

**Master City of San José Consultant Agreement
Approved Service Order
(Capital Projects)
Cover Page**

1a. CPMS Contract No.: 8753-1 **1b.** AC Contract No.: 29373

2. Approved Service Order No. 7

3. Consultant's Name: Construction Testing Services, Inc.

4. Project Name: Digested Sludge Dewatering Facility

5. Project Location: San José – Santa Clara Regional Wastewater Facility, 700 Los Esteros Road, San Jose, CA, 95134

6. The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions) and "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	2,644,950.29
b. Maximum Service Order Compensation for this Approved Service Order:	\$	116,067.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	2,528,883.29

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: 512 Appn: 7452 RC: 181265 Amount: \$ 116,067.00

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Authorized Signature: *Harpal Singh* Date: May 22, 2022

8. Division Analyst Approval: *Mary Crippen* Date: May 20, 2022

9. Consultant Approval: *Greg Arellano* Date: May 20, 2022
[Greg Arellano \(May 20, 2022 11:01 PDT\)](#)

10. Approval as to Form (City Attorney):

Service Order 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: _____ Date: _____
(Sr.) Dept. City Attorney

11. City Director Approval: *Napp Fukuda* Date: May 23, 2022
[Napp Fukuda \(May 23, 2022 11:26 PDT\)](#)



Attachment A: Tasks

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.

General Description of Project for which Consultant will Provide Services: The Digested Sludge Dewatering Facility Project ("Project") includes construction of two new buildings comprised of concrete and steel frames, prestressed concrete storage tanks, pump stations, and ancillary equipment to process digested sludge. The project also includes civil work, yard piping, electrical, instrumentation and controls, and other infrastructure.

This Project requires special inspections and material testing for quality assurance during construction per the San Jose Municipal Code, the 2019 California Building Code (CBC), and the approved Project plans and specifications. The Project is being delivered by a progressive design build approach and the Design Builder will have the primary responsibility to provide comprehensive special inspections. This Service Order will provide additional special inspection to confirm and validate outcomes by the Design Builder special inspection team.

The objective of Service Order No. 7 ("SO") is for Consultant to provide special inspection and material testing services during construction phase of the Project as requested by the City. This SO consists of the following tasks:

- Task No. 1: Special Inspection and Material Testing
- Task No. 2: Project Management

Task No. 1: Special Inspection and Material Testing

A. Services: Consultant shall perform the special inspection and material testing, as described in this section and requested by the City, during the construction of the Project. The special inspections and material testing shall be performed in accordance with the Construction Contract Documents (e.g. Project Plans and Specifications, Addendums, Request for Information, Design Change/Clarification Memos, and Change Orders) and Chapter 17 – Special Inspections and Tests of the 2019 California Building Code. Consultant shall prepare and submit inspection and testing reports to the City using the City's construction management software (CMS). The services shall be as requested by the City and shall include, the following activities:

1. Soil/Asphalt/Controlled Low Strength Material ("CLSM") Placement, Compaction Inspection, and Testing
 - a. Collect soil and aggregate base rock sample(s) and conduct soil/base rock compaction tests during earthwork.
 - b. Collect asphalt sample(s) and conduct field asphalt compaction tests during paving work. Observe tack coat application, fog seal application, asphalt temperature and general paving operations.
 - c. Transport soil/base rock/asphalt samples to the Consultant's laboratory to test for compaction characteristics (e.g., oil content, moisture testing, Proctor curves, specific gravity, etc.)
 - d. Use a nuclear gauge during field testing to determine the relative compaction density of the soil, base rock, and asphalt.
2. Reinforced Concrete Inspection and Testing
 - a. Review the proposed concrete mixes in the Consultant's laboratory for conformance with the Project Construction Contract Documents.
 - b. Inspect rebar placement prior to concrete pours to verify size and spacing of rebar, location and

- overlap length of splices, clearances, cleanliness of rebar, spacing tolerances, proper form installation, and proper support of steel with concrete blocks and ties.
- c. Monitor the concrete placement during the pours, including:
 - i. Proper concrete consolidation, proper delivery rate of concrete, correct mix used, concrete finishing, and curing.
 - ii. Cleanliness of steel and anchor bolt/dowel installation operations.
 - iii. Continuously monitor to determine that no bars are displaced during pouring.
 - iv. Determine adequacy of placement and vibratory equipment; and
 - v. Batch times, slump of each truck, and air and concrete temperatures.
 - d. Cast 4" x 8" cylinders for compression testing and transport concrete samples to the Consultant's laboratory for compression testing.
3. Structural Steel and Welding Field Inspection
- a. Confirm qualification of welders and procedures.
 - b. Verify the utilization of certified welders and approved procedures.
 - c. Confirm material identification per Project Construction Contract Documents
 - d. Confirm approximate preheat temperature and conduct nondestructive testing of moment welds and column splices.
 - e. Inspect to determine proper installation and tightening of high strength bolts.
 - f. Conduct visual inspection of all welds. In addition, conduct non-destructive testing including (weld profile measurement/Ultrasonic Testing ("UT"), Magnetic Particle Testing ("MT"), Penetrant Testing ("PT"), and Radiography Testing ("RT") at the frequency noted in the Project Construction Contract Documents.
 - g. Conduct inspection of multi-pass fillet welds, groove welds, and reinforcing steel welding.
 - h. Conduct intermittent visual inspection for metal deck and shear stud welding.
 - i. Confirm fastener components are properly stored prior to installation and the proper pretension is achieved.
 - j. Perform verification testing for post-installed mechanical expansion and adhesive anchoring system at the load noted in the Project Construction Contract Documents.
 - k. Maintain documentation of testing and observations performed and locations of accepted and rejected connections.
4. Epoxy Dowels and Anchors Inspection and Testing
- a. Perform visual examination of dowel/anchor placement to verify proper embedment depth, size, location, spacing, cleanliness of hole, and equipment used for installation.
 - b. Conduct proof-load field testing.
5. Non-Shrink Grout Placement Inspection and Testing
- a. Monitor the non-shrink grout placement including proper delivery rate of non-shrink grout, batch times, adequacy of placement and vibratory equipment, correct mix used, and record air and grout temperatures.
 - b. Perform field observations and verify that crack repairs using non-shrink grout are in accordance with specification 03 60 00.
 - c. Cast cubes for compression tests and transport all samples to the Consultant's laboratory for testing.
6. Centrifuge Testing
- a. Noise testing shall be conducted by a qualified party in accordance with American National Standards Institute (ANSI) S1.13 (Measurement of Sound Pressure Levels) on a sound level meter meeting at least the Type 2 requirements as set forth in ANSI S1.4-83 (Specification for Sound Level Meters), or any later revision thereof. Testing to be performed at the Centrifuges in the Dewatering Building.
 - b. Vibration shall be measured in accordance with International Organization for Standardization (ISO) 10816 (Evaluation of Machine Vibration Standard), including applicable parts, or an equivalent standard accepted by the City. Testing to be performed at the Centrifuges in the Dewatering Building.

7. Inspector Requirements
 - a. Soils inspectors shall be certified by International Code Council (“ICC”) for soils special inspection.
 - b. Asphalt concrete inspectors shall be certified by the Asphalt Institute for asphalt inspection.
 - c. Concrete inspectors shall be certified by the American Concrete Institute (“ACI”) and ICC for reinforced Concrete.
 - d. Structural steel inspectors shall be certified by American Institute of Steel Construction (“AISC”).
 - e. Welding inspectors shall be certified by American Welding Society (“AWS”) and ICC for Structural Steel and Welding/Bolting.

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

1. Reports – Provided as a PDF file through CMS including:
 - a. Daily Field Reports – Provided within one (1) Business Day of inspection.
 - b. Weekly Summary Reports – Provided within five (5) Business Days of inspection.
 - c. Lab Reports – Provided within one (1) Business Day of completion of tests.
 - d. Chain of Custody Documentation for Services
 - e. Final Report – Provided within fifteen (15) Business Days of completion of all testing and inspections performed, and describe the work inspected, materials tested, and period of inspection performed.
2. Inspector’s Certifications – Provided as a PDF file through CMS

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, 2023.
- On or before _____ Business Days from _____.

Task No. 2: Project Management

A. Services: Consultant’s Contract Manager shall make staffing assignments, review and track work progress, and serve as the primary point of contact when communicating with the City. Consultant’s Contract Manager shall manage the consultant and subconsultant staff. SO budget and monthly invoicing of the services provided related to the special inspection and material testing during construction of the Project. The services include, but not limited to, the following activities:

1. Oversight: Consultant shall oversee the management of scope, deliverables, schedule, and budget.
2. Coordination: Consultant shall coordinate work with its staff, City staff, design engineer, contractor, subcontractors as appropriate, necessary and requested by the City.
3. Quality Management: Consultant shall execute quality management and review procedures to support the execution of the work required by the SO. Documents requiring quality management and review include Daily Field Reports, Weekly Summary Reports, Lab Reports, Chain of Custody Documentation for Samples, and Final Report.
4. Monthly Progress Reports: Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month. The monthly progress report shall summarize the progress made on each task of the SO for the month, special inspection, and material testing services provided, results of testing, estimate the overall project’s percent completion, include an estimated cost of completion, and forecast schedule at completion.

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

1. Monthly Progress Reports and Invoices: Provided as a PDF by the tenth of each month.

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, 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: Andy Wong	Phone No.: (408) 635-4039
Department: Environmental Services Department	E-mail: andy.wong@sanjoseca.gov
Address: 700 Los Esteros 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 17.2 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
<u>Consultant's Contract Manager</u>				
Name: Gregory Arellano	Phone No.: 462-5151		X	
Address: 2118 Rheem Drive Pleasanton, CA 94588	E-mail: garellano@cts-1.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Kyle Greenan	Project Manager		X	
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.

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.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. and Title from Attachment A	Basis of Compensation	Invoice Period	Compensation
Task No. 1 – Special Inspection and Material Testing	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$103,810.00
Task No. 2 – Project Management	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$12,257.00
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:	
		\$0.00	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	
		\$0.00	
		Maximum Service Order Compensation (sum of Parts 1 through 3):	
		\$116,067.00	

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: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663467

Contractor: Construction Testing Services, Inc.

Address: 2118 Rheem Drive, Pleasanton, CA 94588

Phone: (925) 462-5151

Email: jroeder@cts-1.com

Contract Description: Service Order 7 - Digested Sludge Dewatering Facility

Term Start Date: Contract Date Term End Date: 12/31/2023 Extension: Select one

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: \$116,067.00 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.: 4448592210

Expiration Date: 10/15/2022

Department: ESD (76)

Department Contact: Andy Wong / 635-4039

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

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date