	RC: 181275      Amount: \$270,138.00
	Fund: 512	Appn: 7224	RC: 191985      Amount: \$61,395.00
	Fund: 512	Appn: 7681	RC: 188955      Amount: \$102,325.00
	Fund: 512	Appn: 7677	RC: 185195      Amount: \$161,345.00
	Fund: 512	Appn: 7227	RC: 181485      Amount: \$159,732.00
	Division Analyst Approval:	<u>Mary Crippen</u>	Date: <u>Jun 16, 2022</u>
	Authorized Signature:	<u>Harpal Singh</u>	Date: <u>Jun 16, 2022</u>

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

This Revised Attachment A is attached to the  First  Second  Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

The original Attachment A, including any exhibits thereto, is deleted in its entirety and replaced by the following:

**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. These projects will require construction management controls services support. One of the recommendations of the construction management readiness assessment, completed in Fall 2019, was the addition of program and project-level cost and schedule controls services (“Services”).

The objective of this Service Order No. 1 (“SO”) is for the Consultant to provide construction management controls, scheduling, and estimating services for active CIP projects.

This SO consists of the following tasks.

- Task No. 1: Project Management
- Task No. 2: Project Controls Lead
- Task No. 3: Project Scheduler

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### Task No. 1: Project Management

- A. Services:** Consultant’s project manager (“PM”) shall make staffing assignments, review and track work progress, coordinate quality management and review procedures, and serve as the primary point of contact when communicating with the City. Consultant’s PM shall manage the budget, schedule, and invoicing. Consultant’s PM shall also prepare and maintain a log to record decisions made by City throughout the Project and manage the quality of deliverables.

Consultant shall follow the City’s standards, CIP Construction Administration Plan (“CIP CAP”) and contract documents. The Consultant shall utilize the City’s selected program and project schedule control tools and processes including Oracle Primavera P6, PrimaViewer, and the Loadspring Cloud Platform. Consultant shall perform the following project management activities:

1. Daily Oversight: Consultant shall oversee the daily management of scope, deliverables, schedule and budget.
2. Coordination: Consultant shall coordinate work with internal staff, subconsultants, City staff, and other City consultants as appropriate and necessary. All work performed and all work

products should be coordinated with other CIP projects currently underway to avoid duplication, confusion, and conflicts.

3. ProjectWise Software: Consultant shall utilize the Bentley ProjectWise CM, 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 assist in managing and tracking all construction schedule and cost 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. Project Work Plan: Consultant shall prepare and submit a Project Work Plan ("PWP") detailing tasks to be performed, schedule, deliverables (including their requirements and resources needed). The PWP does not need to be updated monthly.
5. 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, or investigations of certain Project elements. 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, assessments, and/or investigations at the RWF. Consultant's HASP must comply with the CIP HASP and shall be updated as new conditions are encountered.
6. Quality Management: Consultant shall develop and implement a Project-specific Quality Management Plan ("QMP") to support the execution of the work required by this SO. The QMP shall describe Consultant's overall quality management process, identify the quality reviewers and the review levels associated with each Project milestone and deliverable.
7. Kickoff Meeting: Consultant shall organize and facilitate a Kickoff Meeting with City staff. Consultant's PM and the appropriate Project team members shall attend the Kickoff Meeting. Topics to be discussed at the meeting shall include the following:
  - a. Introduction of key Consultant and City Project team members;
  - b. Presentation of Consultant's QMP;
  - c. Review of Consultant's understanding of the Project need and objectives;
  - d. Summary of Project scope, work plan, schedule and deliverables;
  - e. Recap of previously completed analyses, studies, and reports associated with the Project;
  - f. Discussion of other CIP or maintenance projects underway and planned that may be dependent on and/or have implications for the Project;
  - g. Additional information Consultant has deemed relevant to or necessary for Project and for which City may address by transmitting an existing document; and
  - h. Confirmation of next steps.

Consultant shall prepare an agenda and meeting materials in advance of the Kickoff Meeting and shall prepare meeting minutes following the Kickoff Meeting.

8. **Progress Meetings:** Consultant shall organize and facilitate monthly meetings to discuss the Project's progress and any other issues as needed. Monthly meetings shall be held unless the City determines otherwise. Topics discussed at the monthly meetings shall be determined in collaboration with the City. Consultant shall prepare agendas and meeting materials in advance of the monthly meetings and shall prepare meeting minutes following each monthly meeting.
9. **Project Decision Log:** Consultant shall prepare and maintain a Project Decision Log ("PDL") that documents the City's comments and decisions made related to the Project and Consultant's work. As applicable, the PDL shall reference other documents such as meeting minutes, technical memoranda, and reports for all decisions made. The PDL shall be updated every on a monthly basis and submitted with Monthly Progress Reports.
10. **Monthly Progress Reports:** Consultant shall prepare and submit a Monthly Progress Report by the tenth of each month, unless requested otherwise by the City's Contract Manager. The Monthly Progress Report shall be a brief written summary of the progress made on each task, estimate the overall task's percent completion, and include the status of each deliverable. The Monthly Progress Report shall also include any significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next 30 days for some reason beyond their control).
11. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month, unless requested otherwise by the City's Contract Manager. The invoices shall be accompanied by the Monthly Progress Report that describes the work completed during the invoice's billing period.

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

1. PWP:
  - a. The final PWP shall be provided as an electronic editable file and as a PDF file within ten (10) Business Days from issuance of Notice to Proceed ("NTP").
2. HASP:
  - a. A draft HASP shall be provided in an electronic editable file format within ten (10) Business Days from issuance of Notice to Proceed ("NTP") or at least twenty (20) Business Days prior to first scheduled field work, assessment, or investigation, whichever is later. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
  - b. The final HASP addressing City comments shall be provided as an electronic editable file and as a PDF file within five (5) Business Days after receipt of City comments.
  - c. Updated plans shall be provided, as new conditions are encountered and/or as requested by the City.
3. QMP:
  - a. A draft QMP shall be provided in an electronic editable file format when the draft PWP is provided to City. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments. The draft QMP can be included in the draft PWP.

- b. The final QMP addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments. The final QMP can be included in the final PWP.
  4. A Quality Review Form with Consultant's responses to the City's comments shall be submitted within five (5) Business Days after receipt of City comments on the draft deliverable.
  5. Kickoff and monthly meeting agendas and materials (e.g., handouts and presentation):
    - a. The draft agenda and materials shall be provided in an electronic editable file format five (5) Business Days in advance of the meeting date. Consultant shall allow City three (3) Business Days to review, compile, and provide comments.
    - b. The final agenda and materials addressing City comments shall be provided as electronic editable files and as PDF files no later than two (2) Business Days before the meeting. Consultant shall also provide sufficient printed copies of the final agenda and any handouts for meeting attendees.
  6. Kickoff and monthly meeting minutes:
    - a. Draft minutes shall be provided in an electronic editable file format within five (5) Business Days after the meeting. Consultant shall allow City a minimum of five (5) Business Days to review, compile, and provide comments.
    - b. Final minutes addressing City comments shall be provided as an electronic editable file and as a PDF file within three (3) Business Days after receipt of City comments.
  7. PDL:
    - a. The initial PDF shall be provided within 30 Business Days of the NTP in an electronic editable file format.
    - b. An updated PDL shall be provided monthly as an electronic editable file and as a PDF file with each Monthly Progress Report.
  8. Monthly Progress Reports shall be provided as a PDF file.
  9. Monthly invoices shall be 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 date: June 30, 2023.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## Task No. 2: Project Controls Lead

- A. Services:** Consultant shall provide one full-time Project Controls Lead (“PCL”) to maintain the CIP’s master construction schedule and the construction master budget, provide schedule and cost oversight of multiple project-level schedulers and project-level estimators, and provide claims mitigation support. Consultant PCL, as directed by City staff, shall oversee the work of all construction project schedulers which include Consultant’s schedulers and other third-party consultant schedulers. Consultant shall monitor the weekly / monthly activities of the Project Schedulers. PCL shall provide oversight of all project monthly schedule updates to ensure enforcement of the project level schedule specifications and that Project Schedulers are providing monthly trend analyses and variance reporting to Program standards.

The PCL shall report to the Deputy Principal Construction Manager (“DPCM”) and perform the following activities:

1. Construction Program Scheduling – Maintain the Master Construction Schedule database integrating active construction contracts’ monthly schedule updates. Report out on a monthly basis to the CIP’s Program Controls Manager and the Principal Construction Manager (“PCM”) on all projects, provide coordination with other CIP teams, and provide trend analysis and variance reporting.
2. Monitor the work of the Project Schedulers to verify that they are correctly and consistently following the CIP’s schedule management requirements and industry best practice, as defined in the Construction Administration Plan (“CAP”).
3. Establish guidance for the consistent application of schedule management for the projects including, for example, how Time Impact Analyses (“TIAs”) are to be managed.
4. Provide review, support and guidance to Construction Managers (“CMs”) and Project Schedulers on significant project schedule matters including approvals of baseline schedules, TIAs, and claims for time extensions.
5. Coordinate with DPCM and CMs on managing all construction scheduling across the program, coordinating staff workloads and priorities, and resolving any issues with project controls staffing.
6. Assist the CMs and Project Schedulers in managing workload issues to maintain sufficient schedule support to the projects. At times this may require the PCL to provide day to day schedule support when the Project Scheduler is not available or there is a capacity constraint.
7. Attend key schedule meetings with project teams and contractors including pre-construction schedule meetings, review of the project baseline schedule, development of the submittal schedule and monthly progress update meetings.
8. Meet periodically with all the Project Schedulers to discuss individual project schedule progress, scheduling issues, and lessons learned.
9. Develop tactical schedules for testing, start-up and commissioning (“TSC”) activities for each construction project at least nine (9) months in advance of TSC. Tactical schedules will be used to guide and monitor contractor’s detailed TSC schedules and to coordinate input to the programmatic TSC schedule.
10. Prepare reports for the PCM/DPCM and CIP leadership on construction schedule progress.
11. Program Reporting – Provide monthly Program level reporting to the CIP’s Program Controls

Manager on all active projects. Use and further develop Program level Monthly Construction Management Report. Provide Testing, Startup and Commissioning reporting as needed for coordination with RWF Operations and Maintenance.

12. Claims Mitigation Support – Provide claims mitigation support, as needed, for active or completed construction projects. Review contractor-submitted TIAs for specification conformance and validity. Perform independent analysis of contractor’s claims submittals for time and additional costs and provide recommendations for mitigation or settlement. Participate, as requested, in claims settlement strategy sessions with CIP staff and attend negotiation meetings with the contractor, if requested.

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

1. Monthly Master Construction Schedule database;
2. Monthly Master Construction Schedule trend analysis and variance reporting;
3. Monthly Program Construction Management Report;
4. As needed, Testing, Startup and Commissioning reporting; and
5. As needed, reports with recommendations for mitigation or settlement of contractor claims.

**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 \_\_\_\_\_.

**Task No. 3: Project Scheduler**

**A. Services:** Consultant shall provide up to three (3) full-time Project Schedulers to provide expert construction project controls to the City on multiple active construction projects during the term of the SO. The Project Schedulers shall provide schedule services on two (2) to three (3) active projects concurrently. They may also be requested to provide short-term support on other projects as and when required by project needs. Project Schedulers, as directed by CITY staff, shall perform any or all of the following activities:

1. Maintain and update the master CIP schedule and active project schedules on a monthly basis.
2. Preconstruction and Preconstruction Scheduling Meetings – Attend and participate in Preconstruction meetings as requested by the PCM, Project Manager and PCL. Attend, participate, and lead Preconstruction Scheduling Meeting as requested by PCM, Project Manager, and PCL in a collaborative environment with contractor’s schedule lead.
3. Perform the schedule management duties for their assigned construction project(s) including reviewing monthly schedule updates, three-week look-ahead schedules, recovery schedules, TIA assessments, and recommendations for approvals/rejections of schedule deliverables from the contractor(s). These duties should be completed in accordance with processes defined in the CAP.



4. Engage with the contractor's scheduler to monitor and coordinate the contractor's compliance with the contract specification's scheduling requirements.
5. Verify that contractors are in compliance with their contract schedule requirements and report to the CM. Support the CM to resolve scheduling issues. Where necessary bring in the Schedule Controls Lead to assist with resolution of these issues.
6. Keep the PCL adequately informed of their progress.
7. Bring schedule technical questions to the PCL for guidance.
8. Assist the CM with reporting on project progress.
9. Attend weekly progress and other meetings with the CM and contractor(s).
10. Assist the CM in coordinating with the Resident Engineer and Project Inspectors on verifying and documenting contractor progress and performance in the field.
11. Trend & Variance Reporting – Develop and maintain a Project Monthly Trend Analysis report and report out to PCL. Provide input to City program controls staff on construction project schedules to support program controls reporting.
12. "As Built" Schedule Update – Develop and maintain project As-Built Schedule and review / confirm contractor's compliance with As-Built Schedule requirements at the end of the project.
13. Develop tactical schedules for TSC activities for each construction project at least nine (9) months in advance of TSC. Tactical schedules will be used to guide and monitor contractor detailed TSC schedules and to coordinate input to the programmatic TSC schedule.
14. Change Order Review – Assist the Project CM with change order review tasks as requested, review all change order requests for time extensions.
15. Monthly Reporting - Provide monthly project reporting to Project CM, PCM on all active projects. Submit project monthly CM Reports. Provide reporting as needed for coordination with RWF Operations and Maintenance by Program PCL.
16. Claims Mitigation Support – Assist the Construction Manager with claims mitigation support. Review contractor submitted TIAs for specification conformance and validity. Perform independent analysis of contractor's claims submittals for time and cost and provide recommendations for mitigation or settlement. Report all findings to the PCL.
17. Participate, as requested, in claims settlement strategy sessions with the PCM and Project CM Teams and attend negotiation meetings with the contractor, if requested.
18. Attend and participate in Preconstruction and construction progress meetings as requested by the Principal CM, Project Manager and PCL.
19. Review Potential Change Orders ("PCOs") submitted by contractors for compliance with contract requirements and industry best practices for estimating and pricing changes. Provide recommendations to Construction Managers on all PCOs. When requested prepare independent cost estimates as a basis for evaluating PCOs. Support Construction Managers in negotiating and resolving PCOs with contractors.
20. Provide support to the Construction Management leadership to achieve consistency in PCO

pricing and resolution across all construction projects.

21. Assist the Project CM with cost control tasks as needed, provide monthly project budget reporting to PCL and the Project CM.
22. Assist the PCL in providing claims mitigation support. Perform independent analysis of contractor's claims submittals for cost and provide recommendations for mitigation or settlement. Report all findings to the PCL.
23. Participate, as requested, in claims settlement strategy sessions with the Construction Group Principal CM and Project CM Teams and attend negotiation meetings with the contractor, if requested.

**B. Deliverables:** Consultant shall provide the following documents to the City's Contract Manager in accordance with the frequency and definition outlined within the Program Execution Plan ("PEP"):

1. Monthly Project Construction Schedule in the LoadSpring Cloud Platform;
2. Assessments of contractor schedule submissions with comments and recommendations for approval;
3. Monthly Project Construction Schedule trend analysis and variance reporting;
4. Monthly Project Construction Budget database;
5. Monthly Project Construction Budget trend analysis and variance reporting;
6. Project As-Built schedule;
7. As needed, Testing, Startup and Commissioning detailed schedules;
8. As needed, reports with recommendations for mitigation or settlement of contractor claims;
9. Change Order Review and TIA review reports;
10. Assessments and recommendations on PCO pricing by contractors;
11. Independent cost/price estimates for PCOs; and
12. Contractor claims assessment reports.

**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 \_\_\_\_\_.

First  Second  Third **Revised Attachment B: Terms and Conditions**

This Revised Attachment B is attached to the  First  Second  Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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

Name: Shelley Guo	Phone No.: (408) 793-4132
Department: Public Works	E-mail: <a href="mailto:shelley.guo@sanjoseca.gov">shelley.guo@sanjoseca.gov</a>
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."***

		<b><u>Required to File Form 700?</u></b>		
<b><u>Consultant's Contract Manager</u></b>		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
Name: Nathan Merlin	Phone No.: 650-440-1133	01/21/22		
Address: 1135 Polk Ave., Sunnyvale, CA 94086	E-mail: Nathan@tdthornton.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:	E-mail		
1. Mike Webb	Project Controls Lead	mikewebb@thecmsolution.com	01/21/22	

2. Thomas O'Neill	Project Scheduler	Thomas.oneill@tdthornton.com	02/16/22		
3. Victor Larios (Fernandez Project Services)	Project Scheduler	victor.larios@fpscpm.com	01/14/22		
4. Justin Gavin	Project Scheduler	jdgivan@thecmsolution.com	02/14/22		
5. TBD	Project Scheduler				
6. TBD	Project Scheduler				

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

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

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. TBD	Project Scheduler
2. Fernandez Project Services	Project Scheduler
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, all Consultant staff are designated as Offsite Staff for the purpose of determining their applicable Multiplier under this SO.

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. 1 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 No. 1: Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$138,142	\$0	\$0	\$0	\$138,142
Task No. 2: Project Controls Lead	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$958,353	\$0	\$79,741	\$0	\$1,038,094
Task No. 3: Project Scheduler	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$1,713,824	\$0	\$24,560	\$1,012,149	\$2,750,533
<b>Maximum Compensation</b>		\$2,810,319	\$0	\$104,301	\$1,012,149	\$3,926,769.00

# 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: Amendment

Type of Contract: Consulting Services

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666444-003

Contractor: Project Controls Joint Venture LLC

Address: 1135 Polk Ave, Sunnyvale, CA 94086

Phone: 650-440-1133

Email: nathan@tdthornton.com

Contract Description: Second Amendment to Service Order 1 - Construction Management Project Controls Services

Term Start Date: 02/01/2021 Term End Date: 06/30/2023 Extension: Yes

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: \$2,075,000.00 Amount of Increase/Decrease: \$1,851,769.00

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$3,926,769.00

Fund/Appropriation: \_\_\_\_\_

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 6388181900

Expiration Date: 04/15/2023

Department: ESD (76)

Department Contact: Shelley Guo / 793-4132

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

Notes:



Department Director Signature: \_\_\_\_\_ Date

Office of the City Manager Signature: \_\_\_\_\_ Date