

**Master City of San José Consultant Agreement  
Approved Service Order  
(Non-Capital Projects)**

**Cover Page**

- 
- 1a.** Intentionally Omitted **1b.** AC Contract No.: AC29725
- 2.** Approved Service Order No. 7
- 3.** Consultant's Name: HydroScience Engineers, Inc. ("Consultant")
- 

- 4.** Project Name: Professional Engineering Services for Sludge Screening Building Access, Nitrification Hatches, and Environmental Services Building Boiler ("Project")
- 5.** Project Location: San Jose-Santa Clara Regional Wastewater Facility
- 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 <b>unencumbered</b> amount in Master Agreement:	\$	1,249,073
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	99,601
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	1,149,472

- 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: 513                      Appn: 0762                      RC: 921700                      Amount: \$99,601

**Authorized Signature:**

Date: \_\_\_\_\_

*Renato Moreno*

Email: renato.moreno@sanjoseca.gov  
Date: 08/10/2022 GMT

---

**8. Division Analyst Approval:**

Date: \_\_\_\_\_

*Sanjay Krishnaswamy*

Email: sanjay.krishnaswamy@sanjoseca.gov  
Date: 08/09/2022 GMT

---

**9. Consultant Approval:**

Date: \_\_\_\_\_

*[Handwritten Signature]*

Email: bsjenter@hydroscience.com  
Date: 08/09/2022 GMT

---

**10. Approval as to Form (City Attorney):**

- Service Order Form Approved by the Office of the City Attorney  
(Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form:

\_\_\_\_\_  
(Sr.) Deputy City Attorney

Date: \_\_\_\_\_

**11. City Director Approval:**

Date: \_\_\_\_\_

*Napp Fukuda*

\_\_\_\_\_  
Email: napp.fukuda@sanjoseca.gov  
Date: 08/10/2022 GMT

## 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:** Perform an evaluation and prepare a Technical Memorandum (TM) with recommendations and a cost estimate for the following three projects: (1) Addition of access platforms and stairs at the Sludge Screening Building; (2) Evaluate existing gratings over the Nitrification channels and recommend improvements to carry electric cart vehicle loads; and (3) Evaluate alternatives to replace the existing boiler at the Environmental Services Building (ESB).

---

### Task No. 1: Sludge Screenings Building Access Improvements Evaluation

**A. Services:** Consultant shall collect background data and criteria from the City and develop a TM in coordination with City staff which summarizes the findings and recommendations of an evaluation to improve access in specific areas of the Sludge Screening Building. The memorandum will address the following elements:

- Add shop-fabricated steel access platforms between each pair of sludge bins so that the operator can see inside the bins, rake sludge cake to distribute evenly, and monitor performance. Platforms must be specially configured to avoid existing roof support columns and provide adequate clearance under the Heating, Ventilation, and Air Conditioning (HVAC) ducts. Evaluation shall recommend relocation of infrared bin sensors to provide clearance for new platforms.
- At the existing multi-level steel staircase outside of the building, extend the existing steel stairs to an existing landing outside.
- At the existing hot water equipment concrete deck outside, add concrete steps and perform associated handrail modifications to add access from an asphalt concrete paved driveway to the concrete equipment platform.

The consultant shall submit a draft TM to the City with a narrative summary of analysis and findings, illustrated with preliminary (conceptual level) diagrams and site photos for review and comment. A budgetary cost estimate for construction will be provided. One screen-share conference call shall be conducted with the City to discuss comments on the draft. The Consultant shall incorporate comments as appropriate and submit a final TM to the City.

This task also includes associated project management and coordination activities including team coordination, client coordination, meetings, and monthly invoicing. Meetings and coordination included in the scope are as follows:

- One kickoff meeting, including site visit.
- Two screen-share conference call coordination meetings, one to vet initial recommendations and discuss questions, the second to collect feedback on the draft TM.

Consultant will rely upon the following information provided by the City or others as identified below:

- As-built plans and specifications.
- Access requirements for Operations & Maintenance staff.

Scope is based on the following assumptions:

- HVAC duct rerouting not included in analysis.
- Services of a building mechanical engineer are not included.
- Design services shall be separately scoped.
- Hard copies of deliverables not included.

**B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Preliminary design technical memorandum, draft and final (.PDF).

**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, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Nitrification Gratings Evaluation

**A. Services:** Consultant shall collect background data and criteria from the City and develop a TM in coordination with City staff which summarizes the findings and recommendations of an evaluation to determine the structural load carrying capacity of two identical open channel grating crossings at the Nitrification unit process and recommended improvements to support the load of City maintenance electric carts carrying certain specified loads.

The consultant shall submit a draft TM to the City with a narrative summary of analysis and findings, illustrated with preliminary (conceptual level) diagrams and site photos for review and comment. A budgetary cost estimate for construction will be provided. One screen-share conference call shall be conducted with the City to discuss comments on the draft. The Consultant shall incorporate comments as appropriate and submit a final TM to the City.

This task also includes associated project management and coordination activities including team coordination, client coordination, meetings and monthly invoicing. Meetings and coordination included in the scope are as follows:

- One kickoff meeting, including site visit
- Two screen share conference call coordination meetings, one to discuss questions and initial findings, and the second to collect feedback on the draft TM

Consultant will rely upon the following information provided by the City or others as identified below:

- As-built plans and specifications
- Weight of the electric cart and maximum payload for the evaluation

Scope is based on the following assumptions:

- Design services shall be separately scoped.
- Hard copies of deliverables not included.

**B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Preliminary design technical memorandum, draft and final (.PDF).

**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, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 3: Transformer Evaluation

- A. Services:** Consultant shall review existing drawings and cutsheet information and render an opinion of the suitability of an existing concrete deck in the Electrical Shop to support the load of a new transformer. The transformer is estimated at 450 lbs. and will be installed adjacent to and in the corner at the intersection of two existing concrete masonry unit walls. The transformer will be installed by City staff.

Consultant will rely upon the following information provided by the City or others as identified below:

- As-built plans and specifications
- Photos
- Equipment cutsheet

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Letter summarizing findings (.PDF)

- 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, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 4: ESB Boiler Replacement Evaluation

- A. Services:** Consultant shall collect background data and criteria from the City and develop a TM in coordination with City staff which summarizes the findings and recommendations of an evaluation to replace the existing boiler in the ESB with a new boiler or two boilers. The purpose is to improve system reliability, provide redundancy if possible, and meet modern boiler standards.

The consultant shall submit a draft TM to the City with a narrative summary of analysis and findings, illustrated with preliminary (conceptual level) diagrams and site photos for review and comment. A budgetary cost estimate for construction will be provided. One screen-share conference call shall be conducted with the City to discuss comments on the draft. The Consultant shall incorporate comments as appropriate and submit a final TM to the City.

This task also includes associated project management and coordination activities including team coordination, client coordination, meetings, and monthly invoicing. Meetings and coordination include:

- One kickoff meeting, including site visit
- Two screen-share conference call coordination meetings, one to vet initial recommendations and discuss questions, the second to collect feedback on the draft TM

Consultant will rely upon the following information provided by the City or others as identified below:

- As-built plans and specifications
- Maintenance history
- Historical gas usage

Scope is based on the following assumptions:

- Boiler replacement would be in the same location as the existing boiler.
- Services of an electrical engineer are not included.
- Design services shall be separately scoped.
- A pay-back analysis of equipment options not included.
- Consideration of Leadership in Energy and Environmental Design (LEED) Certification, Savings by

Design, Energy Star, and similar programs not included.

- Condition assessment of existing equipment not included.
- Hard copies of deliverables not included.

**B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Preliminary design technical memorandum, draft and final (.PDF).

**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, 2022.

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: Jessica Zadeh	Phone No.: 408-635-2037
Department: Environmental Services	Email: Jessica.Zadeh@sanjoseca.gov
Address: 700 Los Esteros Rd., 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: Bill Slenter	Phone No.: 916-605-6633	<u>3/22/2022</u>		
Address: 10569 Old Placerville Rd, Sacramento, CA 95827	Email: bslenter@hydroscience.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
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. Beyaz & Patel	Structural Engineering
2. Weston Associates	Mechanical Engineering
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 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. from Attachment A	Basis of Compensation	Invoice Period	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	\$46,751
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	\$31,163
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	\$1,229
4	<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	\$20,458
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) subconsultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):			<b>\$99,601</b>

## Attachment D: Sub Consultant Schedule of Rates and Charges

Beyaz & Patel	
Description	Hourly Rate
Principal Engineer	\$243
Senior Structural Engineer	\$211
Senior Engineer	\$166
Engineer	\$138
CAD Designer	\$130
Clerical/Word Processing	\$75
Beyaz & Patel	
Description	Hourly Rate
Senior Principal	\$195
Principal	\$185
Senior Engineer/Project Manager	\$175
Engineer/Senior Designer	\$160
Designer	\$140
Drone Polite	\$115
Drafter	\$110
Engineering Intern	\$75
Senior Administration	\$75
Administration/Clerical	\$50