

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

**1a.** CPMS Contract No.: 9950-2 **1b.** AC Contract No.: 32672

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

**3.** Consultant's Name: Ten Over Studio, Inc.

**4.** Project Name: 8 PRNS Reuse P2 Buildings Life Cycle Cost Analysis ("Project")

**5.** Project Location: Almaden Winery Community Ctr (5730 Chamberlin Dr.), Alum Rock Youth Center (137 N. White Rd.), Capitol Park Neighborhood Center (800 Peter Pan Ave.), Meadowfair Community Center (2696 S. King Rd.), San Tomas Neighborhood Center (4093 Valerie Dr.), Starbird Community Center (1050 Boynton Ave.), Vista Park Neighborhood Center (475 Hyde Park Dr.), Welch Neighborhood Center (Clarice and Kenesta).

**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: \$ 320,000

b. **Maximum Service Order Compensation for this Approved Service Order:** \$ 76,000

c. New unencumbered balance in Master Agreement (7.a – 7.b): \$ 244,000

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: 001 Appn: 415Q RC: 205905 Amount: \$ 76,000

Fund:     Appn:     RC:     Amount: \$     

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**8. Division Analyst Approval:**  \_\_\_\_\_ **Date:** 2/10/23

**9. Consultant Approval:**  \_\_\_\_\_ **Date:** 02/09/2023

**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.) Dent. City Attorney

**11. City Director Approval:**  \_\_\_\_\_ **Date:** 2/15/23

## 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:** Project will consist of 8 P2-PRNS facilities Life Cycle Cost Analysis assessment. Refer to the task description below for details.

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### Task No. 1: Site and Building Assessments for the Eight (8) Listed Facilities

#### **A. Services:**

1. Conduct onsite LCCA assessments to determine its site and building condition.
  - a) Evaluate based on visual observation of the site hardscape, building envelope and its substructure, structural integrity, mechanical systems, electrical systems, plumbing systems, and fire alarm/fire protection systems for Expected Useful Life (EUL), Remaining Useful Life (RUL), unit type (when applicable) and number of units. Evaluate general ADA compliance. Evaluation of mechanical equipment and/or systems. It shall include make, model and serial numbers when available. Services exclude civil, structural, mechanical, plumbing, electrical, fire protection and fire alarm engineering.
  - b) Photograph key items and equipment and provide them in the report.
  - c) Collect enough field data to develop the 10-year capital expenditure forecast.
  - d) Review of City provided documents for each facility if provided.
2. Communicate with the site contacts and City representative for access and important observations

#### **B. Deliverable:**

- LCCA site and building assessments for the 8 facilities

#### **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: 3/17/2023.
- ☐ On or before \_\_\_\_ Business Days from execution of the service order \_\_\_\_\_.

## Task No. 2: Life Cycle Cost Analysis (LCCA) Reports for the eight (8) listed facilities

### A. Services:

- Development of 8 LCCA reports containing assessment findings and recommendations (Services exclude civil, structural, mechanical, plumbing, electrical, fire protection and fire alarm engineering and independent cost estimation.)

### B. Deliverable:

- Written LCCA report:
  - Findings of the evaluation of the building's systems and components described above, including codes non-compliant observations. Overview of the current level/rating of the building condition and executive summary.
  - Note code compliance deficiencies, major deferred maintenance items, critical repairs needed, or safety issues.
  - Capital Improvement Projects/Work shall consist of a 10-Year Capital Expenditure Forecast Table, and its forecasted numbers shall include all the potential cost factors for the delivery of the project.
  - Relevant photographs corresponding with report findings.
  - 10-year capital expenditure forecast, and a separate editable version of the 10-year forecast in excel spreadsheet.
- Submit the draft report for City's representative comments.
- Submit the final report with comments addressed.
- Submit a separate editable version of the 10-year forecast in excel spreadsheet.

### 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: Draft reports by 4/5/2023 & final reports by 5/10/2023

☐ On or before \_\_\_\_ Business Days from execution of the service order \_\_\_\_.

## Attachment B: Terms and Conditions

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

Name: Christy Shaw	Phone No.: 408-975-7251
Department: Public Works	E-mail: christy.shaw@sanjoseca.gov
Address: 1661 Senter Rd., San Jose, CA 95112	

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: Candice Wong	Phone No.: 805-459-4422			X
Address: 539 Marsh Street, San Luis, Obispo, CA, 93401	E-mail: candicew@tenoverstudio.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Jesse Pereira	Consultant			X
Aisling Burke	Consultant			X
Rachel Eierman	Consultant			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.	
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:

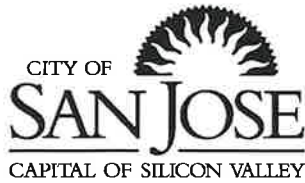
<u>Additional Reimbursable Expense(s)</u>	<u>Mark-up</u>
1. _____	_____
2. _____	_____
3. _____	_____

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 type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 26,000
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	\$ 50,000
	<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	\$ 0
	<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	\$ 0
	<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	\$ 0
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:		\$0
Part 3 – Subconsultant Costs				
<input checked="" type="checkbox"/> Subconsultant costs are <b>not</b> 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
Maximum Service Order Compensation (sum of Parts 1 through 3):				\$ 76,000



- ☐ FOR YOUR ELECTRONIC SIGNATURE  
☐ FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Christy Shaw  
STAFF EMAIL: christy.shaw@sanjoseca.gov

## **SCANNED SIGNATURE AUTHORIZATION**

DATE: February 3, 2023 TOTAL PAGES: 7  
(INCLUDING THIS PAGE)

CONSULTANT NAME: JIM DUFFY - TEN OVER STUDIO INC  
EMAIL: jimd@tenoverstudio.com  
PHONE: 805.541.1010

☒ 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):  
CHRISTY.SHAW@SANJOSECA.GOV

### **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