

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

**Cover Page**

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: AC29725
- 2.** Approved Service Order No. 8
- 3.** Consultant's Name: HydroScience Engineers, Inc. ("Consultant")
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- 4.** Project Name: Professional Engineering Services for Filtration and Nitrification Buildings Roof Evaluations ("Project")
- 5.** Project Location: San José-Santa Clara Regional Wastewater Facility (RWF)
- 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.
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- 7.** Budget/Fiscal:
- |   |    |           |
|---|----|-----------|
| a. Current <b>unencumbered</b> amount in Master Agreement:                    | \$ | 1,149,472 |
| b. <b>Maximum Service Order Compensation for this Approved Service Order:</b> | \$ | 57,795    |
| c. New unencumbered balance in Master Agreement (7.a – 7.b):                  | \$ | 1,091,677 |
- 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: \$57,795

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
**Renato Moreno**  
Email: renato.moreno@sanjoseca.gov  
Date: 09/26/2022 GMT


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**8. Division Analyst Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
**Sanjay Krishnaswamy**  
Email: sanjay.krishnaswamy@sanjoseca.gov  
Date: 09/26/2022 GMT

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**9. Consultant Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
**bsjenter**  
Email: bsjenter@hydroscience.com  
Date: 09/26/2022 GMT

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**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: \_\_\_\_\_ Date: \_\_\_\_\_  
(Sr.) Deputy City Attorney

**11. City Director Approval:** \_\_\_\_\_ Date: \_\_\_\_\_

*Napp Fukuda*

Email: napp.fukuda@sanjoseca.gov  
Date: 09/26/2022 GMT

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## 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.

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**General Description of Project for which Consultant will Provide Services:** Perform an evaluation and prepare a Technical Memorandum with recommendations and a cost estimate for the evaluation of existing roof conditions and replacement options at the Nitrification and Filtration Buildings including the service wings. Perform selective destructive investigation of existing roof materials.

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### Task No. 1: Filtration and Nitrification Buildings Roof Evaluations

**A. Services:** Consultant shall collect background data, perform a field investigation, and prepare a technical memorandum in coordination with City of San Jose staff which summarizes the findings and recommendations of an evaluation of existing roof condition and recommended replacement approach (if warranted).

The following roofs will be addressed: Filtration Building and Service Wing, Nitrification Building and Service Wing (two locations within the RWF).

The memorandum will address the following elements:

- Description of roofing system materials (non-structural).
- Determination of condition of roofing system materials/penetrations (observable).
- Determination of condition of skylights (observable).
- Determination of roof deck (observable).
- Identification of conditions that would require removal and replacement of roof system.
- Identify roof areas that: 1) Will not require replacement, 2) Require removal and replacement, 3) Candidate for new roof over existing roof.
- Evaluate roof replacement options (up to three) and make a recommendation.

The consultant shall submit a draft Technical Memorandum (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 (1) kickoff meeting, including site visit.
- Two (2) screen share conference call coordination meetings, one to vet initial recommendations and discuss questions, 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

Scope is based on the following assumptions:

- Services of a structural engineer are not included.
- Design services shall be separately scoped.
- Hard copies of deliverables not included.
- Existing components of drainage system (roof drains, overflows, gutters and rainwater leaders and similar conveyance piping to storm drain system) are adequate in size and condition for continued use.
- Roof Plan(s) to be prepared by Consultant will be based on:
  - Owner-provided drawings on which Consultant may reasonably rely upon.
  - Verification of existing conditions in field, as provided for in this agreement.

**B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: One (1) kickoff meeting, two (2) screen share conference call coordination meetings, and preliminary design technical memorandums, 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: Filtration and Nitrification Buildings Roof Selective Destructive Investigation

**A. Services:** Consultant shall conduct a selective destructive investigation of existing roof materials:

- Visit the site to become generally familiar with observable roofing and roof detail conditions and related areas of the building systems
- Based on observations, submit recommendations as to locations and extent of recommended destructive investigation, recommendations for repairs of roofing at locations to be investigated, and laboratory testing to be performed on samples for hazardous materials identification.
- Upon authorization to proceed with destructive investigation, perform destructive investigation of roofing system to ascertain the presence of asbestos.
- Destructive investigation findings, recommendations and related estimates of probable cost will be included in the Roof Evaluations, Preparation Evaluation of Roof Systems, Roof Replacement Options tasks listed in Task 1 above.
- The destructive investigation may occur at various locations within the extent of the roof area to make a recommendation as to the condition of roofing system.

**B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Destructive investigation findings, recommendations and related estimates of probable cost will be included in the deliverables listed in Task 1 above.

**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."*

		Required to File Form 700?		
		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	3/22/2022		
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. Nineteen Six Architects	Architect
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 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	\$36,870
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	\$20,925
	<input 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	\$
	<input 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	\$
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>\$57,795</b>

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

Nineteen Six Architects	
Description	Rate
Principal III	\$296 per hour
Principal II	\$280 per hour
Principal I	\$264 per hour
Director	\$237 per hour
Architect III/ Sr. PM/Assoc. MSL/Spec Writer	\$199 per hour
Architect II/ PM II	\$167 per hour
Architect I/ PM I	\$145 per hour
Project Support III/ Job Captain	\$124 per hour
Project Support II/ Closeout	\$113 per hour
Project Support I	\$102 per hour
Contracts/Admin	\$92 per hour