

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

Cover Page

1a. CPMS Contract No.: 10263-1

1b. AC Contract No.: AC34357

2. Approved Service Order No. 1

3. Consultant's Name: Towill, Inc ("Consultant")

4. Project Name: 2024 Local Streets Pavement Plan Zone 118 ("Project")

5. Project Location: Zone 118, Bounded by Hostetter Road, Morill Avenue, Cropley Avenue and N. Capitol Avenue.

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), "C" (Compensation Table), and "D" (Schedule of Specific Services) which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	350,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	187,884
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	162,116

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: 486 Appn: 403Q RC: 218301 Amount: \$ 187,884

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

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

Authorized Signature:

Suzanne McPherson

Email: suzanne.mcpherson@sanjoseca.gov
Date: 03/26/2024 PDT

8. Division Analyst Approval:

Maria Camba

Email: mariachristina.camba@sanjoseca.gov
Date: 03/22/2024 PDT

9. Consultant Approval:

Ken Meme

Email: ken.meme@towill.com
Date: 03/22/2024 PDT

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:

Arlene Silva

Email: arlene.silva@sanjoseca.gov
Date: 03/27/2024 PDT

(Sr.) Deputy C



11. City Director Approval:

Email: matthew.loesch@sanjoseca.gov
Date: 03/27/2024 PDT

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 perform Monument Perpetuation for street monuments, surface and subsurface, along project corridor (Pre-Construction) to support the City of San José's Department of Transportation pavement projects as identified in Appendix A (approximately 154 monuments) and as shown on location maps provided by City and attached hereto. The monuments found in these locations require recovery, ties, and a pre-construction corner record.

Task No. 1: Monument Recovery

- A. Services:** Consultant to perform field recovery of monuments as identified in Appendix A and reference maps to compile a more realistic count of the number of monuments that could be affected by construction activities. City shall provide list of inventory (Appendix A) researched survey records for the location of all possible survey monuments for the locations. This task will require additional effort to recover a wide variety of monuments (metallic and **non-metallic**), many of which are below the roadway surface and will require hand excavation.

The Consultant shall search for all survey monuments of record, on and below the surface of the road. It is suggested the search include the use of a standard metal detector and a magnetometer for non-ferrous monuments. When the detector indicates the possibility of a buried survey monument, then the consultant shall dig below the surface to uncover the monument.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: An updated Appendix A with updated monuments found, and photos.

- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

☒ On or before the following date: April 30th, 2024.

Task No. 2: Monument Ties

- A. Services:** For each monument recovered in Task No.1, Consultant shall set four (4) reference markers "cross ties", (2 sets of 2) to be used to perpetuate the monument's location. Survey measurements to include horizontal distances from the monument to each reference mark, angle measurement between the reference marker, and horizontal distance to another street monument for reference.

The reference markers should be set using epoxy by Consultant and City provided tags stamped "CSJ". Consultant shall also set Yellow notification marker (to be provided by City). Best effort shall be made to fill in any holes with available dirt (or "cold patch asphalt") to grade of surrounding roadway by Consultant.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Field books which are to include sketches and notes.

- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

☒ On or before the following date: April 30th, 2024.

Task No. 3: Pre-Construction Corner Record

- A. Services:** Consultant shall provide corner record drawing for each monument tied in Task No.2.
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: deliver CAD drawings of locations in City's CAD standards (City's standards and template to be given to consultant). City Surveyor to sign as responsible surveyor and file as needed.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

☒ On or before the following date: May 31st, 2024.

Attachment B: Terms and Conditions

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

Name: Anthony Nguyen	Phone No.: 408-839-2175
Department: Public Works – Survey Section	Email: anthonyp.nguyen@sanjoseca.gov
Address: 1661 Senter Road, Building A, First Floor	

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: John May	Phone No.: (925) 682-6976				<u>X</u>
Address: 2300 Clayton Road, Ste 1200 Concord, CA 94520	Email: John.may@towill.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.	
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
Task 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	\$ 46,680
Task 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	\$ 81,036
Task 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	\$ 60,168
	<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 not 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):						\$ 187,884