

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

Cover Page

- 1a.** CPMS Contract No.: 9934-C **1b.** AC Contract No.: 32524
- 2.** Approved Service Order No. 6
- 3.** Consultant's Name: Advance Design Consultants, Inc. ("Consultant")

- 4.** Project Name: 10274 - Guadalupe River Park Visitor Center-Geotechnical and Structural Evaluation ("Project")
- 5.** Project Location: 438 Coleman Ave, San Jose CA 95110
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachment's "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:	\$	457,620.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	36,140
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	421,480

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: 391 Appn: 431B RC: 215751 Amount: \$ 36,140

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

Suzanne McPherson **McPherson**

Email: suzanne.mcpherson@sanjoseca.gov
Date: 03/05/2023 GMT

8. Division Analyst Approval:

David Vuong
Email: dung.vuong@sanjoseca.gov
Date: 02/28/2023 GMT

9. Consultant Approval:

Juanjo

10. Approval as to Form (City Attorney):

Email: lorenzojr@adcengineers.com
Date: 02/27/2023 GMT

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:

(Sr.) Dept. City Attorney

11. City Director Approval:

Huimin Mu
Email: huimin.mu@sanjoseca.gov
Date: 03/08/2023 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 a structural repair solution and recommendations report along with a geotechnical analysis report for Guadalupe River Park Visitor Center which is located at 438 Coleman Ave, San Jose, CA .

Task No. 1: Geotechnical Analysis and Report

A. Services: The consultant will provide the following services:

1. Review available geological and geotechnical reports including geological maps pertinent to the project area.
2. Locate and identify the underground utilities with flags in the project area.
3. Field locate and collect soil samples as directed by the geotechnical engineer.
4. Perform laboratory tests, which include but not limited to direct or triaxial shear tests, consolidation, Atterberg limits, shrink-swell or expansion index, compaction curve and moisture-density measurements on collected soil samples.
5. Perform engineering analysis based on the results obtained from the above tasks.
6. Prepare a final report containing the soil sample locations, laboratory data and engineering analysis. The report must include a vicinity map, a site plan, boring logs, laboratory test results, conclusions, and design recommendations for the structural engineer.
7. Locate the existing CMU wall rebar and prepare a report with findings to include the location and size of the rebar.

B. Deliverable: The Consultant will provide the following:

1. Geotechnical Analysis report stamped and signed by a California licensed geotechnical engineer in PDF format.

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 30 Business Days from the approval of Service Order.

Task No. 2: Permanent Structural Repair Recommendation Report.

A. Services: The Consultant will provide the following services:

1. Review the existing temporary shoring report and drawings provided by the City.
2. Provide additional shoring recommendations, if needed.
3. Review project geotechnical report from Task 1.
4. Prepare calculations for the structural repairs.
5. Prepare a draft report with calculations, recommendations, and annotated details showing the repairs.
6. Attend minimum two virtual meetings, as requested by the city's project manager, to discuss design report findings and recommendations.
7. Incorporate city's comments on the draft report to develop a final design report stamped and signed by a California licensed civil or structural engineer.

B. Deliverable: The Consultant will provide the following:

1. Draft design report of calculations, drawing details and recommendations in PDF and Word Format.
2. Written response to city's comments in an excel spreadsheet.
3. Final Design Report stamped and signed by a California licensed civil or structural engineer.

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 21 Business Days from completion of Task 1.

Task No. 3: Rough Construction Cost Estimate and Schedule

A. Services: The consultant will provide the following services:

1. Provide a rough construction cost estimate and schedule for the proposed permanent structural repair.

B. Deliverable: The Consultant will provide the following:

1. Rough construction cost estimate in excel format with detailed line items required for the permanent repair.
2. Rough construction schedule in word format.

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 14 Business Days from completion of Task 2.

Attachment B: Terms and Conditions

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

Name: Prathyusha Ayyagari	Phone No.: 408-793-5517
Department: PW/CFAS	Email: prathyusha.ayyagari@sanjoseca.gov
Address: 200 East Santa Clara Street City Hall, 6th 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>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Lorenzo Rios Jr.	Phone No.: 408.314.3350			<input checked="" type="checkbox"/>
Address: 998 Park Avenue, San Jose CA 95126	E-mail: lorenzojr@adcengineers.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. Biggs Cardosa Associates Inc.	Structural Engineering
2. BAGG Engineers	Geotechnical Engineering
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 type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$22,080
2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$9,720
3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$4,340
	<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):						\$36,140