

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

1a.	CPMS Contract No.: 9438-3	1b.	AC Contract No.: 31413
2.	Approved Service Order No. 9	Master Agreement Records Database Contract No.: 666256	
3.	Consultant's Name: CDM Smith Inc. ("Consultant")		
4.	Project Name: Construction Inspection Services for the Facility-wide Water System Improvement Project ("Project")		
5.	Project Location: San José-Santa Clara Regional Wastewater Facility ("RWF"), 700 Los Esteros Road, San José, CA 95134		
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), "C" (Compensation Table), and "D" (Level of Effort), which are incorporated herein by references.		
7.	Budget/Fiscal:		
a.	Current unencumbered amount in Master Agreement:	\$	5,226,326.00
b.	Maximum Service Order Compensation for this Approved Service Order:	\$	184,414.00
c.	New unencumbered balance in Master Agreement (7.a – 7.b):	\$	5,041,912.00
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:	512	Appn:	7679
		RC:	181245
		Amount:	\$ 184,414.00
Fund:		Appn:	
		RC:	
		Amount:	\$
Fund:		Appn:	
		RC:	
		Amount:	\$
Authorized Signature: <u>Harpal Singh</u>		Date: _____	
Email: harpal.singh@sanjoseca.gov Date: 03/29/2024 PDT			

8.	Division Analyst Approval:	<u>Mary Crippen</u> Email: mary.crippen@sanjoseca.gov Date: 03/29/2024 PDT	Date: _____
9.	Consultant Approval:	<u>Hala Z. Titus</u> Email: htitus@cdmsmith.com Date: 03/28/2024 PDT	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 provisions of the Approved Service Order Form.)			

☒ Approved as to Form:

Attorney
Kevin Fisher
Assist City Attorney U
kevin.fisher@sanjoseca.gov

Kevin Fisher

Email: kevin.fisher@sanjoseca.gov
Date: 04/02/2024 PDT
Sr. Deputy City Attorney

Date: _____

11. City Director Approval:

Mariana Chavez Vazquez

Email: mariana.chavez-vazquez@sanjoseca.gov
Date: 04/08/2024 PDT

Date: _____

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.

General Description of Project for which Consultant will Provide Services:

The Project will rehabilitate and upgrade the existing water systems at the RWF. The four (4) separate water systems are:

- 1W – Potable Water
- 2W – Ground Water
- 3W – Process Water
- 4W – Fire Protection Water

The 1W, 2W and 3W Water Systems provide water to support the continuous operations of the RWF. The 4W System supplies water to fire hydrants and fire sprinkler systems. The water systems were constructed over time with various facility expansions and need rehabilitation and upgrades. Construction is scheduled to begin in March 2024, with substantial completion expected by February 2027.

The objective of Service Order ("SO") is for the Consultant to provide construction inspection services for the Project. This SO consists of the following tasks:

- Task No. 1: Project Management
- Task No. 2: Construction 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 and subconsultant staff, SO budget, schedule and monthly invoicing of the construction inspection 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 SO schedule, staff budget, and performance of Consultant's staff, and sub-consultant's staff.
2. Coordination: Consultant shall coordinate work with its staff and, 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. 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, 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) calendar days for some reason beyond the Consultant's control).
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 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: July 31, 2024.
- ☐ On or before ____ Business Days from _____.

Task No. 2: Construction Inspection Services

A. Services: Consultant shall provide one (1) full time mechanical/civil inspector for the Project. The inspector shall be located at the RWF to provide day-to-day onsite mechanical and civil inspection services. The Construction inspection services shall include:

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 the City, and if directed by the City to the contractor, and verify corrective work once performed by the contractor.
2. CM 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. 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.
3. 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.
4. 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. Daily inspection reports
 - b. Construction progress photos
 - c. Review comments on contractor's as-built drawings
 - d. Inspector's as-built redlines.
 - e. 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: July 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: Helena Choi	Phone No.: (408) 635-4010
Department: Public Works	Email: helena.choi@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: Lauren Sullivan	Phone No.: (925) 296-8018			X	
Address: 2300 Clayton Road Suite 950 Concord CA 94520 United States	Email: sullivanlr@cdmsmith.com				
<u>Other Staffing</u>					
Name:	Assignment:	Email:			
1. Jonathan Cowsert	Mechanical/Civil Inspector	jcowsert@epccconsultants.com	02/20/24		
2. Mark Takemoto	Project Manager	takemotomw@cdmsmith.com	02/02/24		

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. EPC Consultants	Inspection Services

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.	

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

Name	Home Office
Jonathan Cowser	Redding, 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	Home Office
Mechanical/Civil Inspector	Redding, CA

7. Leased Apartments: Pursuant to Exhibit B, Section 3.1 of the Agreement, the maximum allowable compensation for a leased apartment will be \$3,000 per month under this SO. The following Consultant staff are eligible for leased apartments:

Name
Jonathan Cowser

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	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$8,722	\$0	\$0	\$0	\$8,722
Task No. 2 – Construction Inspection Services	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$0	\$0	\$15,000	\$160,692	\$175,692
Maximum Compensation		\$8,722	\$0	\$15,000	\$160,692	\$184,414

Attachment D: Level of Effort for Service Order 8 – Construction Inspection Services for the Facility-wide Water System Improvement Project

Staff List:

Staff Name	Employee / Subconsultant / Contract Personnel	Role	Onsite / Offsite	Actual Hourly Salary Rate (\$/hr)	Multiplier / Markup (per MCA)	"Est. Billing Rate 3/1/2024 – 07/31/2024"
Sullivan, Lauren	Employee	Contract Manager	Offsite	\$ 97.97	3.08	\$ 301.75
Takemoto, Mark	Employee	Project Manager	Offsite	\$ 113.53	3.08	\$ 349.67
Opem, Paul J	Employee	Safety Lead	Offsite	\$ 68.05	3.08	\$ 209.59
Wood, Christine M	Employee	Contract Administrator	Offsite	\$ 58.06	3.08	\$ 178.82
Cowsert, Jonathan	Subconsultant	Mech/Civil Inspector	Onsite	\$ 175.50	1.05	\$ 184.28

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 2023-2025:

Fiscal Year	2023– 2024											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hours in Each Month												
Staff Name												
Sullivan, Lauren									2	2	2	2
Takemoto, Mark									2	2	2	2
Opem, Paul J									2	0	0	0
Wood, Christine M									2	2	2	2
Cowsert, Jonathan									168	176	184	160
<i>Total Hours/month</i>									176	182	190	166

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

*Note CDM Smith's rate adjustments take place at the beginning of April each year.

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.

Fiscal Year	2024– 2025											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hours in Each Month	184											
Staff Name												
Sullivan, Lauren	2											
Takemoto, Mark	2											
Opem, Paul J	0											
Wood, Christine M	2											
Cowsert, Jonathan	184											
Total Hours/month	190											

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

Fiscal Year		2023 - 2024				
Staff Name		Sullivan, Lauren	Takemoto, Mark	Opem, Paul J	Wood, Christine M	Cowsert, Jonathan
Billing Rate (\$/hr)		301.75	349.67	200.59	178.82	184.28
Task	Task Title					
Task 1	Project Management	2,414	2,797	419	1,431	
Task 2	Construction Inspection Services					126,785
Totals		2,414	2,797	419	1,431	126,785

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%)

For Subconsultants or Contract Personnel: Rate (\$/hr) = subconsultant hourly rate (\$/hr) x markup rate (maximum 5%)

Estimated Cost for each Consultant Staff in Fiscal Year 2024 - 2025:

Fiscal Year		2024 - 2025				
Staff Name		Sullivan, Lauren	Takemoto, Mark	Opem, Paul J	Wood, Christine M	Cowsert, Jonathan
Billing Rate (\$/hr)		301.75	349.67	200.59	178.82	184.28
Task	Task Title					
Task 1	Project Management	604	699	-	358	
Task 2	Construction Inspection Services					33,908
Totals		604	699	\$-	358	33,908