

## Master City of San José Consultant Agreement Approved Service Order Form – RWF Capital Projects Cover Page

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<b>1a.</b> CPMS Contract No.: 9438-2	<b>1b.</b> AC Contract No.: 31414
<b>2.</b> Approved Service Order No. 4	Master Agreement Records Database Contract No.: 666255
<b>3.</b> Consultant's Name: HDR Engineering, Inc. ("Consultant")	
<b>4.</b> Project Name: Principal Construction Inspector Services ("Project")	
<b>5.</b> Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF"), 700 Los Esteros Road, San Jose, CA 95134	
<b>6.</b> 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), "C" (Compensation Table), which are incorporated herein by references.	

**7. Budget/Fiscal:**

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	4,802,028.00
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	583,537.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	4,218,491.00

**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: <u>512</u>	Appn: <u>7481</u>	RC: <u>171620</u>	Amount: \$ <u>295,931.00</u>
Fund: <u>512</u>	Appn: <u>7452</u>	RC: <u>181265</u>	Amount: \$ <u>82,758.00</u>
Fund: <u>512</u>	Appn: <u>7679</u>	RC: <u>181245</u>	Amount: \$ <u>30,693.00</u>
Fund: <u>512</u>	Appn: <u>7227</u>	RC: <u>181485</u>	Amount: \$ <u>82,758.00</u>
Fund: <u>512</u>	Appn: <u>7449</u>	RC: <u>171605</u>	Amount: \$ <u>44,107.00</u>
Fund: <u>512</u>	Appn: <u>7074</u>	RC: <u>181275</u>	Amount: \$ <u>47,290.00</u>

**Authorized Signature:** Harpal Singh Date: \_\_\_\_\_  
Email: harpal.singh@sanjoseca.gov  
 Date: 01/23/2023 GMT

**8. Division Analyst Approval:** Mary Crippen Date: \_\_\_\_\_  
Email: mary.crippen@sanjoseca.gov  
 Date: 01/23/2023 GMT

**9. Consultant Approval:** Holly Kennedy Date: \_\_\_\_\_  
Email: holly.kennedy@hdrinc.com  
 Date: 01/20/2023 GMT

**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:

Attorney  
Kevin Fisher  
Assist City Attorney U

*Kevin Fisher*

Email: kevin.fisher@sanjoseca.gov

~~Date: 01/24/2023 GMT~~  
Assistant City Attorney

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

*Napp Fukuda*

Email: napp.fukuda@sanjoseca.gov

Date: 01/24/2023 GMT

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

**11. City Director Approval:**

## Attachment A: Tasks

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:

In early 2017, the RWF Capital Improvement Program ("CIP") added a Principal Construction Inspector ("PCI") position to the construction management team and it was filled by a City employee from the Department of Public Works. The position provides program-level leadership and guidance related to project-level civil, electrical, and mechanical inspection processes during construction. The position was vacated in September 2022. The City anticipates the position won't be filled until mid-2023. In the meantime, with 11 projects in construction at some point in 2023, with a construction contract value of more than \$400 million, the CIP needs this critical role performed in the interim.

The objective of the Service Order No 4 ("SO") is for the Consultant to perform Principal Construction Inspector services until the City can fill the position. Services will also include providing as-needed electrical and mechanical inspection services for CIP projects when other third-party inspectors are out sick or on vacation. This SO consists of the following tasks:

- Task No. 1: Project Management
  - Task No. 2: Principal Construction Inspector Services
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### Task No. 1: Project Management

- A. Services:** Consultant Project Manager for the Project shall make staffing assignments, review, and track work progress. Consultant Project Manager shall manage the consultant staff, SO budget, , schedule and monthly invoicing of the services provided.

Consultant shall follow the City's standards, CIP Construction Administration Plan ("CIP CAP") and contract documents.

Consultant shall perform the following project management activities.

1. Daily Oversight: Consultant Project Manager shall oversee the daily management of SO scope, deliverables, including monitoring and evaluating quality, cost and schedule, staff budget, and performance and safety of Consultant's staff.
2. Coordination: Consultant shall coordinate work with its staff, City staff, design engineer, contractor, subcontractors as appropriate, and requested by the City. Work performed should be coordinated with other CIP construction projects currently underway to avoid duplication, confusion, or conflicts.
3. EADOC Software: Consultant shall utilize the Bentley ProjectWise CM, formerly known as EADOC, the CIP's web-based document management system for correspondence among the contractor, design engineer, and the City on construction documents, including pay applications, and submittals. The City will provide training on how to use the Bentley ProjectWise CM. The City anticipates adopting a new document management system, PMWeb, during the contract and Consultant shall utilize any new systems adopted by the City.

4. **Health and Safety Plan:** Consultant shall prepare and submit a Health and Safety Plan (“HASP”) for the portion of Consultant’s work that will involve field work, assessments, inspection, or investigations. The HASP shall describe Consultant’s confined space entry program, compliance with COVID-19 requirements and guidelines, and how Consultant plans to complete field work at the RWF. The HASP shall be consistent with the CIP safety requirements and shall be updated as new conditions are encountered.
5. **Monthly Progress Reports:** Consultant shall prepare and submit a monthly progress report for the Project by the 10th of each month. The monthly progress report shall summarize the progress made on each task of the SO for the month, estimate the overall project’s percent completion, and include an estimated cost at completion, consultant’s staff cost at completion, and forecast schedule at completion.
6. **Monthly Invoices:** Consultant shall prepare and submit invoices on a monthly basis by the 10th of each month. Each invoice shall be accompanied by the monthly progress report for the invoice’s billing period.

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

1. HASP provided as a PDF file;
2. Monthly progress reports provided as a PDF file; and
3. Monthly invoices provided as a PDF file with each monthly progress report.

**C. Completion Time:** 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, 2023.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## Task No. 2: Principal Construction Inspector Services

- A. Services:** Consultant shall provide one (1) full-time Principal Construction Inspector to oversee and manage civil, electrical, and mechanical inspection activities across all active CIP projects under construction, on a continuous time and material basis. Consultant shall propose alternate personnel to provide interim coverage during absence of regular PCI (e.g., vacation, sick leave, other personal time off, etc.). Alternate staff to provide interim coverage shall be approved by the City prior to any such absence.

The CIP PCI will provide leadership and oversight of construction phase civil, electrical, and mechanical inspection activities for all construction. The PCI will coordinate with the construction managers and project management staff to verify that civil, electrical, and mechanical inspection activities are completed in a timely manner and in compliance with the contract requirements and CIP programmatic requirements. The PCI will provide support where necessary to individual civil, electrical, and mechanical inspection for all projects. The PCI will be the primary point of contact between construction phase civil, electrical, and mechanical work and RWF Operations and Maintenance (“O&M”) staff.

The PCI, as directed by the City, shall perform the following activities, which fall into five categories:

1. **Program Principal Construction Inspector**

The Principal Construction Inspector will provide program-level leadership and guidance related to project-level civil, electrical, and mechanical inspection processes.

- a. Oversee the overall performance of all the City inspectors, all consultant electrical and mechanical inspectors, and special inspection staff.

- b. Provide performance report of all City inspectors to the City's Division Manager or Senior Construction Manager.
  - c. Report on inspection staff changes and identify staffing needs in a timely manner. Find coverage by available staff or fill in as an inspection staff when staff are on out sick or on vacation
  - d. Regularly meet with inspectors as a group and individually, including out in the field. Verify that inspectors are performing their role correctly and identify when they are not, and help correct the problem.
  - e. Audit inspector performance and documentation – e.g., reviewing inspector field performance, daily inspector reports, use of inspection checklists, use of HoloBuilder camera, redline drawings, and knowledge of changes.
  - f. Attend project team meetings that discuss construction progress, upcoming work, and technical issues, and monitor project progress.
  - g. Review and improve inspection processes and tools. Confirm inspectors have the proper tools and techniques to do their role effectively. The tools include, but are not limited to, inspection checklists, templates, references, procedures, EADoc/PMWeb, and Plan Grid.
  - h. Lead the implementation of Plan Grid on the projects.
2. Interface with City O&M:
- a. Collaborate with O&M to monitor civil, electrical, and mechanical inspection framework to make sure it is in alignment with O&M's organizational structure, roles, and responsibilities.
  - b. Lead reporting to O&M on status of civil, electrical, and mechanical inspection related activities and issues for the construction projects to CIP and O&M leadership.
  - c. Coordinate with O&M on a regular basis to confirm their participation in civil, electrical, and mechanical activity planning and execution and that CIP electrical inspection-related performance is meeting their expectations.
  - d. Review civil, electrical, and mechanical-related programmatic guidance/standards and update as necessary in coordination with CIP Engineering Manager and subject matter experts to reflect lessons learned from active and completed CIP projects.
3. Construction Inspection Services:
- a. The PCI is responsible for establishing new procedures and methods to improve efficiency and effectiveness in the inspection of CIP projects and for the training of inspectors in inspection practices to support the successful delivery of CIP projects through an effective inspection program.
  - b. The Consultant may also be asked to provide electrical or mechanical inspection services for CIP projects. The Construction Inspection services shall include but are not limited to:
    - i. Review of contract documents to become familiar with the Project and contract requirements.
    - ii. Inspection of materials as they are delivered to the site for conformance to the contract documents and approved submittals.
    - iii. Observation and monitoring of contractor daily construction activities to confirm compliance with the contract documents, codes and permits.
    - iv. Interfacing with CMs and Safety Officer
    - v. Evaluating work of field inspection staff
    - vi. Providing training on processes and procedures for field inspection City and

consultant staff

- vii. Reviewing inspector daily reports for completeness on EADoc/PMWeb and ensures proper forms and checklists are used
- viii. Interfacing and supporting Construction Manager, Resident Engineer and Field Inspector responsible for day-to-day monitoring of work packages on a regular basis.
- ix. Participating in the design review process of work packages, including constructability reviews and sequencing analysis of project alternatives.
- x. Monitoring that construction activities are performed in conformance with the Contract Documents, codes, and industry standards.
- xi. Monitoring the Field Inspectors utilize the Construction Contractor's project schedule, monthly schedule update or 3-Week Look Ahead Schedule to monitor and record construction activities, Actual Start, and Actual Finish dates daily and note delays of any activity to the Resident Engineer.

4. Special Inspections and Material Testing

- a. Plan and coordinate inspections with the applicable permit agencies, Structural Engineering Code Inspection ("SECI"), and third party inspection consultant
- b. Coordinate with SECI on specific concerns

5. Testing, Start-Up and Commissioning ("TSC")

- a. Provide electrical, mechanical and civil inspection support during the testing, startup and commissioning process for CIP projects.
- b. Assist TSC manager in coordinating activities and resolving testing issues.
- c. Monitor that City inspection services team maintain documentation to support sign-off of equipment required for TSC activities.

**B. Deliverables:** Consultant shall provide the deliverables listed above in Task 2.A to the City's Contract Manager as part of the SO.

**C. Completion Time:** 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, 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: Shelley Guo	Phone No.: 408-793-4132
Department: Public Works	Email: shelley.guo@sanjoseca.gov
Address: 4245 Zanker 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 17.5 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: Roger Hatton	Phone No.: 714.253.6902	10/04/22		
Address: 100 Pringle Avenue, Suite 400 Walnut Creek, CA 94596	Email: <a href="mailto:roger.hatton@hdrinc.com">roger.hatton@hdrinc.com</a>			
<b><u>Other Staffing</u></b>				
Name:	Assignment:	Email:		
1. Victor Gruber	Principal Construction Inspector	<a href="mailto:victor.gruber@hdrinc.com">victor.gruber@hdrinc.com</a>	03/09/22	
2. Liliana Cardenas	Accounting	--		X
3.				

**3. Subconsultants:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any sub-Consultants.
- The Consultant can use the following sub-Consultants to assist in providing the required services and deliverables:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1.	
2.	

**4. Contract Personnel:** Whichever of the following is marked applies to this Approved Service Order:

- The Consultant can **not** use any Contract Personnel.
- The Consultant can use the following Contract Personnel to assist in providing the required services and deliverables:

<u>Personnel/Agency Name</u>	<u>Area of Work</u>
1.	
2.	

**5. Travel Expenses:** Refer to Exhibit B: Basis of Compensation, Item 3.1 Travel Expenses in the MCA (Master Consultant Agreement).

Name	Home Office
Victor Gruber	Sacramento, CA

**6. Consultant Staff Designation:** Pursuant to Exhibit B of the Agreement, the following staff roles are designated as Onsite Staff for the purpose of determining their applicable Multiplier under this SO. All staff roles not listed below are Offsite Staff for this SO.

SO Staff Role
Principal Construction Inspector

## 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 and **Exhibit B**, Basis of Compensation.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Task No. and Task Title from Attachment A	Invoice Period	Multiplier Compensation	Contract Personnel	Reimbursable Expenses (Including applicable markup)	Subconsultant Costs (Including markup)	Total Compensation
Task 1.0 Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$7,661.00	\$0.00	\$660.00	\$0.00	\$8,321.00
Task 2.0 Principal Construction Inspector Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$503,441.00	\$0.00	\$71,775.00	\$0.00	\$575,216.00
<b>Maximum Compensation</b>		\$511,102.00	\$0.00	\$72,435.00	\$0.00	\$583,537.00