Master City of San José Consultant Agreement Approved Service Order

(Capital Projects)

Cover Page

1a.	CPMS Contract No.:	9031-A
		000171

1b. AC Contract No.: 30451

- 2. Approved Service Order No. 05
- 3. Consultant's Name: Anderson Brule Architects, Inc. (CONSULTANT)
- 4. Project Name: 10007 Fire Station 10 Tenant Improvements ("Project")
- 5. Project Location: 511 S Monroe St., San Jose, CA 95128
- 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:	\$ 2,644,721.18
b. Maximum Service Order Compensation for this Approved Service Order:	\$ 9,800.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$ 2,634,921.18

d. **Appropriation Certification**: I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

	Fund: <u>392</u>	7E74 DO: 04477 <u>3</u>	Amount: \$ <u>9,800.00</u>					
	Email: s	uzanne.mcpherson@sanjoseca.gov	Date:					
8.	Division Analyst Approval:	David Vuong Email: dung.vuong@sanjoseca.gov Date: 10/31/2022 GMT	Date:					
9.	Consultant Approval:	Lee Cabra - arch.com Email: lee@aba-arch.com Date: 10/30/2022 GMT	Date:					
10.	10. Approval as to Form (City Attorney):							
	Service Order Form Approved by the Office of the City Attorney (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)							
	Approved as to Form:		Date:					
11.	City Director Approval:	Email: Illi.etessam@sanjoseca.gov Date: 11/04/2022 GMT	Date:					

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 existing stairs above the janitor's closet and restroom at Fire Station 10 require a deeper review to confirm the existing structural condition and to determine required structural modifications that would allow for the expanded accessible restroom under the stairs. The Consultant will review the as-built conditions of the existing stairs and provide structural observations, calculations, and details as necessary. The Consultant shall also provide an updated construction cost estimate at the 90% Construction Document ("CD") design stage.

Task No. 1: Structural Scope

A. <u>Services</u>:

- 1. The Consultant will provide the additional services as follows:
 - a. Review existing stair attachment to existing floor slab.
 - b. Review existing wall that is supporting the stair and verify if the wall is a shear wall or a bearing wall.
 - c. Provide structural calculations to support stairs.
 - d. Provide additional details as required for stair support.
 - e. Respond to City's 90% CD plan review comments.
 - f. Exploratory demo to review existing stair anchorage and wall conditions by others.
- **B.** <u>Deliverable</u>: The Consultant shall provide the following to the City's Contract Manager: Email in PDF format to City for review and approval:
 - 1. Written summary of structural observations
 - 2. Written response to City's 90% CD package plan review comments
 - 3. Updated CD package, which includes revisions as per the 90% CD plan review comments, additional stair/stair-support details and structural calculations
- C. <u>Completion Time</u>: The 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:
 - On or before 28 Calendar Days from Execution of this service order.

Task No. 2: Construction Cost Estimate

A. <u>Services</u>:

1. Consultant shall update the 50% CD construction cost estimate and provide a construction cost estimate aligning to the 90% CD package.

- **B.** <u>Deliverable</u>: The Consultant shall provide the following to the City's Contract Manager: Email in PDF format to City for review and approval:
 - 1. 90% CD package construction cost estimate
 - a. Cost Estimate Exclusions:
 - Reconciliation of our cost estimate with one provided by a third-party estimator.
 - Moveable equipment budgets.
 - Temporary facilities.
 - Off-site improvements.
 - Hazardous material abatement studies or estimates
- C. <u>Completion Time</u>: The 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:
 - On or before 14 Calendar Days from Submission of the 90% CD package to the City.

Attachment B: Terms and Conditions

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

Name: Rosa Kim	Phone No.: (408) 535-5689	
Department: Public Works	Email: rosa.kim@sanjoseca.gov	
Address: 200 E Santa Clara St., 6 th Floor. San Jose, CA 95113		

2. <u>Consultant's Contract Manager and Other Staffing</u>: 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?		
<u>Consultant's C</u>	<u>ontract Manager</u>		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Jason Hull	Phone No.: (408) 535- 2921				x
Address: 325 South First Street, 4 th Floor, San Jose, CA 95114	Email: jason@aba- arch.com				
<u>Other</u>	Staffing				
<u>Name</u> :	Assignment:	<u>Email</u> :			
1. Catherine Jacobson	Project Interior Designer	catherine@aba-arch.com			x
2. Vidya Vemula	Project Architect	vidya@aba-arch.com			x
3.					

- 3. <u>Subconsultants</u>: Whichever of the following is marked applies to this Approved Service Order:
 - The Consultant can *not* use any subconsultants.
 - The Consultant can use the following subconsultants to assist in providing the required services and deliverables:

Subconsultant's Name	<u>Area of Work</u>
1. Michael Luft, SE (Biggs Cardosa Associates, Inc)	Structural Engineering
2. Gary Holland, CPE (TBD Consultants)	Cost Estimating
3.	

4. <u>Reimbursable Expenses</u>: If the Compensation Table set forth in Attachment C of this Approved Service Order states that the City will reimburse the Consultant for expenses, then only the expenses identified in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless the following box is marked and additional reimbursable expenses are set forth:

In addition to the expenses identified in Subsection 10.5.3 of the Master Agreement, the following expenses are Reimbursable Expenses:

Additional Reimbursable Expense(s)	<u>Mark-up</u>
1	
2	
3	

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.

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 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3		Column 4	
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
1	Time & Materials	Fixed Fee	Monthly	Completion of Task(s)	Completion of Work	\$ 6,600
2	Time & Materials	Fixed Fee	Monthly	Completion of Task(s)	Completion of Work	\$ 3,200
Part 2 – Reimbursable Expenses						
No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.				\$ O		
Part 3 – Subconsultant Costs						
Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.				\$0		
Maximum Service Order Compensation (sum of Parts 1 through 3):				\$ 9,800		