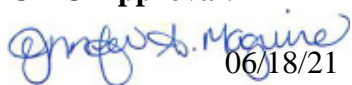


Memorandum

CITY COUNCIL ACTION REQUEST

Department(s): Public Works	CEQA: Not a Project, File No. PP17-003, Agreements/ Contracts (New or Amended) resulting in no physical changes to the environment.	Coordination: Risk Management and CAO	Dept. Approval: /s/ Matt Cano
Council District(s): Citywide			CMO Approval:  06/18/21

SUBJECT: SECOND AMENDMENT TO MASTER AGREEMENT WITH CONSTRUCTION TESTING SERVICES FOR SPECIAL INSPECTION SERVICES

RECOMMENDATION:

Approve the Second Amendment to the Master Agreement with Construction Testing Services (CPMS Contract No. 8650-A) from June 30, 2021 to December 31, 2021 for the sole purpose to complete special inspection services for the All-Inclusive Playground at Lincoln Glen Park Project.

BASIS FOR RECOMMENDATION:

On September 11, 2018, (Item 2.11) City Council approved the Master Agreement with Construction Testing Services (“CTS”) for special inspection services in the amount of \$750,000 with a term end date of December 31, 2020. The CTS agreement was extended through the City Manager’s Office to June 30, 2021 to complete various ongoing construction projects. Section 4.04.055 of the San Jose Muni Code authorizes the City Manager to extend the term of a contract for a period not to exceed 6 consecutive months from the last City Council approved termination date. The Master Agreement was procured through a Request for Qualifications (RFQ) process.

CTS is currently providing special inspection services for the All-Inclusive Playground at Lincoln Glen Park Project, expected to finish by Summer 2021. The project may extend beyond the current scheduled completion date of June 30, 2021 due to unexpected site conditions, which is why staff is recommending a December 2021 extension date. Extending the Master Agreement will allow the consultant to be paid for the work they have completed before the contract expiration date and for the project to proceed without delay while maintaining project delivery consistency. The extension will not require additional funding or impact the budget for the project.

Climate Smart San José: The recommendation in this memo does not have any negative impact on Climate Smart San José energy, water, or mobility goals.

Commission Recommendation/Input: No commission recommendation or input is needed for this action.

COST AND FUNDING SOURCE:

No additional funding is needed to approve the time extensions of these Master Agreements.

FOR QUESTIONS CONTACT: Katherine Brown, Deputy Director, Katherine.Brown@sanjoseca.gov

Attachments: (Draft Master Agreement Amendment #2 for CTS)



- ☒ FOR YOUR ELECTRONIC SIGNATURE
☐ FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Jane Wu

STAFF EMAIL: jane.wu@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 5/13/2021

TOTAL PAGES:
(INCLUDING THIS PAGE) 2

CONSULTANT NAME: Construction Testing Services

EMAIL: asolis@cts-1.com

PHONE: 925-462-5151

☐ I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

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): JANE.WU@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

☐ First

Amendment to Master City of San José Consultant Agreement

(Capital Projects)

☒ Second

☐ Third

Consultants Name: Construction Testing Services

(CPMS Contract No. 8650-A)
(Master Agreement AC No. 29663)

This Amendment to the Master Agreement is made and entered into this _____ day of _____, 2021. The City and the Consultant amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Master Agreement.
2. The provisions of this Master Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
4. ☒ **Agreement Term:** Section 2 is amended to extend the expiration date from June 30, 2021 to December 31, 2021.
5. ☐ **Maximum Total Compensation:** Subsection 10.1 is amended to ☐ Increase ☐ Decrease the Maximum Total Compensation from \$ _____ to \$ _____.
6. ☐ **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
7. ☐ **Schedule of Rates and Charges – Exhibit B:** The ☐ original ☐ First Revised ☐ Second Revised ☐ Third Revised Exhibit B is amended to read as set forth in the attached ☐ First ☐ Second ☐ Third Revised Exhibit B, which is incorporated by reference into this Amendment.

This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By _____

Name: Toni J. Taber, CMC Date
Title: City Clerk

Consultant

By  _____

Name: Patrick Greenan Date 5/13/2021
Title: President

Approval as to Form (City Attorney):

☐ Form Approved by the Office of the City Attorney.

(The Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

☒ Approved as to Form:

[Sr.] Deputy City Attorney Date

By _____

Name: Date
Title: