

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

<b>1a.</b> CPMS Contract No.: 9438-2	<b>1b.</b> AC Contract No.: 31414
<b>2.</b> Approved Service Order No. 6	Master Agreement Records Database Contract No.:666255
<b>3.</b> Consultant's Name: HDR Engineering, Inc. ("Consultant")	
<b>4.</b> Project Name: Electrical Inspection for Filter Rehabilitation Project ("Project")	
<b>5.</b> Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF"), 700 Los Esteros Road, San José, 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), and "D" (Level of Effort), which are incorporated herein by references.	

<b>7.</b> Budget/Fiscal:	
a. Current <b>unencumbered</b> amount in Master Agreement:	\$ 3,681,039.37
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$ 443,229.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$ 3,237,810.37
d. <b>Appropriation Certification:</b> 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>7227</u>
RC: <u>181485</u>	Amount: \$ <u>443,229.00</u>

**Authorized Signature:** \_\_\_\_\_ *Harpal Singh*  
Email: harpal.singh@sanjoseca.gov  
Date: 07/11/2023 GMT

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


<b>8.</b> Division Analyst Approval:	 <small>Email: mary.crippen@sanjoseca.gov  Date: 07/11/2023 GMT</small>	Date: _____
<b>9.</b> Consultant Approval:	 <small>Email: holly.kennedy@hdrinc.com  Date: 07/11/2023 GMT</small>	Date: _____

**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 provisic

☒ Approved as to Form:

**Attorney**  
Rosalia Burgueno-Tapia  
Senr Deputy City Atty III U  
rosalia.tapia@sanjoseca.gov

  
Email: rosalia.tapia@sanjoseca.gov  
Date: 07/11/2023 GMT  
Sr. Deputy City Attorney

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

11. City Director Approval:

*Kerrie Romanow*

Date: 07/18/2023

~~Email: kerrie.romanow@sanjose.ca.gov~~  
Date: 07/18/2023 GMT

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## Attachment A: Tasks

The Consultant shall provide all 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:

The RWF tertiary filtration process is one of the final steps of the wastewater treatment process and is a necessary component of complying with the RWF's regulatory permit requirements. The RWF's tertiary filtration process operates at an annual average flowrate of 110 million gallons per day and is the largest tertiary filtration facility in the western United States. The elements of the filtration process and much of their equipment were constructed in the 1970s and 1980s and require significant refurbishment.

The Project involves retaining and continuing to use the existing tertiary filtration process facilities through repair and rehabilitation to extend their useful lives. The improvements will be delivered by traditional design-bid-build and are limited to the RWF filtration process. The Project will replace media in all sixteen (16) filters, replace multiple large diameter valves and actuators in two (2) filter galleries, replace the surface wash pumps and surface wash spray arms with blowers and air scour system, replace two (2) electrical switchgears, multiple motor control consoles, transformers, instrumentation and control equipment. NTP for construction was issued on 12/02/2020 and Substantial Completion is scheduled for 02/08/2024.

The objective of the Service Order No. 6 ("SO") is for the Consultant to provide professional electrical inspection services for the Project.

In May 2023, the City and Consultant began drafting this SO, which was necessary due to the imminent departure of the existing electrical inspector. To avoid delays to construction, staff authorized the consultant to provide services before the SO was fully executed. The City Manager's Office has approved retroactive payment for work performed prior to the execution of this SO (see attached memo).

This SO consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Construction Inspection Services

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### Task No. 1: Project Management

- A. Services:** Consultant's Project 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 Project Manager shall manage the consultant and subconsultant staff, SO budget, project contingency, schedule and monthly invoicing of the construction 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 shall oversee the daily management of SO scope, deliverables, including monitoring and evaluating safety, quality, construction cost and schedule, staff budget, performance of Consultant's staff, sub-consultant's staff and the contractor.
2. Coordination: Consultant shall coordinate work with its staff, City staff, design engineer,

contractor, subcontractors as appropriate, necessary and requested by the City. All work performed should be coordinated with other CIP construction projects currently underway to avoid duplication, confusion, or conflicts.

3. PMWeb Software: Consultant shall utilize PMWeb, the CIP's web-based document management system for correspondence among the contractor, design engineer and the City on construction documents, including pay applications, submittals, Request for Information ("RFI"), Design Change/Clarification Memo ("DCM"), construction schedule, Potential Change Order ("PCO"), Contract Change Order ("CCO"), Notices to contractors, inspection reports and testing results. Consultant shall manage and track all construction documents in PMWeb and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution. The City will provide training on how to use PMWeb. The City may change the document management system 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 tenth 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. The monthly report shall also address any potential change orders, significant issues encountered, risks, or concerns Consultant has (e.g., anticipates difficulty meeting construction milestones due within the next thirty (30) days for some reason beyond the Consultant's control).
6. Monthly Invoices: Consultant shall prepare and submit invoices on a monthly basis by the tenth of each month. Each invoice shall be accompanied by the monthly progress management 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: May 31, 2024.
- ☐ On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 2: Construction Inspection Services**

**A. Services:** Consultant shall provide one (1) full time electrical inspector for the Project. The inspectors shall be co-located at the RWF to provide day-to-day onsite mechanical, electrical, instrumentation and control inspection services. The services shall include but are not limited to:

1. General Field Inspection
  - a. Review contract documents to become familiar with the Project and contract requirements.

- b. Review and field verify contractor's pre-construction photos and videos.
  - c. Inspect materials as they are delivered to the site for conformance to the contract documents and approved submittals.
  - d. Observe and monitor contractor daily construction activities to confirm compliance with the contract documents, codes and permits.
  - e. Oversee workmanship, quality, schedule and planning.
  - f. Provide field coordination with the O&M staff for RWF impacting activities or with other construction projects for construction impacting activities.
  - g. Maintain photographic records of progress.
  - h. Monitor and record work executed on a daily basis and prepare daily inspection reports to document construction activities, work conditions, duration of activities, measurement of daily quantities completed, resources used (manpower, equipment and materials), testing and inspection performed, incomplete work, construction photos, safety and non-compliance issues. Utilize City's inspection report template.
  - i. Review, analyze and record construction issues that could result in a scope, time or cost impact to the contractor's work. Report findings to the resident engineer and construction manager.
  - j. Review contractor's as-built drawings monthly and confirm they are up to date.
  - k. Maintain inspector's own as-built redlines and coordinate these with the CM and with the contractor to verify that they are up to date and accurate.
  - l. Participate in construction progress meetings and identify schedule, quality or safety concerns.
  - m. Verify spare parts provided by the contractor and hand them over to the O&M staff with proper documentation.
  - n. Review RFIs and Design Change Memos to verify contractor compliance with up to date contract design documents.
  - o. Track and monitor all non-conforming construction work, recommend corrective action to City, and if directed by the City to the contractor, and verify corrective work once performed by the contractor.
2. Special Inspections and Material Testing
- a. Plan and coordinate special inspection and material testing with the third party inspection firm.
  - b. Plan and coordinate code compliance inspections with the City Structural Engineering and Code Inspections ("SECI").
  - c. Plan and coordinate permit inspections with the applicable permit agencies.
  - d. Confirm all third party field inspectors have appropriate qualifications and maintain copies of all inspectors certifications.
  - e. Prepare and submit inspection request forms.
  - f. Review and submit test reports, follow up with any non-conforming work requiring corrective action and schedule re-inspections.
3. Testing, Start-Up and Commissioning
- a. Review and provide comments on contractor's TSC plan.
  - b. Attend TSC meetings.

- c. Assist TSC manager in coordinating activities and resolving testing issues.
- d. Participate in TSC activities, witness and document all tests.
- e. Document daily TSC activities and evaluate compliance with TSC plans and contract documents.
- f. Maintain documentation to support sign-off of equipment required for TSC activities.
- g. Compile completed test documentation.
- h. Coordinate and participate in pre-final and final walkthrough inspections with the City O&M staff and contractor, and prepare initial and completed punch list for outstanding work.

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

Provide all documents and deliverables specified in this SO including but not necessarily limited to the following:

- 1. General Field Inspection
  - a. Review comments on contractor's pre-construction photos
  - b. Daily inspection reports
  - c. Construction progress photos
  - d. Review comments on contractor's as-built drawings
  - e. Inspector's as-built redlines.
  - f. Spare parts hand over documentation
- 2. Special Inspections and Material Testing
  - a. Inspection request forms and testing reports for special inspections, material testing, code inspections and permit inspections.
- 3. Testing, Start-Up and Commissioning
  - a. Review comments on TSC plans
  - b. Daily TSC reports
  - c. Pre-Operational testing checklists
  - d. Testing results
  - e. Initial and completed punch lists

**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: May 31, 2024.
- ☐ 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: Kapil Verma	Phone No.: (408) 635 - 4045
Department: Environmental Services	Email: kapil.verma@sanjoseca.gov
Address: 700 Los Esteros Road	City/State/Zip: San José, 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>			
<u>CONSULTANT's Contract Manager</u>			Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Roger Hatton	Phone No.: (714)-253- 6902		3/9/2023		
Address: 3003 Oak Road Suite 500, Walnut Creek, CA 94597	E-mail: roger.hatton@hdrinc.co m				
<u>Other Staffing</u>					
Name:	Assignment:	E-mail:			
1. Cory Hall	Electrical Inspector	cory.hall@hdrinc.com			
2.					
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).

<b>Staff Role</b>	<b>Home Office</b>
Cory Hall	Sacramento, CA

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

<b>SO Staff Role</b>
Electrical 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 No. 1 – Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$3,692	\$0	\$0	\$0	\$3,692
Task No. 2 – Construction Inspection	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$399,881	\$0	\$39,656	\$0	\$439,537
<b>Maximum Compensation</b>		\$403,573	\$0	\$39,656	\$0	\$443,229

## Attachment D: Level of Effort for Service Order 6 – Electrical Inspection for Filter Rehabilitation

Staff List:

Staff Name	Employee / Subconsultant / Contract Personnel	Role	Onsite / Offsite	Actual Hourly Salary Rate (\$/hr)	Multiplier / Markup (per MCA)	Est. Billing Rate (05/30/23 to 12/31/23)
Roger Hatton	HDR	Project Manager	Offsite	117.04	3.15	368.68
Cory Hall	HDR	Electrical Inspector	Onsite	91.80	2.75	252.45
Rebecca Fuller	HDR	Accounting	Offsite	44.00	3.15	138.60

Actual Hourly Salary Rate: hourly rate paid by consultant to employee, subconsultant, contracted personnel  
Multiplier rate is used for consultant employees, Markup is used for Subconsultants, and Contracted Personnel

Estimated Hours for each Consultant Staff in Fiscal Year 2023-2024:

Fiscal Year	2023 – 2024											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hours in Each Month												
Staff Name												
Roger Hatton	0.5	0.5	0.5	0.5	0.5	0.5	0	0	0	0	0.5	0.5
Cory Hall	168	184	168	176	176	160	0	0	0	0	16	176
Cory Hall (Overtime)	48	48	48	48	0	0	0	0	0	0	0	48
Rebecca Fuller	2	2	2	2	2	2	0	0	0	0	2	2
<b>Total Hours/month</b>	218.5	234.5	218.5	226.5	178.5	162.5	0	0	0	0	18.5	226.5

Hours in each month = number of working days in a month (e.g: 20 to 24 days) x 8 hours per day

Estimated Cost for each Consultant Staff in Fiscal Year 2023-2024:

Fiscal Year		2023 – 2024		
Staff Name		Roger Hatton	Cory Hall	Rebecca Fuller
Billing Rate (\$/hr)		368.68	252.45	138.60
Task	Task Title			
Task 1	Project Management	\$1,474.70	\$0	\$2,217.60
Task 2	Construction Inspection	\$0	\$399,880.80	\$0
Totals		\$1,474.70	\$399,880.80	\$2,217.60

Billing Rate (\$/hr): For employees with Multiplier: Rate (\$/hr) – hourly rate paid by consultant to employee (\$/hr) x multiplier rate  
For Subconsultants or Contract Personnel: Rate (\$/hr) = subconsultant hourly rate (\$/hr) x markup rate (maximum 5%)

Task	Task Title	Column 3 Multiplier Compensation	Column 4 Contract Personnel	Column 5 Reimbursable Expenses	Column 6 Subconsultant Costs	Column 7 Total Compensation
Task 1	Project Management	\$3,692	0	0	0	3,692
Task 2	Construction Inspection	\$399,881	0	39,656	\$0	439,537
<b>Maximum Compensation</b>		\$407,265	\$0	39,656	\$0	443,229

Note: Hours Shown in this Attachment D are for estimating purposes only. Actual hours billed will be in accordance with 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.