



**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 \$15,379.50 to \$25,379.50

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:	\$	2,793,196.29
b.	Service Order Compensation for this Approved Service Order Amendment:	\$	10,000.00
c.	New unencumbered balance in Master Agreement:	\$	2,783,196.29
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 funds(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.		
	Fund: <u>512</u>	Appn: <u>7224</u>	RC: <u>183495</u> Amount: <u>\$10,000.00</u>
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Division Analyst Signature: <u>Mary Crippen</u>		Date: <u>Sep 9, 2021</u>
	Authorized Signature: <u>Harpal Singh</u> <small>Harpal Singh (Sep 9, 2021 16:09 PDT)</small>		Date: <u>Sep 9, 2021</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. 5 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:

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

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**General Description of Project for which Consultant will Provide Services:** The Project will replace and/or upgrade the control equipment in the Secondary B Battery and Nitrification B Battery treatment areas. The Project scope includes replacing 52 flow meters, 24 valves, 12 valve actuators, 26 sensors and transmitters, associated piping modifications, and electrical improvements. Major construction work will be performed during the planned maintenance shutdown periods for each battery in 2019 and 2021, respectively.

The objective of Service Order No. 5 ("SO") is for Consultant to provide special inspection and material testing services during construction phase of the Project. This SO consists of the following tasks:

- Task No. 1: On Site Testing & Inspections
- Task No. 2: Offsite Testing and Inspections
- Task No. 3: Laboratory Testing & Engineering

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**Task No. 1: On Site Testing & Inspections**

- A. Services:** The Consultant shall provide testing and inspection of concrete, structural steel, and miscellaneous field testing services, as requested by the City, during the construction of the Project. The inspections and testing shall be performed in accordance with the approved Project plans and specifications, and Chapter 17 - Special Inspections and Tests of the 2016 California Building Code ("CBC"). The testing and inspection shall include, but not be limited to, the following activities:
1. Miscellaneous field testing services, including epoxy bolts (installation observation), epoxy bolts (proof loading/pull testing), expansion anchor (installation observation), and expansion anchor (torque testing).
  2. Structural steel inspection including, but is not limited to, structural steel erection, member verification, bolting inspection, field welding, Ultrasonic Testing/Magnetic Particle Testing, Ground Penetrating Radar ("GPR") scanning, and steel shop visits.
  3. The Inspector will require the following certifications:

- a. Soils Inspectors – Shall be certified by ICC for soils special inspection.
- b. Concrete Inspectors – Shall be certified by the American Concrete Institute (“ACI”) and International Code Council (“ICC”) for reinforced concrete.
- c. Structural Steel Inspectors – Shall be certified by American Institute of Steel Construction (“AISC”).
- d. Welding Inspectors – Shall be certified by American Welding Society (“AWS”) and ICC for Structural Steel and Welding/Bolting.

**B. Deliverables:** The Consultant shall provide the following deliverables in PDF format and submit through the City’s project management application software (EADOC):

1. Reports – Provided as a PDF file through EADOC including:
  - a. Certification of inspectors within fifteen (15) business days after issuance of Notice to Proceed by the City; and
  - b. Daily Field Reports submitted to the City Project Inspector within twenty-four (24) hours of inspection; and
  - c. Weekly Summary Reports submitted to the City Contract Manager within 1-week of observation.

**C. Completion Time:** The 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: December 31, 2021.
- On or before \_\_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 2: Offsite Testing & Inspections**

**A. Services:** The Consultant shall conduct structural steel inspections, as requested by the City, during the construction of the Project. The structural steel inspections shall be performed in accordance with the approved Project plans and specifications, CBC Section 1705, including Sub-section 2, Steel Construction and American Welding Society D1.1. The structural steel inspections shall include, but not be limited to, the following activities:

- a. Shop inspections;
- b. Verification and inspection of field structural steel welding; and
- c. Ultrasonic Testing (“UT”)/Non-Destructive Testing (“NDT”) of structural welds.

Inspectors shall be certified by AWS and ICC for Structural Steel and Welding/Bolting

**B. Deliverable:** The Consultant shall provide the following deliverables in PDF format and submit through EADOC:

- a. AWS and ICC Certification of inspectors;
- b. Daily Field Reports submitted to the City Project Inspector within twenty-four (24)

- hours of inspection; and
- c. Final Report/Affidavit submitted to the City Contract Manager upon completion of all stainless steel inspections.

**C. Completion Time:** The 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: December 31, 2021.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_

**Task No. 3: Laboratory Testing & Engineering**

- A. Services:** The Consultant shall provide project management for all tasks listed, but not be limited to:
- a. Staffing assignments;
  - b. Project administration;
  - c. Coordination with City;
  - d. Management of the budget, schedule and invoicing; and
  - e. Review of final reports/affidavits.

The Invoices shall provide breakdown of labor cost and equipment cost by task and include task number and activities performed.

- B. Deliverable:** The Consultant shall provide the following deliverables in PDF format and submit through EADOC:
- a. Monthly invoices: Consultant shall prepare and submit invoices on a monthly basis. The invoices shall be accompanied by the monthly progress report that describes the work completed during the invoice's billing period.
  - b. Monthly Budget Analysis: Consultant shall prepare and submit a monthly budget analysis within five (5) Business Days from the last calendar day of the reporting month, unless requested otherwise by the City's Contract Manager; and
  - c. Final Report/Affidavit submitted to the City Contract Manager within 3-weeks of completion of all testing and inspections.

**C. Completion Time:** The 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: December 31, 2021.
- 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. 5 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: Norman Mascarinas, P.E.	Phone No.: 408-635-4006
Department: Public Works	E-mail: norman.mascarinas@sanjoseca.gov
Address: San José-Santa Clara Regional Wastewater Facility, 700 Los Esteros Road, 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 17.2 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
<b><u>Consultant's Contract Manager</u></b>				
Name: Brain Joyce	Phone No.: (925) 519-0267		X	
Address: 2118 Rheem Drive Pleasanton, CA 94588	E-mail: bjoyce@cts-1.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:			
1.				
2.				
3.				

**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.	
2.	
3.	

**4. Reimbursable Expenses:** If the Compensation Table set forth in **Attachment C** of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

- In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

**Notwithstanding the foregoing, any additional reimbursable expense(s) set forth in the above table will be disregarded if the Compensation Table states that the City will *not* reimburse the Consultant for any expenses.**

**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.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$14,901.28
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$1,904.00
3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$8,574.22
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of: \$	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) sub-consultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$	
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			<b>\$25,379.50</b>



# 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 # 663467-008

Contractor: Construction Testing Service

Address: 2118 Rheem Drive, Pleasanton, CA 94588

Phone: (925) 519-0267

Email: bjoyce@cts-1.com

Contract Description: First Amendment to Service Order 5 - 7757 Advanced Facility Control & Meter Replacement - Phase 1

Term Start Date: 03/30/2021 Term End Date: 12/31/2021 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: \$15,379.50 Amount of Increase/Decrease: \$10,000.00

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$25,379.50

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

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: Select one

Tax Certificate No.: 4448592210

Expiration Date: 10/15/2021

Department: ESD (76)

Department Contact: Kyle O'Dea / 635-4086

Customer (Finance Only): \_\_\_\_\_

Notes:

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

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