Master City of San José Consultant Agreement Approved Service Order

(Capital Projects)

Cover Page

1a.	CPMS Contract No.: 9048-A		1b.	AC Contract No.: 308	02	
2.	Approved Service Order No. 09					
3.	Consultant's Name: AECOM Technical Services, Inc. (CONSULTANT)					
4.	Project Name: 10200 – Metzger Ranch Barn - Historic Structure Report ("Project")					
5.	Project Location: Metzger Rand	ch Complex (at San F	elipe Roa	ad & Meadowlands Land	e)	
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 amo	ount in Master Agreen	nent:		\$	223,067.61
	b. Maximum Service Order Co	ompensation for this	Approv	ed Service Order:	\$	22,165.00
	c. New unencumbered balance	in Master Agreement	t (7.a – 7	b):	\$	200,902.61
	d. Appropriation Certification Service Order Compensation encumbered to pay for this A	n is available in the fol	lowing fu			
	Fund:390 Ap	pn:4192	RC: _	_214821 Amou	nt: \$	22,165.00
	Fund: Ap	pn:	RC: _	Amou	nt: \$	
	Fund: Ap				nt: \$	· · · · · · · · · · · · · · · · · · ·
	Authorized Signature: Division Analyst Approval:	Suzamne M	cPhe	non	Date:	08/16/2022
8.	Division Analyst Approval:	<u>In</u>			Date:	8/11/2022
9.	Consultant Approval:	" And Jung			Date:	8/9/2022
10.	Approval as to Form (City Att	orney):				
	Service Order Form Approv (Maximum Service Order Compen				orm are n	ot altered.)
	Approved as to Form:	(Cr) Dant Ott. Att	.no.;		Date:	
44	City Diversion Assessment	(Sr.) Dept. City Attor	ney		Det	8/16/2022
11.	City Director Approval:				Date:	

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Cover Page
Form/File No.: 1349563_2/T-32026
City Attorney Approval Date: April 2022

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CPMS Contract No. 9048-A Service Order No. 09 Consultant: AECOM Technical Services, Inc.

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: CONSULTANT to prepare a Historic Structure Report (HSR) for a barn structure located within the Metzger Ranch Complex at the intersection of San Felipe Road and Meadowlands Lane.

The Metzger Ranch Complex is Designated Historic City Landmark No. 43. The existing barn is approximately 40' x 40' and is estimated to have been built between 1850-1913. The barn is severely dilapidated in its current state with significant structural damage at the walls and roof.

CONSULTANT to prepare an HSR, which will document the barn's historic features, include descriptions of its current condition, analyze its historic integrity, and provide recommendations for mitigation.

Task No. 1: Project Management

A. Services:

- 1. The CONSULTANT shall provide project management, which includes:
 - Coordination with the City of San José Parks, Recreation, and Neighborhood Services Department (CITY)
 - b. Project setup (upon receipt of Notice to Proceed ("NTP"))
 - c. Budget tracking/invoicing
 - d. Project scheduling
 - e. Senior review of documents
 - f. Delivery of products outlined in this scope of work
- 2. The CONSULTANT shall arrange and attend a minimum of three (3) project development coordination meetings, including a kick-off meeting and progress meetings. Meetings shall be conducted virtually, unless in-person meetings are deemed necessary. CONSULTANT shall prepare minutes of the meetings for the review and approval of the CITY and distribute the minutes via email to all meeting participants.

B. Deliverable:

- 1. 8.5x11 PDF of meeting minutes emailed to CITY for initial review.
- 2. Project Schedule in PDF format emailed to CITY for initial review within three (3) calendar days from NTP.
- **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:

\boxtimes	On or before the f	ollowing date: Throughout the term of the	Project.
	On or before	Business Days from	

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

Task No. 2: Historic Structure Report ("HSR")

A. Services:

- CONSULTANT shall prepare an HSR for the Metzger Ranch Complex barn and conduct the services as outlined below:
 - a. Conduct research to complete the historical background and context and chronology of the Metzger Ranch Barn development.
 - Conduct an existing conditions survey and prepare the physical description and integrity assessment in the HSR.
 - c. Prepare treatment recommendations with proposed parameters for maintenance requirements and repair work procedures that would adhere to the Secretary of the Interior's Standards for Rehabilitation.
 - d. Provide mitigation recommendations in the case of demolition.
- 2. CONSULTANT shall review existing documents related to the historic status of the barn and shall conduct additional archival research, including online research and in-person research, if necessary, to discover additional information on the resource, including review of historic aerial maps and topographic maps, tax assessor information, and other sources to determine the construction development and associated dates of the built environment on the property.
- 3. CONSULTANT shall conduct a survey of the property, photograph the barn and record it on appropriate California Department of Parks and Recreation (DPR) 523 forms.

The HSR and DPR 523 forms will be reviewed for quality assurance following the CONSULTANT's quality assurance/quality control procedures prior to transmittal to the CITY.

B. Deliverable:

- 1. The Historic Structure Report in 8.5x11 PDF format which includes:
 - a. an introduction
 - b. brief history of the property
 - c. construction history
 - d. architectural evaluation
 - e. existing conditions
 - f. treatment and mitigation recommendations
 - g. guidance for proposed treatment and demolition
 - h. drawings and photographs
 - references
- 2. Electronic copy of the DPR 523 forms in 8.5x11 PDF format which includes:
 - a. physical description of the barn
 - b. chronology of construction and alterations on the property
 - c. historical themes and contexts
 - d. integrity assessment
 - e. list of the character-defining features of the historical resource

Form Name: Master Consultant Agreement (Capital Projects)

Service Order - Attachment A: Tasks

CPMS Contract No. 9048-A Service Order No. 09 Consultant: AECOM Technical Services, Inc.

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 60 Calendar Days from "Notice to Proceed."
Task N	o. 3: California Environmental Quality Act ("CEQA") Impacts Assessment Memorandum
A.	<u>Services</u> : CONSULTANT will prepare an impact assessment of the rehabilitation and/or demolition of the historical resource following the applicable impact threshold of CEQA. The impact threshold for historical resources is whether the project may cause a substantial adverse change in the significance of a historical resource. Substantial adverse change could be physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired. CONSULTANT will identify the project activities that may impact the resource, particularly activities that may cause a substantial adverse change. CONSULTANT will analyze the potential for significant impacts resulting either from one rehabilitation treatment alternative and one demolition treatment alternative, and document the findings in an addendum to the HSR. There shall be one round of review and comment by the CITY prior to finalizing the addendum.
В.	Deliverable:
	 8.5x11 PDF of Draft CEQA Impacts Assessment as an addendum to the HSR emailed to CITY for review and comment.
	2. Final Impacts Assessment addendum in 8.5x11 PDF format emailed to CITY.
C.	Completion Time : 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 30 Calendar Days from the completion of Task No. 2.

Form Name: Master Consultant Agreement (Capital Projects)
Service Order - Attachment A: Tasks
Form/File No.: 1349563_2/T-32026
City Attorney Approval Date: April 2022

Attachment B: Terms and Conditions

1. City's Contract Manager: 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. 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 7	to File Fo	<u>rm</u>
Consultant's Co	ontract Manager		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Rod Jeung	Phone No.: (415) 547-2598				Х
Address: 150 California St, Suite 200, San Francisco, CA 94111 Email: rod.jeung@aecom.com					
Other S	<u>Staffing</u>				
<u>Name</u> :	<u>Assignment</u> :	<u>Email</u> :			
1. Trina Meiser	Senior Historian	Trina.Meiser@aecom.com			х
2. Evan Mackall	Historian	Evan.Mackall@aecom.com			х
3.					
4.					

Form Name: Master Consultant Agreement (Capital Projects)

Service Order - Attachment B: Terms and Conditions

	The Consultant can use the following subconsulta and deliverables:	ints to assist ir	n providing the requ
	Subconsultant's Name	Ar	ea of Work
	1.		
	2.		
	3.		
	pursable Expenses: If the Compensation Table se		
Servic identifi	pursable Expenses: If the Compensation Table see Order states that the City will reimburse the Consider in Subsection 10.5.3 of the Master Agreement and box is marked and additional reimbursable expenses in addition to the expenses identified in Subsection following expenses are Reimbursable Expenses:	ultant for expe re Reimbursal nses are set fo	enses, then only the ole Expenses unles orth:
Servic dentifi	e Order states that the City will reimburse the Consider in Subsection 10.5.3 of the Master Agreement and box is marked and additional reimbursable expenses identified in Subsection	ultant for expe re Reimbursal nses are set fo n 10.5.3 of the	enses, then only the ole Expenses unles orth:
Servic dentifi	e Order states that the City will reimburse the Consider in Subsection 10.5.3 of the Master Agreement and box is marked and additional reimbursable experts In addition to the expenses identified in Subsection following expenses are Reimbursable Expenses:	ultant for expere Reimbursal nses are set for 10.5.3 of the	enses, then only the ole Expenses unles orth: e Master Agreemer

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

CPMS Contract No. 9048-A Service Order No. 09 Consultant: AECOM Technical Services, Inc.

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				
Task Nos. from Attachment A				Invoice Period			
1	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$ 1,890	
2	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$ 15,175	
3	☐ Time & Materials		☐ Monthly		☐ Completion of Work	\$ 5,100	
		Part 2	? – Reimbursab	ole Expenses			
 No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses. □ Expenses are separately reimbursable in the maximum amount of: 						\$ 0	
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. Subconsultant costs are separately compensable in the maximum amount of: 						\$ 0	
Maximum Service Order Compensation (sum of Parts 1 through 3):							

Form Name: Master Consultant Agreement (Capital Projects)

Service Order - Attachment C: Compensation Table

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	no pago.	Your Location & Division Phone No.					
Prepared by: Rosa Kim		City Hall 6th Floor, CFAS (408) 535-5689			6689		
Subject or Proj ID/Name 10200 - Metzger Ranch Barn Historic Structure Report; Service Order #9							
City Attorney (for signature) Deliver to: City Attorney Matter # Approved Date (if applicable, otherwise check appropriate box below)							2
Council Memo	<u>Council Memo</u> Council Date <u>Date Due to Director's Office</u>						
Draft reviewed by: (provide Attorney Budget Office Client Dept(s) Attachments: Memo Map		Approved:					
Correspondence ☐ Info Memo ☐ Committee Memo Committee Committee Date Date Due to CMO ☐ Director Award Memo ☐ Memo ☐ Letter ☐ Travel Request or State Reviewed by Travel Cool_ Initials	Consultant Amendme Utility >\$ Manager Av Constru Consultant Amendr Parkland Director Aw Director Constru Parkland	ard ion Contract \$1 at Agreement > \$1 at Agreement > \$1 at Agreement = \$1 at Agreement > \$1 at Agreement > \$1 at Agreement = \$1 at Agreement = \$1 at Agreement = \$1 at Agreement	\$290,000 \$1,000,000 \$320,000 \$100,000 \$1,000,000 \$1,000,000	Change Orders / Service Orders Council Approval ☐ Original contract ≤ \$100,000; single CCO > \$10,000 ☐ Original contract > \$100,000; single CCO > \$100,000 ☐ Sum of all CCOs exceed contingency amount: Contingency \$			
SECTION MANAGER/ SUPERVISOR: -	John 1	Elm		.ili Etessam	1	Date	8/9/2022
DIVISION ANALYST (if applicable)	Signature Signature	Print name here David Vuong Print name here			Date	8/11/2022	
DIVISION MANAGER		Huimin Mu			Date	8/15/2022	
ADMINISTRATION Signature Signature		Print name here Suzanne McPhe Print name here		nerson	Date	08/16/2022	
DEPUTY DIRECTOR	Signature	N/A	p	rint name here		Date	
ASSISTANT DIRECTOR Signature			Print name here			Date	
Comments:							
	·						



FOR YOUR ELECTRONIC SIGNATURE
FULLY EXECUTED COPY TO FOLLOW

CITY STAFF:	Rosa Kim		
STAFF FMAIL	Rosa kim@sanioseca gov		

SCANNED SIGNATURE AUTHORIZATION

DATE: 8/9/2022	TOTAL PAGES: (INCLUDING THIS PAGE) 8					
DATE.						
CONSULTANT NAME:	Rod Jeung (AECOM Technical Services, Inc.)					
EMAIL:	Rod.jeung@aecom.com					
PHONE:	415-547-2598					
☑ I agree to use electroni						
SIGNATURE OF CONSULTANT:						
	DIRECTIONS:					
REVIEW THE ENCLOSED DOCU	JMENT, IF IT IS ACCEPTABLE:					
1. SIGN THE DOCUMENT						
2. CHECK THE BOX BELO SIGNATURES	W YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC					
3. SCAN YOUR EXECUTE	D DOCUMENT TOGETHER WITH THIS COVER PAGE IN BLUE INK					
4. EMAIL THE ENTIRE DO	CUMENT 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 / EMAIL						
Personally Know	N 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)	□ Business Tax Certificate □ Contacted Clerk re: For	
Type of Document: Service Order	Type of Contract	Consulting Services
REQUIRED INFORMATION FOR A	LL CONTRACTS:	Existing GILES # 665282 -011
Contractor: AECOM Technical Ser	rvices, Inc.	
Address: 150 California Street, St	uite 200, San Francisco, (CA 94111
Phone: 415-547-2598	Ema	il: rod.jeung@aecom.com
Contract Description: Service Orde	r #9: 10200 - Metzger Ra	anch Barn Historic Structure Report
		2/31/2024 Extension: Select one
Method of Procurement: Select one	RFB, RFP or RFQ No.:	Date Conducted:
Agenda Date (if applicable):		Agenda Item No.:
Resolution No.:		Ordinance No.:
Original Contract Amount: \$1,000,0	000	Amount of Increase/Decrease:
Option #: of Option Ar	mount:	NTE/Updated Contract Amount:
Fund/Appropriation: 390/4192		
Form 700 Required (Selection mandat	ory for processing): No	Revenue Agreement: Select one
Tax Certificate No.: 6213376289		Expiration Date: 7/15/2023
Department: Public Works (57)		
Department Contact: Rosa Kim		Customer (Finance Only):
Notes:		
Department Director Signature:		Date
Office of the City Manager Signatu	ure:	Date