

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

**Cover Page**

**1a.** Intentionally Omitted **1b.** AC Contract No.: **32074**

**2.** Approved Service Order No. **1**

**3.** Consultant's Name: **Galvin Preservation Associates, Inc.**

**4.** Project Name: **DPR 523 Series Forms: 199 Race Street** ("Project")

**5.** Project Location: **199 Race Street San Jose, CA**

**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 <b>unencumbered</b> amount in Master Agreement:	\$	100,000.00
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	4,444.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	95,556.00

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>  384  </u>	Appn: <u>  4154  </u>	RC: <u>  206181  </u>	Amount: \$ <u>  4,444.00  </u>
Fund: <u>          </u>	Appn: <u>          </u>	RC: <u>          </u>	Amount: \$ <u>          </u>
Fund: <u>          </u>	Appn: <u>          </u>	RC: <u>          </u>	Amount: \$ <u>          </u>

**Authorized Signature:**  Date: \_\_\_\_\_  
Julie Jennings (10/1/2021)  
 Email: julie.jennings@sanjoseca.gov


**8. Division Analyst Approval:**  Date: \_\_\_\_\_  
Kayla Do (10/1/2021)  
 Email: kayla.do@sanjoseca.gov

**9. Consultant Approval:**  Date: \_\_\_\_\_  
andrea@gpaconsulting-us.com (9/30/2021)  
 Email: andrea@gpaconsulting-us.com

**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: \_\_\_\_\_  
 (Sr.) Deputy City Attorney

**11. City Director Approval:**  Date: \_\_\_\_\_  
Chu Chang (10/1/2021)  
 Email: chu.chang@sanjoseca.gov

## 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.

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**General Description of Project for which Consultant will Provide Services:** Preparation of DPR 523 series forms A, B, J and L to document and evaluate the property located at 199 Race Street.

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### Task No. 1: Project Management and QA/QC]

- A. **Services:** Consultant staff will consult with City staff as needed to complete the set of DPR forms for the property.
- B. **Deliverable:** Phone meetings with Consultant and City staff.
- 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 \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Site Visit

- A. **Services:** Consultant will visit the property and take digital photographs. We will note the property's alterations and integrity, as well as potential character-defining features. Photographs will be limited to the building exterior and site only. All photographs will be taken from the public right-of-way unless the property owner grants access to our team in advance.
- B. **Deliverable:** Digital photographs of the building exterior and site.
- 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 \_\_\_\_ Business Days from \_\_\_\_\_.[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

**Task No. 3: DPR 523 Series Forms**

- A. Services:** Consultant will review all existing information provided by City including building permit and City planning records in addition to relevant technical bulletins, existing historic context statements and publications related to best practices in historic preservation and architectural history including those published by the National Park Service and California State Office of Historic Preservation.

Consultant will conduct additional research to fill information gaps that may exist in the documentation provided by the City. The scope of research will include general research to determine context(s) in which the property should be evaluated and specific research to determine the potential significance of associated historic events, trends, and individuals such as owners, residents, builders, and architects. Anticipated sources include City Directories, Sanborn Fire Insurance Maps, historic photograph collections, records related to the development of the building, newspaper articles, and historic aerial photographs.

- B. Deliverable:** A draft set of DPR 523 Series (Forms A, B, J and L) for 199 Race Street will be provided to the City for one round of review and comment. A final set of DPR 523 Series (Forms A, B, J and L) will be delivered after City's one round of review.

- 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 \_\_\_\_ Business Days from \_\_\_\_\_.

[Fill in the second box if completion time for the task is contingent on completion of the prior task or an event.]

## Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Nicolle Burnham	Phone No.: 408-793-5514
Department: Parks, Recreation & Neighborhood Services	E-mail: Nicolle.burnham@sanjoseca.gov
Address: 200 E. Santa Clara St. 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>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>Consultant's Contract Manager</u></b>				
Name: Jenna Kachour	Phone No.: 310-792-2690			<u>X</u>
Address: 201 Nevada Street, Suite B El Segundo, CA 90245	E-mail: jenna@gpaconsulting-us.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
1. Audrey von Ahrens	Task 2 and 3			<u>X</u>
2. Amanda Yoder Duane	Task 1			<u>X</u>
3. Cory Quon	Task 2			<u>X</u>

**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.	
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
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	\$660.00
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	\$795.00
3	<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	\$2,835.00
Part 2 – Reimbursable Expenses						
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input checked="" type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$154.00
Part 3 – Subconsultant Costs						
<input 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:			\$ 0.00
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):						<b>\$4,444.00</b>