

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

<b>1a.</b> CPMS Contract No.: 9438-3	<b>1b.</b> AC Contract No.: 31413
<b>2.</b> Approved Service Order No. 5	Master Agreement Records Database Contract No.: 666256
<b>3.</b> Consultant's Name: CDM Smith Inc. ("Consultant")	
<b>4.</b> Project Name: Nitrification Clarifier Rehabilitation - Phase 1 Project ("Project") - Construction Management and Electrical Inspection Services	
<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), and "D" (Level of Effort), which are incorporated herein by references.	

**7. Budget/Fiscal:**

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	6,904,618.75
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	465,000.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	6,439,618.75

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: 512                      Appn: 7074                      RC: 181275                      Amount: \$465,000.00

**Authorized Signature:** \_\_\_\_\_ *Harpal Singh* \_\_\_\_\_ **Date:** \_\_\_\_\_  
Email: harpal.singh@sanjoseca.gov  
 Date: 01/25/2023 GMT

**8. Division Analyst Approval:** \_\_\_\_\_ *Mary Crippen* \_\_\_\_\_ **Date:** \_\_\_\_\_  
\*Email: mary.crippen@sanjoseca.gov  
 Date: 01/25/2023 GMT

**9. Consultant Approval:** \_\_\_\_\_ *Tom Frisher* \_\_\_\_\_ **Date:** \_\_\_\_\_  
Email: tfrisher@cdmsmith.com  
 Date: 01/24/2023 GMT

**10. Approval as to Form (City Attorney):** \_\_\_\_\_ *Kevin Fisher* \_\_\_\_\_ **Date:** \_\_\_\_\_  
Email: kevin.fisher@sanjoseca.gov  
 Date: 01/26/2023 GMT

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: \_\_\_\_\_ *Kevin Fisher* \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Attorney  
 Kevin Fisher  
Email: kevin.fisher@sanjoseca.gov  
 Date: 01/26/2023 GMT

**11. City Director Approval:** \_\_\_\_\_ *Napp Fukuda* \_\_\_\_\_ **Date:** \_\_\_\_\_  
Email: napp.fukuda@sanjoseca.gov  
 Date: 01/27/2023 GMT

## 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:

The RWF has sixteen (16) nitrification clarifiers that were constructed during the 1970s and 1980s to support the Biological Nutrient Removal 2 ("BNR2") process, which consists of two separate treatment trains identified as Battery A and Battery B. Each train consists of eight (8) aeration basins, one (1) mixed liquor open channel, eight (8) clarifier influent valve boxes, eight (8) clarifiers, and eight (8) return activated sludge ("RAS") pipelines routed from the clarifiers to the Tertiary Blower Building RAS galley. Single 42-inch pipelines serving each clarifier connect the inlet mixed liquor open channel to the clarifier inlet flow split boxes. There is a connecting channel between the two (2) mixed liquor channels (each serving eight clarifiers) with isolating wood sluice gates. The BNR2 process initially worked in series with the Biological Nutrient Removal 1 ("BNR1") process, but was modified in 1991 to operate in parallel with BNR1. The clarifiers have been in operation for more than 30 years and many components are nearing the end of their useful life.

The Project replaces clarifier mechanisms and appurtenances (including access bridge, walkway, inlet baffles, weir plates, weir cleaning system, scum baffles, and scum collection system) for eight (8) clarifiers, modify service water system and add wash water piping and hose bibs, repair concrete clarifier walls and slabs, replace drain valves and RAS valves serving A-side and B-side clarifiers, rehabilitate clarifier basin groundwater pressure relief valves for the sixteen (16) clarifiers, rehabilitate up to eight (8) RAS pipelines, install six (6) groundwater monitoring wells, replace two (2) mixed liquor channel sluice gates, and replace electrical and instrumentation and control equipment for all sixteen (16) clarifiers. The construction started in November 2019 with anticipated substantial completion by December 2023.

The objective of the Service Order No. 5 ("SO") is for Consultant to provide professional construction management and electrical inspection services for the Project.

This SO consists of the following tasks:

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

### 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 Project Manager shall manage the consultant staff, SO budget, schedule, and monthly invoicing of the construction management and inspection services provided.

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, SO schedule, staff budget, and performance of Consultant's staff.

2. **Coordination:** Consultant shall coordinate work with its staff, and City staff, 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. **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.
4. **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, consultants 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.
5. **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 report for the invoices 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: Construction Management and Electrical Inspection Services**

**A. Services:** Consultant shall provide one (1) full time combination construction manager/electrical inspector for the Project. The construction manager/electrical inspector shall be co-located at the RWF to provide day-to-day onsite construction management and electrical inspection services.

The construction manager shall serve as the primary point of contact when communicating with the contractor. The construction manager shall lead the construction management team, enforce all construction contract requirements and codes, and deliver the project to the overall construction value including contract value and construction contingency and schedule. The construction manager shall coordinate with City staff assigned to construction management roles for the Project.

The construction management and electrical inspection services shall include but are not limited to:

1. **Construction Services**
  - a. **Construction Meetings**
    - (1) **Contract Documents Review:** Review contract documents to become familiar with the Project and contract requirements.

- (2) Site Walks: Participate in site walks with the CIP Project Management ("PM") team and the CIP Construction Management ("CM") team to confirm locations for construction trailers, staging areas, traffic and shutdown planning or to investigate site conditions.
  - (3) Construction Progress Meetings: Organize and facilitate weekly construction progress meetings with the contractor, design engineer and City staff to discuss overall construction progress, construction document status, 3-week look ahead schedule, inspections, contract requirements and non-compliance or incomplete work.
  - (4) Project Team Meetings: Organize and facilitate weekly construction update meetings with the CIP PM team and design engineer to provide an update on progress, issues, change orders, schedule and risks.
  - (5) Construction Coordination Meetings: Organize and facilitate coordination meetings with the RWF Operations and Maintenance ("O&M") staff and/or other construction project teams as appropriate and necessary to coordinate construction activities, process shutdowns and tie-ins, changes during construction, start-up, testing and commissioning.
  - (6) Construction Scheduling Meetings: Organize and facilitate construction scheduling meetings with the contractor, project schedulers and City staff as appropriate and necessary to coordinate construction schedule review and updates.
  - (7) Prepare agendas and meeting materials in advance of the meeting and prepare minutes following each meeting.
  - (8) Attend other meetings including construction management team reporting/briefing meetings, CIP leadership update meetings, and CM and O&M coordination meetings.
  - (9) Organize and facilitate testing, start-up and commissioning meetings in coordination with the Testing, Startup and Commissioning ("TSC") staff.
  - (10) Organize and facilitate meetings to discuss, negotiate and resolve PCOs and change orders.
  - (11) Organize and facilitate ad-hoc meetings as required to address and resolve specific issues and other matters.
- b. Correspondence and Communication
- (1) Follow communication protocols described in the CIP CAP.
  - (2) Communicate City's official directions and decisions to the contractor.
  - (3) Interface with the CIP PM team to review construction issues, schedule and cost impact.
  - (4) Prepare monthly CM reports to describe construction progress and key activities of the month, provide updates on construction contract cost and schedule milestone, and highlight risks, significant PCOs, claims, and other issues of concerns. Include proposed actions to resolve issues and outstanding matters.
- c. Submittal Review Management
- (1) Review contractor's Schedule of Submittals for completeness and confirm that key submittals for long lead items are reflected in the contractor's baseline schedule.
  - (2) Identify and monitor the schedule for critical submittals.

- (3) Review all contractor's submittals for completeness and general compliance with the contract documents prior to submission to the design engineer and/or the City. Forward submittals to the design engineer and/or the City for review as appropriate. Coordinate the City's comments with the design engineer and provide official response to the contractor.
  - (4) Log submittals properly. Track and report on submittals including overdue submittals. Manage actions to resolve submittal issues including overdue submittals and responses.
- d. RFI and DCM Management
- (1) Review all contractor's RFIs prior to submission to the design engineer and/or the City. Forward them to the design engineer and/or the City for response as appropriate. Coordinate the City's response with the design engineer and provide official response to the contractor.
  - (2) Coordinate DCM development with the design engineer and the City. Provide official DCMs to the contractor.
  - (3) Log RFIs and DCMs properly.
- e. Schedule Monitoring and Review
- (1) Monitor and enforce Contractor's compliance with all aspects of the scheduling specifications in coordination with City's project controls. Recommend options for minimizing schedule risk to critical or near critical path activities.
  - (2) Three-Week Look Ahead Schedules/Monthly Schedule Updates - Monitor and review schedules. Provide comments and coordinate deviations from baseline schedule with the project schedulers. Utilize three-week look ahead schedules to monitor and report contractor progress.
  - (3) Develop actions to recover or mitigate schedule delays including contractor development of recovery schedules.
  - (4) Review contractor submitted Time Impact Analyses (TIAs) in coordination with the City's project controls.
- f. Change Order Management
- (1) Evaluate technical and price components of the contractor's PCOs and make recommendations in coordination with City's cost control.
  - (2) Prepare and issue Letter of Intent ("LOI") or Requests for Quotations (RFQs) to the contractor for pricing.
  - (3) Negotiate change orders with the contractor in coordination with the City.
  - (4) Prepare and issue LOI or field directives for urgent work on force account in the event that a final price cannot be negotiated in advanced to maintain the project schedule.
  - (5) Prepare contract change order documentation for City review and approval.
  - (6) Coordinate daily inspection reports, submittals, RFIs and other documentation within EADOC to support or defend changes/claims.
  - (7) Maintain logs of PCOs, CCOs and manage actions to resolve issues and overdue PCOs and CCOs.
  - (8) Monitor construction value and contingency budget, report on current and forecasted construction value and contingency, identify risks to the contract value and contingency, and make recommendations on use of contingency.

g. Claim/Notice Management:

- (1) Review and coordinate with City on responses to contractor's claims and notices. When directed by the City, respond to contractor claims and notices.
- (2) After consulting with the City, prepare and give the notices of non-compliance to the contractor.
- (3) Maintain files of all relevant documentation for all claims and potential claim issues.
- (4) Manage assessment of all contractor claims issues and contractor submittal of claim documents including TIAs.
- (5) Make recommendations to the City for the resolution of contractor claims.

h. Process Shutdown Requests ("PSRs") Management

- (1) Implement PSR protocol.
- (2) Organize and facilitate pre-PSR meetings and site walks with the contractor and the O&M staff.
- (3) Review contractor's PSRs and coordinate with the City.
- (4) Attend the PSR review meetings with the contractor and obtain the PSR approval from the City prior to commencement of work.
- (5) Confirm daily construction operations are coordinated with other on-going CIP projects and O&M activities.

i. Progress Payment

- (1) Confirm progress payment is consistent with the request for payment.
- (2) Monitor required monthly submissions (e.g., lien releases, record drawings, labor compliance, etc.)
- (3) Review and provide a recommendation for City approval of contractor's progress payments based on observed percentage of work activities completed and the approved Schedule of Values.
- (4) Coordinate the review of the contractor's certified payroll by the City.

j. Permits: Confirm that contractor obtains and complies with all necessary permits for the Project.

k. Safety

- (1) Follow HASP.
- (2) Confirm contractor and Consultant workers receive orientation training.
- (3) Monitor Contractor compliance with its approved health and safety plan. Coordinate with the Contractor and the Health and Safety Manager to verify that Contractor has resolved all deficiencies and other issues with Contractor's health and safety plan.
- (4) Report incidents to the City's Contract Manager and the CIP's Safety Manager.
- (5) Coordinate with CIP's Safety Manager for input to contractor submitted PSRs.
- (6) Monitor the implementation of the contractor's traffic control plan and dust control plan.
- (7) Maintain records of contractor and project safety statistics and performance in coordination with the City's Health and Safety Manager.

- I. City Staff Training: Train and mentor the City resident engineer and document management staff on all aspects of construction management.
  - m. Substantial Completion: Prepare and issue a Certificate of Partial Substantial Completion as applicable and a Certificate of Substantial Completion to the contractor upon City approval.
  - n. Provide contract administration services as required by the construction contract specifications and the City's Construction Administration Plan ("CAP").
  - o. Testing, Start-Up and Commissioning: Oversee and support testing, start-up and commissioning activities.
  - p. Bentley ProjectWise CM Software: Consultant shall utilize the Bentley ProjectWise, 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, 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 the Bentley ProjectWise CM 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 the Bentley ProjectWise CM. The City may change the document management system during the contract and Consultant shall utilize any new systems adopted by the City.
  - q. Consultant shall follow the City's standards, CIP Construction Administration Plan ("CIP CAP") and contract documents.
2. Project Close-Out Services
- a. Manage the contract close-out in compliance with the contract requirements and City protocols.
  - b. Punch List: Prepare punch list and coordinate development of and tracking through completion.
  - c. Record Drawings: Review and verify adequacy of as-built drawings at specified milestones.
  - d. Warranty/O&M Manuals and Training: Review and develop warranty tracking documentation.
  - e. Final Payment: Reconcile all contractor bid items, change orders and outstanding punch item list and prepare final payment document and lien release for City review and approval.
  - f. Claims: Prior to final payment documentation and lien release, review all claim documentation and confirm satisfactory resolution of outstanding claims. Report to the City on claim resolution in conjunction with final payment documentation and lien release.
  - g. Lessons-Learned Workshop: Organize and facilitate a lessons-learned workshop with City staff. Prepare agendas and presentation in advance of the workshop and minutes following the workshop.
  - h. Close-Out Documents: Coordinate and compile project close-out documents including
    - (1) Factory Acceptance Test Reports
    - (2) Installation and Pre-Operational Testing Checklists
    - (3) Certificates of Proper Installation
    - (4) Testing, Start-up and Commissioning Plan

- (5) Functional Testing Reports
- (6) Operational Testing Report
- (7) CMMS Data
- (8) Equipment Summary Form
- (9) Equipment Warranty Summary Form
- (10) Spare Parts List
- (11) Standard Operating Procedures
- (12) O&M Manuals
- (13) Training Plan and Materials
- (14) O&M Receipts of Warranties, Spare Parts, Manuals and Trainings
- (15) Record Drawings
- (16) Permits and Final Inspection Reports
- (17) Project Completion Sign-Off Form
- (18) Punch List Completion Form
- (19) Project Completion Report
- (20) Project Performance Measurement Worksheet
- (21) Certificate of Partial Substantial Completion as applicable
- (22) Certificate of Substantial Completion
- (23) Notice of Completion and Acceptance Memo
- (24) Notice of Completion and Acceptance Form

3. Electrical Inspection Services

a. General Field Inspection

- (1) Review contract documents to become familiar with the Project and contract requirements.
- (2) Review and field verify contractor's construction photos and videos.
- (3) Inspect materials as they are delivered to the site for conformance to the contract documents and approved submittals.
- (4) Observe and monitor contractor daily construction activities to confirm compliance with the contract documents, codes and permits.
- (5) Oversee workmanship, quality, schedule and planning.
- (6) Provide field coordination with the O&M staff for RWF impacting activities or with other construction projects for construction impacting activities.
- (7) Maintain photographic records of progress.
- (8) 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.



- (9) 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.
- (10) Review contractor's as-built drawings monthly and confirm they are up to date.
- (11) 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.
- (12) Participate in construction progress meetings and identify schedule, quality or safety concerns.
- (13) Verify spare parts provided by the contractor and hand them over to the O&M staff with proper documentation.
- (14) Review RFIs and Design Change Memos to verify contractor compliance with up to date contract design documents.
- (15) Track and monitor all non-conforming construction work, recommend corrective action to the City, and if directed by the City to the contractor, and verify corrective work once performed by the contractor.

b. Special Inspections and Material Testing

- (1) Plan and coordinate special inspection and material testing with the third party inspection firm.
- (2) Plan and coordinate code compliance inspections with the City Structural Engineering and Code Inspections ("SECI").
- (3) Plan and coordinate permit inspections with the applicable permit agencies.
- (4) Confirm all third party field inspectors have appropriate qualifications and maintain copies of all inspectors certifications.
- (5) Prepare and submit inspection request forms.
- (6) Review and submit test reports, follow up with any non-conforming work requiring corrective action and schedule re-inspections.

c. Testing, Start-Up and Commissioning

- (1) Review and provide comments on contractor's TSC plan.
- (2) Attend TSC meetings.
- (3) Assist TSC manager in coordinating activities and resolving testing issues.
- (4) Participate in TSC activities, witness and document all tests.
- (5) Document daily TSC activities and evaluate compliance with TSC plans and contract documents.
- (6) Maintain documentation to support sign-off of equipment required for TSC activities.
- (7) Compile completed test documentation.
- (8) 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. Construction Services:
  - a. Meeting agendas and minutes
  - b. Monthly CM reports
  - c. Official submittal and RFI responses, and DCMs to the contractor
  - d. Review comments on preliminary schedule, baseline schedule, three-week look ahead schedule and monthly schedule updates
  - e. Recommendations for change orders
  - f. RFQs
  - g. Field directives
  - h. Contract change order approval documentation
  - i. Response letters to contractor's claims/notices
  - j. Notices of non-compliance
  - k. Review comments on PSRs and Schedule of Values
  - l. Recommendation for progress payments
  - m. Lien releases
  - n. Collect applicable permits
  - o. Incident reports
  - p. Certificate of partial substantial completion as applicable
  - q. Certificate of substantial completion
2. Project Close-Out Services:
  - a. Punch list
  - b. Collect as-built drawings from the contractor.
  - c. Review comments on warranty and O&M manuals.
  - d. Final payment documentation and lien release.
  - e. Lessons-Learned Workshop agenda, presentation and minutes
  - f. Confirmation of satisfactory resolution of outstanding claims
  - g. Compilation of project close-out documents listed under Paragraph A. 2. h of this task
3. General Field Inspection:
  - a. Review comments on contractor's construction photos
  - b. Daily inspection reports
  - c. Provide construction progress photos
  - d. Review comments on contractor's as-built drawings
  - e. Inspector's as-built redlines.
  - f. Spare parts hand over documentation
4. Special Inspections and Material Testing:
  - a. Inspection request forms and testing reports for special inspections, material testing, code inspections and permit inspections.

5. 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: 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: Katie Razavi	Phone No.: 408-635-6650
Department: Public Works	Email: katie.razavi@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."***

<b><u>CONSULTANT's Contract Manager</u></b>		<b><u>Required to File Form 700?</u></b>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
Name: Mark W. Takemoto	Phone No.: (925) 296-8007	01/17/22		
Address: 2300 Clayton Road, Suite 950, Concord, CA 94520	Email: takemotomw@cdmsmith.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:	Email:		
1. Mir Idrees Sultan	Construction Manager and Electrical Inspector	sultanm@cdmsmith.com	09/01/22	
2.				

**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.	
3.	

**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.	
3.	

**5. 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.

<b>SO Staff Role</b>	<b>Home Office</b>
Construction Manager/Electrical Inspector	San Francisco, CA

## 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 – Project Management	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$24,500.00	\$0	\$0	\$0	\$24,500.00
Task 2 – Construction Management and Electrical Inspection Services	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$440,500.00	\$0	\$0	\$0	\$440,500.00
<b>Maximum Compensation</b>		\$465,000.00	\$0	\$0	\$0	\$465,000.00

## Attachment D: Level of Effort for Service Order 5 – Nitrification Clarifier Rehabilitation - Phase 1 Project - Construction Management and Electrical Inspection Services

Staff List:

Staff Name	Employee / Subconsultant / Contract Personnel	Role	Onsite / Offsite	Actual Hourly Salary Rate (\$/hr)	Multiplier / Markup (per MCA)	Est. Billing Rate (1/1/22 to 3/31/23)	Est. Billing Rate (4/1/23 to 12/31/23)
Mark W. Takemoto	Employee	Project Manager	Offsite	\$103.96	3.08	\$320.20	\$332.89
Mir Idrees Sultan	Employee	Construction Manager/ Electrical Inspector	Onsite	\$91.72	2.45	\$224.71	\$224.71
Paul J Opem	Employee	Safety Lead	Offsite	\$62.02	3.08	\$191.02	\$198.59
Christine M. Wood	Employee	Contract Administrator	Offsite	\$54.47	3.08	\$167.77	\$174.42

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 2022-2023 & 2023-2024:

Fiscal Year	2022 – 2023						2023-2024					
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mark W. Takemoto	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75
Mir Idrees Sultan	163.33	163.33	163.33	163.33	163.33	163.33	163.33	163.33	163.33	163.33	163.33	163.33
Paul J Opem	2	0	0	0	0	0	0	0	0	0	0	0
Christine M. Wood	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67	2.67
<b>Total Hours/month</b>	<b>172.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>	<b>170.75</b>

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.

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 2022-2023 & 2023-2024:

Fiscal Year		2022 – 2023				2023-2024			
Staff Initial		MWT	MIS	PJO	CMW	MWT	MIS	PJO	CMW
<b>Billing Rate (\$/hr)</b>		\$320.20	\$224.71	\$191.02	\$167.77	\$332.89	\$224.71	\$198.59	\$174.42
Task	Task Title								
Task 1	Project Management	29	0	2	16	29	0	2	16
Task 2	Construction Management & Electrical Inspection Services	0	980	0	0	0	980	0	0
<b>Totals</b>		<b>29</b>	<b>980</b>	<b>2</b>	<b>16</b>	<b>29</b>	<b>980</b>	<b>2</b>	<b>16</b>

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%)

		<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>	<b>Column 6</b>	<b>Column 7</b>
<b>Task</b>	<b>Task Title</b>	<b>Multiplier Compensation</b>	<b>Contract Personnel</b>	<b>Reimbursable Expenses</b>	<b>Subconsultant Costs</b>	<b>Total Compensation</b>
<b>Task 1</b>	Project Management	\$24,500	\$0	\$0	\$0	\$24,500
<b>Task 2</b>	Construction Management & Electrical Inspection Services	\$440,500	\$0	\$0	\$0	\$440,500
<b>Maximum Compensation</b>		\$465,000	\$0	\$0	\$0	\$465,000