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

# **Cover Page**

1a.	CHAD Contract No. OC-000499	9-000	1b.	AC Contract No.: _		
2.	Approved Service Order No. 2					
3.	Consultant's Name: TJKM					
4.	Project Name: Downtown Bike	eways Hardscape Co	nversio	n		
5.	Project Location: 5 locations (	see Attachment A for	details	)		
6.	The Consultant and the City will Agreement, this cover page and Table), "D" (Project Schedule) a which are incorporated herein b	d Attachments "A" (Tas and "E" (City of San Jo	ks), "B"	(Terms and Condition	ıs), "C" (0	Compensation
7.	Budget/Fiscal:					
	a. Current unencumbered amo	ount in Master Agreem	ent:		\$	263,930
	b. Maximum Service Order Co	ompensation for this	Approv	ed Service Order:	\$	42,615
	c. New unencumbered balance	in Master Agreement	(7.a – 7	.b):	\$	221,315
	d. <b>Appropriation Certification</b> : 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>465</u> App	pn:407Z	RC: _	195493 Amo	ount: \$	42,615
	Fund: App	pn:	RC: _	Amo	ount: \$	
	Fund: App	pn:	RC: _	Amo	ount: \$	
	Authorized Signature:/	Phillip Vuong			Date:	9/22/21
8.	Division Analyst Approval:	Phillip Vuong	z		Date:	9/22/21
9.	Consultant Approval:	Proposition			Date:	9/22/21
10.	Approval as to Form (City Att	orney):				
	Service Order Form Appro (Maximum Service Order Compe	•	-	•	er form are	not altered.)
	Approved as to Form:				Date:	
11.	City Director Approval:	(Sr.) Deputy City Atto	orney		Date:	11/3/21
		1			•	

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## **Attachment A: Tasks**

The Consultant shall provide the services and deliverables set forth in this **Attachment A** to the satisfaction of the City's contract manager.

## General Description of Project for which consultant will provide Services:

The goal of this project is to enhance the existing Class IV bikeways by converting the flexible vertical separators to concrete separators where feasible. The design should consider opportunities to accommodate future Green Stormwater Infrastructure installations. AutoCAD file of the existing condition will be provided as a reference.

Page: 1 of 2

The Project consists of a total of 5 locations per below:

#### 1. Class IV Bikeways Hardscape Conversion

- 1) 2nd St from Reed St to Keyes St
- 2) 3rd St from St. James St to Keyes St
- 3) 4th St from Julian St to Reed St
- 4) San Salvador St from 4th St to 10th St
- 5) Taylor St/Mabury St from N. 21st Street to Lenfest Rd

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

#### A. Services:

**A.1** The Consultant shall conduct a preliminary field visit with City staff before preparing Plans, Technical Specifications, and Engineers Estimates for the hardscape improvements. The following plans shall be prepared:

- 1) Cover sheet, notes page, legends, abbreviations, and survey (if any) reference notes
- 2) Details page
- 3) Roadway Improvement Plans including but not limited to: horizontal layout of hardscape improvements, concrete island separators within existing bike buffer as a replacement of existing flexible bollards, concrete islands at approaches/departures of intersections as a replacement of existing truffle colored zones, concrete islands at 'protected intersections', mountable recessed curbs at driveways, mountable truck aprons, additional protection to bicycle boxes and additional bicycle boulevard treatments.
  - a) Proposed improvements shall be within the existing public right of way limits
  - b) Maintain existing drainage features and conveyance to the extent possible.
  - c) Identify surface utilities in conflict with proposed features. Propose protecting surface utilities in place or adjusting to finished grade.
  - d) Design shall factor in loading zones and existing on-street ADA accessible parking.
  - e) Truffle area islands shall be designed as permeable and can accommodate planting/planters.
  - f) Identify proposed features that may accommodate future implementation of bioretention or rain gardens.

All design shall comply with the following, but not limited to federal, state and local design standards and guidelines:

- City of San Jose Complete Streets Design Standard and Guidelines (https://www.sanjoseca.gov/home/showdocument?id=33113)
- City of San Jose Department of Public Works Standard Plans and Specifications.
- Caltrans Highway Design Manual and Caltrans Standard plans 2018
- 2014 California MUTCD Rev 5
- 2010 ADA Standards for Accessible Design
- VTA Bus Stop and Facility Criteria and Standard draft 2019 (provided by the City)
- NACTO Urban Bikeway Design Guide
- NACTO Transit Design Guide
- Caltrans DIB 89
- FHWA Separated Bikeways Design Guide
- City of San Jose Green Stormwater Infrastructure Plan 2019

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#### A.2 The Consultant shall provide the following services during public bidding:

- 1) Review bid questions submitted and provide written responses if requested by the City to provide to the bidders.
- 2) Prepare project document addenda if requested by the City in response to a bid question.

## **A.3** The Consultant shall provide the following services during construction and closeout phases:

- 1) Attend one pre-construction meeting with the City and construction Contractor.
- 2) Review submittals and resubmittals from construction Contractor and provide written responses.
- 3) Review Request for Information (RFIs) and provide written responses.
- 4) Assist the City's project team during final walk-through and final punch list.
- 5) Review final as built drawings submitted by the Contractor and prepare draft recommendation to the City.
- 6) Seal (P.E.) and sign final record drawings.
- 7) Analyze and provide recommendation(s) on up to two potential claims.

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#### B. Deliverable:

B.1 City of San Jose, Department of Transportation (DOT) Deliverables to the Consultant

DOT will provide an electronic format (AutoCAD) and other electronic format of the following:

- Signing and striping plans for:
  - i. 3rd St from E. St James St to Reed St
  - ii. 4th St from E. St. James St to Reed St
  - iii. San Salvador St from 4th St to 10th St
  - iv. Taylor St/Mabury St from N. 21st St to Lenfast Rd
- GIS Right of Way in AutoCAD
- City wide existing face of curb AutoCAD file
- Department of Transportation plan title block AutoCAD file
- City standard details for bike lane design PDF files
- Active development plans along corresponding corridor project frontages
- City's Plan Preparation Checklist to ensure consistent plan format and standards (Attachment E)

**B.2** The Consultant shall submit the following to the City of San Jose, Department of Transportation (DOT):

- Plans, technical specifications, and engineering estimates at the 35%, 65%, 95% and a
  final submittal. At the 35%, 65% and 95% submittals, as an electronic submittal in PDF
  format of the plan set, technical specifications, and engineer's quantity/cost estimates.
  The final submittal shall consist of (1) electronic PDF set, (1) signed full size set of plans
  along with (1) set of signed specifications and a stamped and signed estimate.
- At the 95% and final submittals, a written memo identifying the plan check comments and The Consultant's response shall be provided.

**B.3** The Consultant shall provide the City with the following items during construction phase and closeout phase:

- 1) Attend Pre-Construction meeting and provide responses as needed.
- 2) Respond to submittal(s), and any City comment(s).in electronic format, marked with review status stamp.
- 3) Written response(s) to RFI(s), in electronic format.
- 4) Review construction punch list.
- 5) Final as built drawings recommendation(s).
- 6) Stamp and signature of Engineer of Record on final record drawings.
- 7) Analysis and recommendation(s) on up to two potential claim(s).

C.	Completion Time:	The Consultan	t must comple	ete the serv	ices and d	deliverables f	or this	task in
	accordance with whi	ichever one of t	the following t	ime is mark	ked:			

$\boxtimes$	On or before the following date: See Attachment D: Project Schedule.
	On or before Business Days from

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Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

# **Attachment B: Terms and Conditions**

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

Name: Jason Hu	Phone No.: (408) 766-9652			
Department: Transportation	E-mail: jason.hu@sanjoseca.gov			
Address: 200 E. Santa Clara, 8 <sup>th</sup> Flr, 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 1	to File Form 70	0?
Consultant's Contr	Yes Already Filed (Date Filed)	Yes Need to File	No	
Name: Rutvij Patel	Phone No.: 408-507-6827			
Address: 4305 Hacienda Drive, Pleasanton, CA 94588	Email: RPatel@tjkm.com			
Other Staff	Other Staffing			
<u>Name</u> :	Assignment:			
Sayed Fakhry	QA/QC		Х	
Anna Highsmith	Design Engineer			Х
Andrew Dickinson	Design Engineer			Х

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

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2.

3.

3.	Subcon	nsultants: Whichever of the following is marked applies to this Approved Service Order:							
		The Consultant can <i>not</i> use any subconsultants.							
	The Consultant can use the following subconsultants to assist in providing the requand deliverables:								
		Subconsultant's Name Area of Work							
		1.							

**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:

Additional Reimbursable Expense(s)	Mark-up
1. Mileage	n/a
2. Mailing and Deliveries	n/a
3. Copying and Printing	n/a

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 (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

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CPMS Contract No. Service Order No. Consultant:

# **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		
SERVICE A.1	·				
1. Design Services (5 locations)	☐ Time & Materials ☐ Fixed Fee		\$34,405		
Total Service A.1 =					
SERVICE A.2					
1. Responses for Bid Questions	☐ Time & Materials ☐ Fixed Fee	Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$970		
2. Prepare Addenda Documents	☐ Time & Materials ☐ Fixed Fee	Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$860		
		Total Service A.2 =	1,830		
SERVICE A.3					
1. Pre-Construction Meeting	☐ Time & Materials ☐ Fixed Fee	Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$610		
2. Submittal Review & Response	☐ Time & Materials ☐ Fixed Fee	Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$860		

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment D: Project Schedule

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CPMS Contract No. Service Order No. Consultant:

3. Review and Responses to RFIs		Fixed Fee		\$610
4. Final Walk-Through and Punch List	☑ Time & Materials	Fixed Fee		\$860
5. Review Final As-Built Drawings		Fixed Fee		\$860
6. Stamp and Signature on Final Record Drawings		i ☐ Fixed Fee		\$1,360
7. Analysis and Recommendation for Potential Claims	☑ Time & Materials	i ☐ Fixed Fee		\$1,220
Total Service A.3 =				
	Part :	2 – Reimbursa	ble Expenses	
No expenses are separately reimbursable. Column 4 of Part 1 include(s) payment for a		☐ Expenses	are separately reimbursable in the maximum amount of:	\$ 0
Part 3 – Subconsultant Costs				
<ul> <li>         ⊠ Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.     </li> <li>         □ Subconsultant costs are separately compensable in the maximum amount of:     </li> </ul>				\$ 0
Maximum Service Order Compensation (sum of Parts 1 through 3):				

Form Name: Master Consultant Agreement (Non-Capital Projects) Service Order - Attachment D: Project Schedule Form/File No.: 1349220/T-32026 City Attorney Approval Date: September 2016

# **Attachment D: Project Schedule**

No.	A.1 Tasks 1	Submittal Date
1	35% Submittal	October 18, 2021
2	Comments back from CSJ	December 6, 2021
3	65% Submittal	January 10, 2022
4	Comments back from CSJ	January 31, 2022
5	95% Submittal	Februrary 22, 2022
6	Comments back from CSJ	March 14, 2022
7	Final Submittal	April 4, 2022

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment D: Project Schedule
Form/File No.: 1349220/T-32026

### Attachment E

#### CITY OF SAN JOSE SIGNING AND STRIPING PLAN PREPARATION CHECKLIST

Revision Date: November 2019

- 1. All plans shall be prepared on a 24 inch by 36 inch size sheet with a minimum of 1" margin.
- 2. Scale shall be 1" = 40'.
- 3. All plans shall have City of San Jose Department of Transportation signature block at the lower right side of plan.
- 4. Title block shall read location reference with "SIGNING AND STRIPING PLAN" below it at the lower middle side of plan.
- 5. Revisions block shall be placed at left side of title block at the lower middle side of plan.
- 6. Striping legend shall be placed at the lower left side of plan.
- 7. All plans shall be stamped and dated by a registered Professional Civil Engineer with a valid California registration. Registered Traffic Engineer is not acceptable.
- 8. North arrow shall point up or to the left.
- 9. All existing and proposed signs shall be shown.
- 10. All existing driveways shall be shown to scale.
- 11. All gutters next to median face of curb shall be shown.
- 12. All existing striping shall be shown as a thin solid line and all proposed striping as a thick solid line. Conflicting striping and/or markings shall not be shown.
- 13. The text height shall be 0.125 inch for dimensions and text callouts. The text height for titles shall be 0.18 inch. The text height for subtitles shall be 0.14 inch.
- 14. Lane dimensions shall be shown at each end of lane or pavement transitions, match lines and join locations.
- 15. All proposed signal detection loops and detection zones shall be shown on major streets and side streets.
- 16. All bike detection loops and detection zones, and bike detection symbols shall be shown on major streets and side streets where applicable.
- 17. Title sheet shall be provided for each street. All details on title sheet shall be site-specific.
- 18. Right-of-Way lines, gutters by sidewalk face of curb, grade breaks, sidewalks and parkways are not required. However, right-of-way lines from other jurisdictions (i.e. Caltrans, County of Santa Clara and adjacent cities etc.) are required.
- 19. Additional design notes:

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment E: City of San Jose Signing and Striping Plan Preparation Checklist

Form/File No.: 1349220/T-32026

- a. Install in-lane speed limit pavement marking next to existing speed limit signs (i.e. R2-1 sign).
- b. Provide proper turn lane taper and stacking length per City of San Jose Geometric Design Guidelines Section 3.3 and Table 3.3. or matching existing, whichever is greater, unless directed otherwise by the City.
- c. Yield lines (Detail 24) shall be set back from crosswalk by 10' at all signalized/un-signalized free right locations. Install R1-5 sign at right side of yield line. Show existing crosswalks at all signalized/unsignalized free right turns.
- d. Where bike lane is present, R81 (CA) sign shall be installed after each signalized intersection. R81A(CA) sign shall be installed shortly after bike lane begins. R81B(CA) sign shall be installed shortly before bike lane ends.
- e. Detail 21 delineation shall be provided for dual left turns extension through intersection with the radius called out.
- f. Where existing parking is removed, R26(S)(CA) sign shall be installed. Call out the number of parking spaces removed and create a table showing total parking loss for the given sheet.
- 20. See Sample PDF for reference.

Form Name: Master Consultant Agreement (Non-Capital Projects) Service Order - Attachment E: City of San Jose Signing and Striping Plan Preparation Checklist

City Attorney Approval Date: September 2016

Form/File No.: 1349220/T-32026



$\boxtimes$	FOR YOUR ELECTRONIC SIGNATURE
	FULLY EXECUTED COPY TO FOLLOW

CITY STAFF:	Jason Hu		
STAFE EMAIL.	Jason hu@sanioseca gov		

# **SCANNED SIGNATURE AUTHORIZATION**

DATE: 9/22/2021		Total Pages: (Including This Page) 1		
CONSULTANT NAME:	TJKM			
EMAIL:	rpatel@tjkm.com			
PHONE:	925-264-5009c			
☑ I agree to use electronic signatures  SIGNATURE OF CONSULTANT:				
DIRECTIONS:				
REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:				
1. SIGN THE DOCUMENT				
<ol> <li>CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES</li> </ol>				
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN BLUE INK				
4. EMAIL THE ENTIRE DOCUMENT 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 Known	N TO CITY STAFF			

# City of San José Contract/Agreement Transmittal Form

Route Order	Attached / Completed	Electronically Signed	
TO:□ City Attorney	Insurance Certificates / W	aivers ☑ Electronically Signed: Yes	
☐ City Manager ☐ City Clerk OR Return to	Business Tax Certificate  ☐ Contacted Clerk re: Form	<ul> <li>☐ Audit Trail Attached (if applicable)</li> <li>700  Scanned Signature Authorization</li> </ul>	
☐ Dept. (circle one)	☐ Supplemental Memorand	ums (if applicable): Select One	
Type of Document: Service Order	Type of Contract: F	Professional Services	
REQUIRED INFORMATION FOR A	LL CONTRACTS:	Existing GILES # OC-000499	-002
Contractor: <u>TJKM</u>			
Address: 4305 Hacienda Dr, Suit	e 550, Pleasanton, CA 9458	38	
Phone: 925-264-5009	Email:	rpatel@tjkm.com	
Contract Description: SERVICE O	RDER #2 - Geometric and	Complete Street Design Services	
Term Start Date: August 13, 2021	Term End Date: Aug	ust 12, 2023 Extension: Select one	<b>;</b>
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: _\$290,00	00	Amount of Increase/Decrease:	
Option #:of Option A		NTE/Updated Contract Amount:	
Fund/Appropriation: 465-407Z-195	5493		
Form 700 Required (Selection mandate	ory for processing): Select one	Revenue Agreement: Select one	
Tax Certificate No.:		Expiration Date:	
Department: DOT (51)			
Department Contact: Jason Hu	C	ustomer (Finance Only):	
Notes:			
Department Director Signature:	Jessica Zenk	11/8/21	Date
Office of the City Manager Signatu	ure:		
			Date