

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

Cover Page

1a. CPMS Contract No.: 9934-B **1b.** AC Contract No.: 32525

2. Approved Service Order No. 5

3. Consultant's Name: Salas O'Brien Engineers, Inc. ("Consultant")

4. Project Name: Municipal Water Server Room Split System Installation ("Project")

5. Project Location: 3870 Charter Park Dr, San Jose, CA 95136

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:	\$	370,330
b. Maximum Service Order Compensation for this Approved Service Order:	\$	17,790
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	352,540

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: 515 76 Appn: 0762 RC: 600650 Amount: \$17,790

Authorized Signature:  Date: 01/31/2023
Email: suzanne.mcpherson@sanjoseca.gov
 Date: 01/31/2023 GMT


8. Division Analyst Approval:  Date: 01/26/2023
Email: dung.vuong@sanjoseca.gov
 Date: 01/26/2023 GMT

9. Consultant Approval:  Date: 1/25/2023

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.) Dept. City Attorney

11. City Director Approval:  Date: 01/27/2023
Email: dominic.operalo@sanjoseca.gov
 Date: 01/27/2023 GMT

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: The Consultant will provide engineering design documents (stamped, signed, and permitted) for the split system installation at the Municipal Water Server Room at 3870 Charter Park Dr, San Jose, CA 95136.

Task No. 1: The Consultant will provide Construction Documents (CD) for the server room cooling system.

A. Services:

A) The Consultant will provide at least two (2) site visits to review and examine existing site conditions.

B) The Consultant will provide 90% CD:

1. Mechanical Engineering

a. Install the split system to serve the temporary server room.

b. Install portable backup AC unit.

c. Provide a condensate line for the split system.

d. Provide the server room ventilation calculation and design if determined required per the code.

2. Electrical Engineering

a. Provide power for the split system.

b. Provide emergency power to the portable AC unit from the existing emergency power outlet.

3. Structural Engineering

a. Prepare structural details for the installation of indoor and outdoor split system units.

C) Once the City approves the 90% CD, the Consultant will prepare 100% CD. The Consultant must stamp and sign the completed plans, and the Building Department. 100% CD will include stamped and signed drawings, cost estimates based on the 100% CD, and specifications.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

1. 90% CD (Drawings and Specifications) in PDF format, and 90% CD Cost Estimate in PDF format.

2. 100% CD (Drawings and Specifications) in PDF format and hard copy, and 100% CD Cost Estimate in PDF format.

B. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:

1. 90% CD and Cost Estimate

On or before the following date: January 31, 2023.

On or before __ Business Days from _____ .

2. 100% CD and Cost Estimate

On or before the following date: February 07, 2023.

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: Natasa Vulovic	Phone No.: (408) 535-8490
Department: Public Works	E-mail: natasa.vulovic@sanjoseca.gov
Address: 200 East Santa Clara Street, 6th Floor San Jose, CA 95113-1905	

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>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Jeffry Gosal	Phone No.: (408) 410-9565			X
Address: 305 S. 11 th Street, San Jose, CA 95112	Email: Jeffry.gosal@salasobrien.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Joseph Gonzalez	Architect			X
2. Jaime Cardova	Engineer			X
3. Leslie Locsin	Engineer			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. Mesiti-Miller Engineering, Inc.	Structural 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 with 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	\$17,790
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.		\$0
<input type="checkbox"/>	Expenses are separately reimbursable in the maximum amount of:		\$0
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/>	Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		\$0
<input type="checkbox"/>	Subconsultant costs are separately compensable in the maximum amount of:		\$0
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$17,790



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Natasa Vulovic
STAFF EMAIL: Natasa.Vulovic@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 01/25/2023 TOTAL PAGES: (INCLUDING THIS PAGE) 6

CONSULTANT NAME: Jeffry Gosal
EMAIL: contracts-calops@salasobrien.com
PHONE: 408-282-1500

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
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
- PERSONALLY KNOWN TO CITY STAFF