

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

Cover Page

1a. CPMS Contract No.: 667525 **1b.** AC Contract No.:

2. Approved Service Order No. 1

3. Consultant's Name: Yorke Engineering, LLC ("Consultant")

4. Project Name: Industrial Hygiene Abatement Assessment ("Project")

5. Project Location: A1839 and A1841

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:	\$	150,000.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	14,800.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	135,200.00

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: 527 Appn: 4035 RC: 088015 Amount: \$ 14,800.00

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Division Analyst Approval:

Alicia Castillo (Robles)

Email: aliciam.castillo@sanjoseca.gov
Date: 03/20/2024 PDT

Alicia Castillo (Robles)

8. Deputy Director of Facilities Approval:

Gene Frazier

Email: gene.frazier@sanjoseca.gov
Date: 03/20/2024 PDT

Gene Frazier

9. Consultant Approval:

Brian Yorke

Email: contracts@yorkeengr.com
Date: 03/20/2024 PDT

Brian A. Yorke

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:

11. City Director Approval:



Email: judy.ross@sanjoseca.gov
Date: 03/20/2024 PDT

Judy Ross

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 will collect and evaluate air and surface samples of affected areas for contamination of Bacteroides and mold spores. Following their assessment, Consultant will develop an abatement protocol and perform post abatement evaluation to confirm clearance of contamination.

Task No. 1: Evaluation of Affected Area

- A. **Services:** Visually assess affected area and collect surface and air samples to test for presence of mold spores and bacteria.
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: Written report detailing testing procedures and interpretation of results.
- 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 10 Business Days from Receiving of Approved Service Order 1.

Task No. 2: Develop Site-Specific Abatement Protocol

- A. **Services:** Develop a written abatement protocol
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: A written abatement protocol.
- 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 10 Business Days from Completion of Task No. 1.

Task No. 3: Clearance Evaluation

- A. **Services:** Conduct on-site post abatement assessment and collect air and surface samples to test for confirmation of clearance.
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: A final clearance report.
- 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 10 Business Days from Notification of Completed Remediation Work.

Attachment B: Terms and Conditions

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

Name: Meihah Nguyen	Phone No.: 408.392.6729
Department: Airport	Email: mnguyen@sjc.org
Address: 1404 Airport Blvd., San Jose, CA 95110	

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: Camilla Westberg	Phone No.: 562.343.1919				<u>X</u>
Address: 31726 Rancho Viejo Rd., San Juan Capistrano, CA 92675	Email: cwesrberg@yorkeengr.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1.					
2.					
3.					

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. EMSL/LA Testing Lab	Sample Testing
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	☒ Time & Materials	☐ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$6,490.00
2	☒ Time & Materials	☐ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$2,475.00
3	☒ Time & Materials	☐ Fixed Fee	☒ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$5,335.00
	☐ Time & Materials	☐ Fixed Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
Part 2 – Reimbursable 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:			\$500.00
Part 3 – Subconsultant Costs						
☒ Subconsultant costs are not 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:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$14,800.00