

Master City of San José Consultant Agreement

(Non-Capital Projects)

Amendment to Approved Service Order - Cover Page

- 1a. **Intentionally Omitted.** 1b. **Master Agreement AC No.:** 29725 (GILES# 663917)
2. First Second Third Amendment to Approved Service Order No. 6
3. Consultant's Name: HydroScience Engineers, Inc.
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4. The above-referenced Approved Service Order is amended as follows:

- 4a. **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.
- 4b. **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.
- 4c. **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.

6. **Consultant Approval:**

Date: _____



Email: bsleiter@hydroscience.com

7. Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

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

Approved as to Form:
Deputy City Attorney:

Cameron Day

Email: cameron.day@sanjoseca.gov

Date: _____

8. City Director Approval:

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov

Date: _____

First **Second** **Third** **Revised Budget/Fiscal Attachment**

- This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement.
- 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 \$115,795 to \$139,885 and

Appropriation Certification: I certify that an unexpended appropriation in the amount of the increased compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 513 Appn: 0762 RC: 921700 Amount: \$24,090

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

Authorized Signature:

Renato Moreno

Email: renato.moreno@sanjoseca.gov

Date: _____

- If the Maximum Service Order Compensation is being increased, the unencumbered amount in the Master Agreement is sufficient as follows:

a.	Current unencumbered amount in Master Agreement:	\$	1,278,163.00
b.	Increase in the Maximum Service Order Compensation:	\$	24,090.00
c.	New unencumbered balance in Master Agreement	\$	1,254,073.00

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 4 issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Task Nos. 2 and 3 are to be replaced in entirety as set forth below.

Task No. 2: Final Design

A. Services: Consultant shall develop bid documents for replacement of the ammonia feed pumps. The design will be based on the approved preliminary design from Task 1. The design will be submitted at the 75%, 100%, and final submittal milestones and shall include the following elements:

- Mechanical plans, sections, and details
- Electrical low voltage power distribution
- Control system drawings
- Piping and Instrumentation Diagrams (P&IDs)
- City boilerplate Div 0 and 1 specifications customized to the needs of the project
- HydroScience technical specifications
- Construction sequencing and constraints requirements
- Updated Engineer's Opinion of Probable Construction Cost (EOPCC)
- Updated estimated construction schedule

The following coordination shall be performed as part of completing the preliminary design:

- Four coordination calls during final design development
- One trip to the site
- Design review calls at 75% and 100% milestones
- Provide plans and specifications for City's Structural Engineering and Code Enforcement (SECI) review, and respond to comments. Structural engineering services not included or anticipated to be required.

The design scope is based on the following assumptions:

- New pumps to be installed on existing pedestals
- Structural design is limited to pipe support modifications and new equipment anchors
- Existing tanks and containment facility will not be modified
- Drawing backgrounds will consist primarily of existing as-builts and photographs
- A survey is not required
- Permit fees by others

Consultant shall add the following items to the scope of improvements to be designed:

- Add separate flowmeter to Ammonia Pump #5, along with flow tube, transmitter, and display on the two existing backplanes

- Provide all five replacement flowmeters with separate transmitters to be mounted on a backplane. Design the replacement of all existing transmitters on the existing backplane with new transmitters. Rearrange transmitters to improve the overall layout of cable trays, junction boxes, conduits (rigid and flex) and wire to conform to current San Jose-Santa Clara Regional Wastewater Facility standards.
- Develop a construction sequencing strategy for flowmeter and transmitter replacement work to facilitate constructability and minimize outage time.
- Incorporate independent disconnect switches for each transmitter.
- Incorporate additional elements into cost estimate updates.
- Additional coordination with City regarding these design elements.

B. Deliverable:

- 75% plans, specifications, and estimate (PDF)
- 100% plans, specifications, and estimate (PDF)
- Final plans, specifications, and estimate (CAD dwg files, Word documents for specs, and PDF)

C. Completion Time: The Consultant and/or the subconsultant(s) 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, 2022

On or before _____ from Notice to Proceed.

Task No. 3: Bid and Construction Phase Support

- A. **Services:** Consultant shall provide engineering services during construction of the project to verify that the construction conforms to the contract documents. These services will include attendance at construction meetings or field visits, review of contractor submittals and resubmittals, support by phone and email to informal inquiries, review of requests for information, and/or contract change orders.

Consultant will prepare as-built record drawings of the project at the completion of the project, utilizing markups and records provided by the Contractor and the City, along with submittal and RFI responses affecting the Drawings.

Assumptions:

- City will field and route all documentation to/from the contractor.
- Up to two site visits will be made.
- Up to 15 submittals and resubmittals will be reviewed.
- Up to 15 RFIs will be reviewed and responded to.
- Up to three contract change orders will be reviewed.

B. Deliverables: All deliverables provided in electronic PDF format.

- RFI and submittal responses
- As-built drawings based on contractor markups (also provided in DWG format).
- Input to punch list from final walkthrough
- Other documentation prepared during the course of this task

C. Completion Time: The Consultant and/or the subconsultant(s) must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

Master Agreement AC No.: AC29725
Consultant: HydroScience Engineers, Inc.
Service Order No.: 6

- On or before the following date: December 31, 2022.
- On or before _____ from Notice to Proceed.

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. 4 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services				Column 4
Column 1	Column 2	Column 3	Column 4	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation	Compensation
1	<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	\$27,395
2	<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	\$73,800
3	<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	\$38,740
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: \$ N/A		
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: \$ N/A		
Maximum Service Order Compensation (sum of Parts 1 through 3): \$139,885				