

**City of San José
Master Consultant Agreement – Approved Service Order
Cover Page**

- 1a.** CPMS Contract No.: N/A; Airport 22-008 **1b.** AC Contract No.: 28967; GILES: 662409-0
- 2.** Approved Service Order No. 8
- 3.** Consultant’s Name: HNTB Corporation

- 4.** Project Name: New Facilities Division Building(s) Updated Hard Cost Estimates
- 5.** Project Location: Norman Y. Mineta San Jose International Airport
- 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:	\$	182,394.49
b. Maximum Service Order Compensation for this Approved Service Order:	\$	20,235.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	162,159.49

- 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: 527	Appn: 4007	RC: TBD	Amount: \$1,169,000
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature: _____ *Aida Ballou* _____ **Date:** 2/18/2022

8. Acting Division Manager Planning & Development Approval: _____ *Andres 'Drew' Niemeyer* _____ **Date:** 2/18/2022

9. Consultant Approval: _____ *[Signature]* _____ **Date:** Feb 17, 2022

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. Director of Aviation Approval: _____ *[Signature]* _____ **Date:** 2/18/22
John Aitken, A.A.E.

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 project manager.

General Description of Project for which Consultant will Provide Services: The consultant will provide an updated cost estimates for the New Facilities Division Building(s) based on the 2020 Facilities Division Relocation Request for Proposal (RFP) submission by the highest bidder. Including current market escalation and the additional scope items that were not factored in during the preparation of SO 4 task 3 services.

Task No. 1: Project Management and Administration

A. Services: This task provides for the project management, financial administration, and coordination for the design services for this assignment and consist of the following subtasks:

Task 1.1 – Project Management and Administration: Consultant shall provide project management for each task described in this scope of services for the project duration. Project Management services are comprised of exercising prudent control of the scope, schedule and quality of services and deliverables to be provided. This task also includes management and scheduling of labor and management of sub-consultant contracts.

B. Deliverables: Monthly reporting and invoicing by the 10th Business Day of each month for work completed during the previous month.

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 10 Business Days from completion of Task 2_____.

Task No. 2: Updated Cost Estimates

A. Services: Prepare Cost Estimates- Consultant will prepare and update construction cost estimates based on current market values and the additional scope items identified below

B. Deliverables: Hard Cost estimates for the New Facilities Division Building(s) in csi/pdf format

- Additional Scope items to incorporate in the updated engineer's estimate for the hard cost:
- Above ground tank 2500-GAL Diesel
- Above ground tank 2500-GAL UNLEADED
- LPG Propane tank 1000 GAL
- Drive through Car Wash
- Fire Sprinkler Injection System for the Admin and Shops Building(s)

New Shops equipment:

- (1) Large wash sink w/counter top (stainless) must connect to clarifier
- (1) Large, enclosed spray booth w/exhaust fan w/heat lamps
- (3) 10'x30' storage sheds with fire suppression
- Covered and lit Wash bay w/stationary pressure washer must be connected to Clarifier
- Paint tote storage under cover

- o Shop lighting must be explosion proof (paint and metal shop)
- o Racks/shelving for stencils
- o Large capacity air compressor w/plumbing (paint shop)
- o (8) Benchtop grinder
- o (1) Shop wide dust collection system
- o Shop Exhaust fan (wood shop)
- o Work bench
- o Lumber/sheet rack
- o Large capacity air compressor W/plumbing (wood shop)
- o (1) Welding area ventilation unit
- o Shop exhaust fan (metal shop)
- o (2) Steel tables 3'x10 (welding rated)
- o (1) Welding tank storage (~7 tanks)
- o (2) Material storage racks
- o (1) High capacity air compressor w/plumbing
- o 6'x6' all steel built jig welding table w/ tooling
- o (3) Steel built tables 3'x6'

Additionally, the following items will be added:

- o Bike rack (15 spaces)
- o (3) Hazardous storage sheds

There are no new drawings or specifications.

The cost estimate will be priced in today's dollars (Base Year Cost) as of the date of the estimate, with an allowance for cost escalation to the assumed midpoint of construction added as a separate line item at the estimate

summary level to arrive an estimated escalated construction cost.

The following are specifically excluded from the cost estimate:

- Soft costs
- FF&E except for the shop equipment listed above

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: February 28th 2022.
- On or before ____ Business Days from _____.

Attachment B: Terms and Conditions

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

Name: Seerit Brar	Phone No.: 408-392-3136
Department: Airport Dept. - Planning & Development Division	E-mail: sbrar@sjc.org
Address: 1701 Airport Blvd. B-1130, San Jose, CA 95110	

2. **Consultant's Project Manager and Other Staffing:** Identified below are the following: (a) the Consultant's project 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 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 Project Manager</u>		Yes	No
Name: Jessica Wyatt Associate Vice President	Phone No.:(510) 587-8672		X
Address: 1111 Broadway, 9th Floor Oakland, California 94607	E-mail: jwyatt@hntb.com		
<u>Other Staffing</u>			
<u>Name:</u>	<u>Assignment:</u>		
1. Justin Bychek	Task Manager		
2. Evelyn Holst	Project Analyst		X
3. Casey Warren	Terminal Planner		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. M Lee Corporation	Cost Estimates
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 checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 2,985
Task 2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 17,250
	<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	\$
	<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:	\$
Part 4 – Compensation for Preparation of Approved Service Order			
The lump-sum compensation the City will pay the Consultant for preparing the Approved Service Order is:			\$
Maximum Service Order Compensation (sum of Parts 1 through 4):			\$ 20,235

February 18, 2022

Jessica Wyatt
HTNB
1111 Broadway, 9th Floor
Oakland, California 94607

SUBJECT: MINETA SAN JOSE INTERNATIONAL AIRPORT
SO # 8 – NEW FACILITIES DIVISION BUILDING(S) UPDATED HARD CONSTRUCTION COST
ESTIMATES
NOTICE TO PROCEED (NTP)

Description of Work (Scope):

In accordance with the Master Consultant Agreement between the City of San Jose (City) and HNTB (Consultant), the Consultant is hereby authorized for professional services to carry out the work as set forth in Attachment A of Service Order #8.

The tasks and deliverables for this effort include general project management and administration, development, and submittal of an updated cost estimates for the New Facilities Division Building(s) based on the 2020 Facilities Division Relocation Request for Proposal (RFP) submission by the highest bidder. Including current market escalation and the additional scope items that were not factored in during the preparation of Service Order #4 task 3 scope of services by February 28th, 2022. Please refer to Attachment A of Service Order #8 for a detailed scope of services.

The total compensation for this Notice to Proceed for professional services, including reimbursable expenses, is not to exceed Twenty Thousand and Two Hundred and Thirty-Five Dollars (\$20,235.00). Authorized subconsultants are not permitted for this Service Order. Compensation for services provided by the Consultant shall be expressed as time and materials. Consultant's invoices shall be submitted monthly.

Effective Date of NTP: **February 18, 2022**

Authorized:

Andres 'Drew' Niemeyer

Digitally signed by Andres 'Drew' Niemeyer
DN: C=US, E=andriemeyer@sjc.org, O=City of San
Jose - SJC Airport, OU=Norman Y. Mineta San Jose
International Airport, CN=Andres 'Drew' Niemeyer
Reason: I am approving this document
Date: 2022.02.18 15:09:17-08'00'

Andrew "Drew" Niemeyer
Deputy Director, Planning & Development

Date

cc: Contract file
Aida Ballou
Stephanie Silva
Seerit Brar



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Aida Ballou
STAFF EMAIL: aballou@sjc.org

SCANNED SIGNATURE AUTHORIZATION

DATE: 2/17/22 TOTAL PAGES: 7
(INCLUDING THIS PAGE)

CONSULTANT: Jeff Watson
EMAIL: rjwatson@hntb.com
PHONE: 510-208-4599

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):
CHRIS.DEGUZMAN@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

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes Audit Trail Attached (if applicable)
 Business Tax Certificate Scanned Signature Authorization
 Contacted Clerk re: Form 700 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order

Type of Contract: Other

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 662409-013

Contractor: HNTB

Address: 1111 Broadway, 9th Floor Oakland, CA 94607

Phone: 510-587-8672

Email: jwyatt@hntb.com

Contract Description: Under Service Order #8, Consultant will prepare updated construction cost estimate for the New Facilities Division Building(s)

Term Start Date: 2/18/2022 Term End Date: 3/14/2022 Extension: Select one

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: \$20,235.00 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required: No Revenue Agreement: Select one

Business Tax Certificate No.: _____ Expiration Date: _____

Department: Airport (80)

Department Contact Name/Phone: Seerit Brar 408.392.3631

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date