

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

Cover Page

1a. CPMS Contract No.: 9192 **1b.** AC Contract No.: 30745

2. Approved Service Order No. 8

3. Consultant's Name: Callander Associates Landscape Architecture, Inc ("Consultant")

4. Project Name: 9094 – PARK: Penitencia Creek Dog Park ("Project")

5. Project Location: Piedmont Road, between Penitencia Creek Road and Flanders Drive

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:	\$	248,933.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	98,674.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	150,259.00

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: <u>375</u>	Appn: <u>415J</u>	RC: <u>199943</u>	Amount: \$ <u>76,568.00</u>
Fund: <u>375</u>	Appn: <u>415J</u>	RC: <u>199945</u>	Amount: \$ <u>22,106.00</u>
Fund: _____	App _____	RC: _____	Amount: \$ _____

Authorized Signature:

Suzanne McPherson
Email: suzanne.mcpherson@sanjoseca.gov
 Date: 11/22/2022 GMT

Date: _____

8. Division Analyst Approval:

David Vuong
Email: dung.vuong@sanjoseca.gov
 Date: 11/21/2022 GMT

Date: _____

9. Consultant Approval:

Marie Mai
Email: mmai@callanderassociates.com
 Date: 11/02/2022 GMT

Date: _____

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:

Katherine Brown
Email: katherine.brown@sanjoseca.gov
 Date: 12/02/2022 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: Prepare a preliminary plan, construction documents and provide bidding and construction support services for addition of a one-acre dog park at Penitencia Creek Park. Improvements are anticipated to consist of the following work: demolition, site preparation, grading and drainage, utilities, dog park surfacing, concrete pathway, irrigation, site furnishings, drinking fountains, fencing, pedestrian and vehicular gates. Project is assumed to qualify for a CEQA Categorical Exemption and this finding and any related environmental documentation would be performed by the City. Project is anticipated to not exceed 10,000 square feet of impervious surface and therefore exempt from C.3 provisions. No additional soils contamination testing is anticipated to be needed based on the soil sampling results performed during the Phase 1 Environmental Site Assessment, dated July 2, 2021, which concluded there were no environmental concerns with the proposed dog park project.

Task No. 1: PRELIMINARY DESIGN

A. Services: The Consultant shall do the following.

- 1.01 **Staff Meeting #1:** Review scope and schedule with City staff. Identify previously furnished and outstanding required background documents. Discuss the project goals, process, and schedule. Prepare and submit a **written summary** via e-mail.
- 1.02 **Schedule:** Prepare a detailed **schedule** in bar chart format for the entire project through construction. Provide **updates at key milestones**. Provide via e-mail.
- 1.03 **Background Documents:** CALA will utilize the topographic survey, last revised on September 30, 2021, as the base plan for construction documents. City will provide a signed and stamped hard copy of the topographic survey to CALA. Combine topographic survey and City of San Jose title block to create base sheet to be used for project plan sheets. Review additional documents provided by the City such as as-built drawings for existing irrigation and drainage.
- 1.04 **Site Investigation:** Utilizing the topographic survey provided by the City and previously furnished record drawings, visit the site and document observations. Photograph site for future reference. Task includes one (1) additional site meeting to review the existing irrigation system and condition with park staff. Coordinate horticultural soils test and provide **horticultural soils report** with recommendations for turf amendments.
- 1.05 **Design Development Booklet:** Prepare a design development booklet to confirm selection of pre-fabricated items including benches, fencing, and drinking fountains and materials such as concrete pavement color, and pedestrian and vehicular gates. Booklet to include a list of anticipated construction details.
- 1.06 **Draft Conceptual Plan:** Develop one (1) **draft conceptual plan** for the dog park area to show layout of the improvements (as noted in General Description above). Plan will be prepared at 1" = 20' on 24x36-inch sheet.
- 1.07 **Surfacing Comparison Matrix:** To quickly develop consensus on a preferred surface, prepare a dog park **surfacing comparison matrix** to summarize the pros and cons of various surfacing options for the dog park including an estimated unit cost for each option.

1.08 **Estimate of Probable Construction Costs:** Prepare an ***estimate of probable construction costs*** for the conceptual plan. Estimate to include detailed line-item descriptions of work, unit prices and quantities. Estimate to carry design and construction contingencies. Coordinate with Public Works CFAS staff to obtain City administrative soft cost figures and include in estimate.

1.09 **Staff Meeting #2:** Meet with City staff to present the draft concept plan, matrix, and estimate. Identify the improvements within the conceptual plan that can be accommodated within the project budget of \$630,000 and discuss refinements to be incorporated into the 50% plans. Review dog park surfacing options and confirm the selection of surfacing material to proceed with for the project. Prepare a ***meeting summary*** capturing decisions made, outstanding tasks, responsible parties and task due date(s).

B. Deliverables: An electronic pdf file will be provided of the deliverables, which are noted in ***bold italicized text*** in individual sub-tasks above.

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: Completed as per the approved schedule in Task 1.02.
- On or before ____ Business Days from _____.

Task No. 2: CONSTRUCTION DOCUMENTS

The Contractor will prepare a Storm Water Pollution Prevention Plan (SWPPP) as necessary for the project. Plans and Specifications to meet City's QA/QC requirements. Refer to QA/QC Checklist.

A. Services: The Consultant shall do the following.

2.01 **50% Construction Documents:** Prepare construction documents to a 50% level of completion. Plans shall adhere to City of San Jose standards and boilerplate specifications. Plans shall be prepared at appropriate scales on City standard title block and 24x36 inch sheet size in PDF format. 50% Submittal to include (at a minimum):

- *Cover Sheet with signature blocks and scope of work (1 sheet)*
- *Notes Sheet (1 sheet)*
- *Existing Conditions Plan (1 sheet)*
- *Demolition Plan (1 sheet)*
- *Site Plan (1 sheet)*
- *Erosion Control Plan and BMP standards (1 sheet)*
- *Grading, Drainage, and Utility Plan with major elevations, drain inlet locations and points of connection (1 sheet)*
- *Layout Plan (1 sheet)*
- *Materials Plan showing materials and turf areas (1 sheet)*
- *Planting Plan showing extent of turf renovation (1 sheet), if needed*
- *Irrigation Plan showing points of connection, mainline route, and rotor head locations (1 sheet)*
- *Construction Details*
- *QA/QC Checklist*
- *Technical Specifications Table of Contents*
- *Response to Preliminary Design Comments (in Excel format)*
- *Stormwater Data Form*

2.02 **50% Cost Estimate:** Update the ***estimate of probable construction costs***

2.03 **Staff Meeting #3:** Review the 50% submittal, design development booklet, and cost estimate in a single work session with City staff to refine, change and modify where required by the City. Prepare **written summary** of meeting.

2.04 **95% Construction Documents:** Based on comments received on the 50% submittal by the City, develop construction documents to a 95% level of completion, including technical specifications. City shall be responsible for the preparation of the 'front end' (Division 0) of the Project Manual. 95% Submittal to include:

- *Cover Sheet (1 sheet)*
- *Notes Sheet (1 sheet)*
- *Existing Conditions Plan (1 sheet)*
- *Demolition Plan (1 sheet)*
- *Site Plan (1 sheet)*
- *Erosion Control Plan and BMP standards (1 sheet)*
- *Grading, Drainage, and Utility Plan (1 sheet)*
- *Layout Plan (1 sheet)*
- *Materials Plan (1 sheet)*
- *Planting Plan (1 sheet) if needed*
- *Irrigation Plan including WELO documentation (1 sheet)*
- *Construction Details*
- *QA/QC Checklist*
- *Technical Specifications*
- *Response to 50% CD Comments (in Excel format)*
- *Stormwater Data Form*

2.05 **95% Cost Estimate:** Update the estimate of probable construction costs and provide **construction cost estimate** and **engineer's estimate**.

2.06 **Staff Meeting #4:** Review the 95% submittal documents and associated cost estimates in a single work session with City staff to refine, change and modify where required by the City. Prepare **written summary** of meeting.

2.07 **Bid Documents:** Modify the documents for submission as a final bidding package. Coordinate 'front end' items with Public Works staff. Provide **original stamped and signed plans and specifications** for bidding.

- *Cover Sheet (1 sheet)*
- *Notes Sheet (1 sheet)*
- *Existing Conditions Plan (1 sheet)*
- *Demolition Plan (1 sheet)*
- *Site Plan (1 sheet)*
- *Erosion Control Plan and BMP standards (1 sheet)*
- *Grading and Drainage Plan (1 sheet)*
- *Layout Plan (1 sheet)*
- *Materials Plan (1 sheet)*
- *Planting Plan (1 sheet) if needed*
- *Irrigation Plan including WELO documentation (1 sheet)*
- *Construction Details*
- *QA/QC Checklist*
- *Technical Specifications*
- *Schedule of Quantities with line items corresponding to the Cost Estimate*
- *Response to 95% CD Comments (in Excel format)*
- *Stormwater Data Form*

- 2.08 **Final Cost Estimate:** Update the estimate of probable construction costs and provide electronic copy of final **engineer's estimate**.
- 2.09 **Project Archive:** Submit one (1) **archive CD-ROM** of all electronic data including construction documents (AutoCAD and PDF formats), specifications, cost estimate, survey, and other scanned base information provided by the City.
- B. Deliverable:** An electronic pdf file will be provided of the deliverables, which are noted as **bold italicized text** in individual sub-tasks above. Hard copies will be provided where noted in sub-task.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: Completed as per the approved schedule in Task 1.02.
- On or before ____ Business Days from _____.

Task No. 3: BIDDING AND CONSTRUCTION ASSISTANCE

A. Services: The Consultant shall do the following.

During bidding and construction, Consultant will provide construction administration assistance services to support City as requested. City shall provide geotechnical testing and inspection. Contractor shall provide Qualified SWPPP Practitioner (QSP) services. The tasks below are a suggested list of services to be provided on an as-requested basis, and there is no commitment, expressed or implied, that CALA shall provide all of these services. Actual services will likely vary from the listed tasks. How our time is expended is fluid to accommodate the City's needs. The provision of these services is contingent on the funding available. Funding would allow for approximately 110 hours of services, dependent upon actual staff utilization.

3.01 Pre-Construction Phase

- a. Respond to bidder's questions.
- b. Prepare and issue **addenda** as required by City.

3.02 Construction Phase

- a. Attend pre-construction conference.
- b. Perform up to three (3) site visits and reviews as requested by City. Follow up with **field reports**.
- c. Attend up to twelve (12) bi-weekly construction on-site meetings as requested by the City and prepare **meeting summaries**.
- d. Review and respond to submittals.
- e. Review and respond to contractor RFIs.
- f. Attend substantial completion walk-thru and provide **punch list** items and follow-up with corrective measures

B. Deliverable: An electronic pdf file will be provided of the deliverables, which are noted in **bold italicized text** in individual sub-tasks above.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: Completed as per the approved schedule in Task 1.02.
- 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: Yoshifumi Yano	Phone No.: 408-535-8362
Department: Public Works - CFAS	E-mail: Yoshifumi.Yano@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."*

		<u>Required to File Form 700?</u>		
<u>Consultant's Contract Manager</u>		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Marie Mai	Phone No.: 408.275.0565	1/17/2022	X	
Address: 2025 Gateway Place, Suite 285, San Jose, CA 95110	Email: mmai@callanderasso ciates.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Grant Huang	Project Manager	ghuang@callanderassociates.com		
				X

3. Subconsultants: 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:

<u>Subconsultant's Name</u>	<u>Area of Work</u>
1. Sandis Civil Engineers Surveyors Planners	civil engineering
2.	
3.	

4. Reimbursable Expenses: 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:

<u>Additional Reimbursable Expense(s)</u>	<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
Task No. 1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$17,834
Task No. 2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$61,734
Task No. 3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$19,106
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$98,674