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

Cover Page

1a.	CPMS Contract No.: 9468-C 1b		AC Contract I	No.: 31681					
2.	Approved Service Order No. 08								
3.	Consultant's Name: Professional Services Industries, Inc	(Int	tertek-PSI)						
4.	Project Name: 8963 – Mineta San José International Airport – Aircraft Rescue and Fire Fighting Facility Fire Station No. 20								
5.	Project Location:1120 Coleman Ave, San José, CA 9511	0							
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.								
7.	Budget/Fiscal:								
	a. Current unencumbered amount in Master Agreement:				\$	925,968.00			
	b. Maximum Service Order Compensation for this Approved Service Order: \$ 50,0								
	c. New unencumbered balance in Master Agreement (7.a – 7.b): \$ 875,980.0								
	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: 527 Appn: 401D RC: 195235 Amount: \$ 5,435								
	Fund: 527 Appn: 401D RC Fund: 520 Appn: 401D RC	_	203645	Amount:	_	5,435 12,000			
	Fund: 498 Appn: 419G RC	_	204415	Amount:	_	-			
	Fund: 520 Appn: 401D RC	: _	195235	Amount:	\$_	22,565			
	Authorized Signature: Aida Ballou			D	ate:	11/29/2021			
8.	Division Analyst Approval: Aida Bac	lli	9U	D	ate:	11/29/2021			
9.	Consultant Approval:	1		D	ate:	11/12/21			
10.	Approval as to Form (City Attorney):	/							
	Service Order Form Approved by the Office of the Cit (Maximum Service Order Compensation is \$100,000 or less, and to	-	-	vice order for	m are	not altered.)			
	Approved as to Form:			D	ate:				
11.	City Director Approval: Sr. Dept. City Attorney	<u>.</u>	_	D	ate:	11/30/2021			

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Cover Page

Form/File No.: 1349550/T-32026

City Attorney Approval Date: September 2016

Page: 1 of 1

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.

General Description of Project for which Consultant will Provide Services: The City is undertaking the construction of a single story Aircraft Rescue and Fire Fighting ("ARFF") Facility – Fire Station No. 20 project ("Project") at Mineta San José International Airport. The Project location is on the southwest corner of the Airport, on the east side of the Coleman Avenue, and just south of Newhall Drive. The Project will include ARFF Vehicle Bays, EMS Vehicle Bay, Fire Truck Apparatus Bay, Offices, Restrooms, Dormitories, Kitchen, Exercise Room, Day Room, Conference Room, Workshop, Turnout Room, Parking Lot, and other various items necessary for an ARFF Facility and Fire Station.

This Project requires special inspections and material testing during construction per the San José Municipal Code, the 2016 California Building Code ("CBC"), and the approved Project plans and specifications. This Service Order No. 07 ("SO") consists of the Consultant providing the following special inspection and material testing tasks:

Task No. 1: Cast-In-Place Concrete and Concrete Reinforcing Inspections and Testing

Task No. 2: Structural Masonry Testing and Inspections

Task No. 3: Structural Steel and Metals Testing and Inspections

Task No. 4: Fireproofing Testing and Inspections

Task No. 5: Waterproofing and Water Penetration Testing and Inspections

Task No. 6: Project Management

Task No. 1: Cast-In-Place Concrete and Concrete Reinforcing Inspections and Testing

- A. <u>Services</u>: The Consultant shall conduct cast-in-place concrete and concrete reinforcing inspections and testing, as requested, in writing, by the City of San José ("City"), during the construction of the Project. The inspections and testing shall be performed in accordance with the approved Project plans and specifications, and Chapter 17 Structure Tests and Special Inspections of the 2016 CBC. The concrete and rebar placement inspections shall include, but not be limited to, the following activities:
 - a. Inspect and review construction materials submittals;
 - b. Inspect concrete, rebar, rebar couplers, post-installed dowels/anchors, field slump and air content testing, concrete sampling; and
 - c. Additional concrete sampling and transportation of such samples to the Consultant's laboratory for concrete compression tests.

Inspectors shall be certified by the American Concrete Institute ("ACI") and International Code Council ("ICC") for reinforced Concrete. The structural steel inspectors shall be certified by American Institute of Steel Construction ("AISC").

- B. Deliverables: The Consultant shall provide the following deliverables in PDF format:
 - a. Certification of inspectors 10 Business Days before each inspection;
 - b. Within three working days following receipt of the materials submittals from the City, provide City with the written report verifying whether the submittals comply with the standards and requirements of the Project plans and specifications;

Form Name: Master Consultant Agreement (Capital Projects)

Service Order - Attachment A: Tasks

Form/File No.: 1349550/T-32026

CPMS Contract No. 9468-C Service Order No. 08 Consultant: Professional Service Industries, Inc. (Intertek-PSI)

- c. If the materials submittals do not comply with the standards and requirements contained in the Project plans and specifications, provide written report describing how the submittals are deficient and what actions are needed for the Project contractor to obtain necessary compliance with the standards and requirements contained in the Project plans and specifications; and
- d. Inspection and testing reports submitted to the City Project Inspector within 24 hours of inspection and would address any corrections.

C.		etion Time: The Consultant shall complete this task in accordance with whichever one of the g time is marked:
	\boxtimes	On or before the following date: February 1, 2022.
		On or before Business Days from

Task No. 2: Structural Masonry Testing and Inspections

- A. <u>Services</u>: The Consultant, as directed, in writing, by the City during the construction of the Project, shall conduct and perform structural masonry tests and inspections in accordance with the approved Project plans and specifications, and Chapter 17 Structure Tests and Special Inspections of the 2016 CBC.
 Inspectors shall be certified by ICC for Structural Masonry.
- B. Deliverables: The Consultant shall provide the following deliverables in PDF format:
 - a. Certification of inspectors 10 Business Days before each inspection; and
 - b. Inspection and testing reports submitted to the City Project Inspector within 24 hours of inspection and would address any corrections.

C.		etion Time: The Consultant shall complete this task in accordance with whichever one of the g time is marked:
	\boxtimes	On or before the following date: February 1, 2022.
		On or before Business Days from

Task No. 3: Structural Steel and Metals Testing and Inspections

- A. <u>Services</u>: The Consultant shall conduct structural steel and metals testing and inspections, as requested, in writing, by the City, during the construction of the Project. The structural steel and metal inspections shall be performed in accordance with the approved Project plans and specifications, CBC Section 1705, including Sub-section 2, Steel Construction and American Welding Society D1.1. The structural steel inspections shall include, but not be limited to, the following activities:
 - Inspect and certify the welding operations at the Project construction site and at the steel and metal fabrication shop as needed to meet the standards and requirements contained in the Project plans and specifications or as otherwise requested by the City;
 - Verify that the welder certifications, material preparation, welding procedures, structural steel mill
 certificates and material identifications comply with the standards and requirements contained in
 the Project plans and specifications;
 - c. Verify, inspect, and test structural welds at Project construction site and at the steel and metal fabrication shops as provided for in the standards and requirements contained in the Project plans and specifications or as otherwise requested by the City;
 - d. Perform special inspection and certification of welding of bolts, embeds and reinforcing steel, structural steel, anchor/expansion bolts, steel studs, reinforcing steel strands and rebar, mechanical connectors (splices), high strength bolting, concrete slab embedment and

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Attachment A: Tasks

Form/File No.: 1349550/T-32026

Consultant: Professional Service Industries, Inc. (Intertek-PSI)

penetrations coordination, and field inspections of adhesive anchor bolts for compliance with the standards and requirements contained in the Project plans and specifications;

- e. Perform special inspection and testing of metal decking, acoustic checks of shear studs and other miscellaneous metal fabrication;
- f. Perform inspections and testing on high strength bolts and torque testing; and
- g. Ultrasonic Testing ("UT")/Non-Destructive Testing ("NDT") of structural welds.

Welding inspectors shall be certified by American Welding Society ("AWS") and ICC for Structural Steel and Welding/Bolting.

<u>Deliverables</u>: The Consultant shall provide the following deliverables in PDF format:

- a. Certification of inspectors 10 Business Days before each inspection; and
- b. Inspection and testing reports submitted to the City Project Inspector within 24 hours of inspection; if compliance is not achieved, the report must identify the corrective action is needed to obtain compliance; the Consultant shall re-perform the inspection and or test within 2 working days of being notified by the City or Project contractor that such corrective action was taken.
- C. <u>Completion Time</u>: The Consultant shall complete this task in accordance with whichever one of the following time is marked:

\boxtimes	On or before the following	g date: <u>February 1, 2022</u> .
	On or before Busines	ss Days from

Task No. 4: Fireproofing Testing and Inspections

- **A.** <u>Services</u>: The Consultant shall perform fireproofing tests and inspections, as requested, in writing, by the City, during the construction of the Project. These tests and inspections shall be performed in accordance with the approved Project plans and specifications. The fireproofing tests and inspections shall include, but not be limited to, the following activities:
 - a. Metal and steel fabrication shop and on-site visual inspection of the surface preparation, and special and intumescent coating, and sprayed fire-resistive materials ("SFRM") applications;
 - b. Perform fireproofing bond cohesion/adhesion test; and
 - c. Inspection and verification of the coating, film and fireproofing thickness and continuity after the fireproofing application.

Fireproofing inspectors shall be educated and trained in conducting, supervising and evaluating tests and inspections and certified by ICC for SFRM and Intumescent Fireproofing.

- B. Deliverables: The Consultant shall provide the following deliverables in PDF format:
 - a. Certification of inspectors 10 Business Days before the inspection; and
 - b. Inspection and testing reports submitted to the City Project Inspector within 24 hours of inspection and would address any corrections if compliance was not achieved; if corrective action is needed, Consultant shall re-perform the inspection and/or test within 2 working days of being notified by the City or Project contractor that such corrective action was taken.

C.	Compl	<u>etion Time</u> :	The (Consultant	shall	complete	this	task	in acc	cordanc	e with	whicheve	er on	e of	the
	followir	ng time is ma	rked:												
	\square	On or before	e the t	following d	ate: F	ehruary 1	20	22							

On or boioro and	ionowing date: I obradity 1, 2022.
On or before	Business Days from

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Attachment A: Tasks

Form/File No.: 1349550/T-32026

CPMS Contract No. 9468-C Service Order No. 08 Consultant: Professional Service Industries, Inc. (Intertek-PSI)

Task No. 5: Waterproofing and Water Penetration Testing and Inspections

- **A.** <u>Services:</u> The Consultant, as directed, in writing, by the City during the construction of the Project, shall perform those tests and inspections for all waterproofing and water penetration construction works identified in the Project plans and specifications. The inspections shall include, but not be limited to, the following activities:
 - a. Shop and field testing and inspections on waterproofing works, and resistance to water penetration under uniform and cyclic static air pressure differences of installed exterior windows, skylights, curtain walls, and doors; and
 - b. Water penetration testing on stucco on drywall construction, and on concrete and concrete masonry constructions.
- B. <u>Deliverables</u>: The Consultant shall provide the following deliverables in PDF format:
 - a. Certification of inspectors 10 Business Days before the inspection; and
 - b. Inspection and testing reports submitted to the City Project Inspector within 24 hours of inspection and would address any corrections.
- C. Completion Time: The Consultant shall complete this task in accordance with whichever one of the following time is marked:

 ☐ On or before the following date: February 1, 2022.
 ☐ On or before ___ Business Days from _____.

Task No. 6: Project Management

- **A.** <u>Services</u>: The Consultant shall provide project management for all Tasks listed within this Service Order No. 07 which includes, but not be limited to the following:
 - a. Weekly Reports on the Task Services listed; and
 - b. Final Report/Affidavit at the completion of the Task Services listed.
- B. <u>Deliverables</u>: The Consultant shall provide the following deliverables in PDF format:
 - a. Weekly Reports on the inspections and testing performed on the Task Services submitted to the City Project Manager on the next business day of the end of the week.
 - b. Final Report/Affidavit submitted to the City Project Manager within 5 business days of completion of the Tasks listed. The Final Reports/Affidavits shall include affidavits of completion of testing and inspections set forth in the Task Services, and describe the work inspected, material tested and period of inspection performed.
- Completion Time: The Consultant shall complete this task in accordance with whichever one of the following time is marked:
 On or before the following date: February 1, 2022

On or boloro the	ionowing date: i obidi	ary 1, 2022.
On or before	Business Days from	·

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Attachment A: Tasks

Form/File No.: 1349550/T-32026

Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name:	Phone No.:
Chris De Guzman	(408) 535-8300
Department:	E-mail:
Public Works	chris.deguzman@sanjoseca.gov
Address:	
Department of Public Works City Facilities Architectural Services	
200 E Santa Clara St., Tower 6th Fl.	
San José, CA 95113	

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?				
Consultant's Co	Consultant's Contract Manager					
Name:	Phone No.:					
Trent Anderson	(408) 669-5500	3/5/2021				
Address:	Email:					
380 Tenant Ave., Suite 3 Morgan Hill, CA 95037	trent.anderson@intertek.com					
Other S	<u>Staffing</u>					
<u>Name</u> :	<u>Assignment</u> :					
1.						
2.						
3.						

Form Name: Master Consultant Agreement (Capital Projects)

Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349550/T-32026

CPMS Contract No. 9468-C Service Order No. 08 Consultant: Intertek-PS1

4.

	The Consultant can use the following subcon and deliverables:	isultants to assist in	providing the required ser
	Subconsultant's Name	Area	a of Work
	1.		
	2.		
	3.		
Servic dentif	bursable Expenses: If the Compensation Tab be Order states that the City will reimburse the City in Subsection 10.5.3 of the Master Agreement and additional reimbursable expenses	Consultant for experent are Reimbursab	nses, then only the expens
Servic dentif	ce Order states that the City will reimburse the 0	Consultant for experent are Reimbursab are set forth:	nses, then only the expens le Expenses unless the fo
Servic dentif	ce Order states that the City will reimburse the City in Subsection 10.5.3 of the Master Agreement marked and additional reimbursable expenses In addition to the expenses identified in Subs	Consultant for experent are Reimbursabare set forth: ection 10.5.3 of the	nses, then only the expens le Expenses unless the fo
Servic dentif	ce Order states that the City will reimburse the City in Subsection 10.5.3 of the Master Agreement marked and additional reimbursable expenses In addition to the expenses identified in Subsexpenses are Reimbursable Expenses:	Consultant for experent are Reimbursabare set forth: ection 10.5.3 of the	nses, then only the expensele Expenses unless the fo
Servic dentif	ce Order states that the City will reimburse the City in Subsection 10.5.3 of the Master Agreement in marked and additional reimbursable expenses. In addition to the expenses identified in Subsexpenses are Reimbursable Expenses: Additional Reimbursable Expenses	Consultant for experent are Reimbursabare set forth: ection 10.5.3 of the	nses, then only the expensele Expenses unless the fo

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.

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349550/T-32026

CPMS Contract No.: 9468-C Service Order No. 08 Consultant: Intertek-PS1

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 – Cor	npensation for Se	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
~	☐ Time & Materials ☐ Fixed Fe	ee 🛛 Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$ 9,497
2	☐ Time & Materials ☐ Fixed Fe	ee 🛛 Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$ 2,919
ဧ	☐ Time & Materials ☐ Fixed Fe	ee 🛛 Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$ 27,218
4	☐ Time & Materials ☐ Fixed Fe	ee 🛛 Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$ 2,685
5	☐ Time & Materials ☐ Fixed Fe	ee 🛛 Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$ 2,737
9	☐ Time & Materials ☐ Fixed Fe	ee 🛛 Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$ 4,945
	ď	Part 2 – Reimbursable Expenses	ole Expenses		
No expenses Column 4 of	No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	Expenses	☐ Expenses are separately reimbursable in the maximum amount of:	the maximum amount of:	€
		Part 3 – Subconsu	Subconsultant Costs		
Subconsultan amount(s) in	Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		Subconsultant costs are separately compensable in the maximum amount of:	oensable in the maximum	\$
		Maximum	Maximum Service Order Compensation (sum of Parts 1 through 3):	(sum of Parts 1 through 3):	\$ 50,000

Page: 1 of 1

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Attachment C: Compensation Table

Form/File No.: 1349550/T-32026 City Attorney Approval Date: September 2016

PUBLIC WORKS - DIRECTOR'S OFFICE TRANSMITTAL

After Division Manager approves, forward transmittal and documents to the "Submit To" person specified on the Public Works Approval Matrix. The matrix can be found on the PW intranet web page.

Name	W Intrance wee	pago.	Your l	Location & Division	Phone No	•
Prepared by: Chris De G	uzman		Public W	ork - CFAS	408-535-8	445
Subject or						
Proj ID/Name 8963 - Airp	ort ARFF Pr	oject: PSI Int	ertek Servi	ce Order #8		
City Attorney (for signature) Deliver to: City Attorney				Approved		re
Council Memo	Council Dat	e 5/7/2019		Date Due to 1	Director's Office	
Draft reviewed by: (provide Attorney Budget Office Client Dept(s) Attachments: Memo Map			Approved: Approved: Approved:	sheets Other_		
Correspondence Info Memo Committee Memo Committee Date Date Due to CMO Director Award Memo Memo Letter Travel Request or Statement Reviewed by Travel Coordinator: Initials Date CMO Transmittal Other		Consulta Amendn Parkland Director Aw Director Construct	on Contract t Agreement int #	\$1,000,000 t >\$290,000 ct >\$1,000,000 ent \le \$290,000 in \text{-\$100,000} jor \le \$1,000,000 ct \le \$1,000,000	single CCO > S Original contrasingle CCO > S Sum of all CC contingency a Contingency S Total CCOs \$ Director Approva	act ≤ \$100,000; \$10,000 act > \$100,000; \$100,000 Os exceed mount:
SECTION MANAGER/ SUPERVISOR:	Rodn	sy Rapa	ion	Rodney Rapson	Date	11/30/2021
DIVISION ANALYST (if applicable)	Signature Signature	la Bal	lou	Print name here Aida Ballou Print name here	Date	11/29/2021
DIVISION MANAGER	C:	see al	bove signatur	Rodney Rapson Print name here	Date	
ADMINISTRATION	Signature Signature	N/A		Suzanne McPherso Print name here	Date	
DEPUTY DIRECTOR	Signature	h Br	~	Katherine Brown Print name here	Date	11/30/2021
ASSISTANT DIRECTOR	Signature			Matt Loese Print name here	ch Date	
Comments:						



FOR YOUR ELECTRONIC SIGNATURE
FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Chris De Guzman

STAFF EMAIL: Chris.deguzman@sanjoseca.g

ΟV

SCANNED SIGNATURE AUTHORIZATION

DATE: <u>11/10/2021</u>	Total Pages: (Including This Page) 8				
CONSULTANT NAME:	Professional Service Industries (Interek-PSI)				
EMAIL:	Trent.anderson@intertek.com				
PHONE:	915-345-0803				
☑ I agree to use electronic signatures					
SIGNATURE OF ANALYST:					
DIRECTIONS:					
REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:					
1. SIGN THE DOCUMENT					
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES					
3. Scan your executed document together with this cover page in BLUE ink					
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):					
TO BE COMPLETED BY CITY STAFF:					
ALTERNATIVE METHODS OF VERIFICATION:					
USE OF A PASSWORD PROTECTED WEBSITE					
Confirmed by a Known Telephone Number					
Personally Known to City Staff					

City of San José Contract/Agreement Transmittal Form

Route Order	Attached / Completed	Electronically Signed			
TO:□ City Attorney □ City Manager ☑ City Clerk OR Return to Dept. (circle one)	 ☐ Insurance Certificates / Wa ☐ Business Tax Certificate ☐ Contacted Clerk re: Form 7 ☐ Supplemental Memorandur 				
Type of Document: Service Order	Type of Contract: Co	nstruction Projects			
REQUIRED INFORMATION FOR A	ALL CONTRACTS:	666637-008 Existing GILES #			
Contractor: Professional Service I	ndustries, Inc.				
Address: 380 Tenant Ave, Morga	n Hill, CA 95037				
Phone: 408-669-5500	Email: t	rent.anderson@intertek.com			
		ons for 8963-Mineta San José International Facility: Design-Build Contract			
Term Start Date: 1/26/21	Term End Date: <u>12/31</u>	/2023 Extension: Select one			
Method of Procurement: N/A	RFB, RFP or RFQ No.: 94	68-C Date Conducted:			
Agenda Date (if applicable): 1/26/2	021	Agenda Item No.: 2.14			
Resolution No.:		Ordinance No.:			
Original Contract Amount: \$1,000,000 Amount of Increase/Decrease:					
Option #: of Option A	Option #: of Option Amount: NTE/Updated Contract Amount:				
Fund/Appropriation:					
Form 700 Required (Selection mandate					
Tax Certificate No.: 8978232210	E	Expiration Date: <u>8/15/2022</u>			
Department: Public Works (57) Department Contact: Chris De Gu	zman/ (408) 535-8445 Cus	stomer (Finance Only):			
Notes: Division Manager Approva	al (\$50,000)				
Department Director Signature:		Date			
Office of the City Manager Signatu	ure:	Date			