

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

1a. CPMS Contract No.: N/A; Airport No. 22-010 **1b.** AC Contract No.: N/A; GILES 663860

2. Approved Service Order No. 10

3. Consultant's Name: Jviation, a Woolpert Company

4. Project Name: Terminal A Underground Storage Tank (UST) Closure Project CA Services

5. Project Location: Norman Y. Mineta San José International Airport ("Airport" and "SJC")

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: \$ 3,556,734.00

b. **Maximum Service Order Compensation for this Approved Service Order:** \$ 9,945.00

c. New unencumbered balance in Master Agreement (7.a – 7.b): \$ 3,546,789.00

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: <u>527</u> | Appn: 411T | RC: 198243 | Amount: \$47,000 |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |
| Fund: _____ | Appn: _____ | RC: _____ | Amount: \$ _____ |

Division Analyst Approval

Aida Ballou
AIDA BALLOU

Date: 11/16/2021

8. **Director of Planning & Development Approval:** *Andres 'Drew' Niemeyer*
ANDRES "DREW" NIEMEYER Date: 11/16/2021

9. **Consultant Approval:** *[Signature]*
JD INGRAM, P.E. Date: OCT 29, 2021

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: _____
JON CALEGARI
Deputy City Attorney

11. **Director of Aviation Approval:** *[Signature]* Date: 11/17/2021
JOHN AITKEN, R.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 contract manager.

General Description of Project for which Consultant will Provide Services: The Consultant shall provide the services set forth in the attachment A to aid in providing construction administration (CA) services related to the Terminal A UST Closure Project to be completed by ConstructlCON, Corp. (Contractor).

Consultant shall perform the following tasks upon receipt of SJC's Notice to Proceed ("NTP").

Task No. 1: Construction Administration Services

A. Services: Upon receipt of City's NTP, Consultant shall provide the following work:

Task 1.1 – Preparing Responses to Requests for Information, Submittal Reviews, Change Orders, Request for Substitution, Weekly Progress Meetings:

- 1.1.1 Respond to Requests for Information ("RFIs") transmitted from SJC and transmit directly back to SJC within a maximum of five (5) calendar days of receipt. City and Consultant have assumed four (4) RFIs.
- 1.1.2 Review and provide responses to Contractor's "Submittals" transmitted from SJC and transmitted directly back to SJC or its' agents (as designated) within a maximum of ten (10) calendar days of receipt. City and Consultant have assumed five (5) Submittals.
- 1.1.3 Participate in the pre-construction meeting and scheduled progress meetings with SJC and the Contractor as requested. City and Consultant have assumed two (2) Progress Meetings. This may be by conference call. It is assumed that the meetings will be arranged, coordinated, recorded, and distributed by others.

Task 1.2 – Site Observations:

Site visit to observe and monitor Contractor's work for general and quality conformity with the contract design requirements on an as-needed basis. This subtask includes onsite visits by the engineering staff at the request of the Airport during construction. City and Consultant have assumed two (2) site visits by the Engineer of Record.

Task 1.3 – Prepare Record Drawings:

This subtask includes preparing "Record Drawings" based on Contractor supplied information of as-built conditions. The Record Drawings will be prepared electronically using the design drawings as the base and incorporating changes that were performed during construction. Digital Record Drawings will be provided as one (1) pdf hardcopy of the drawings. Record Drawings will be submitted within twenty (20) calendar days from receipt of SJC's approved mark-ups.

B. Deliverables: Up to four (4) RFIs and five (5) Submittals; Attendance at pre-construction meeting and two (2) progress meetings, one (1) site visit by Engineer of Record; Record Drawings in one (1) full size pdf copy.

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 sixty (60) Calendar Days after completion of construction contract close-out.

Task No. 2: Project Management and Contract Administration

- A. Services:** Consultant will provide project management, financial administration, and coordination for the construction administration services for this assignment and consists of the following subtasks:

Task 2.1 – Project Management and Administration: Consultant will 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 includes management and scheduling of labor and also budgets for monitoring design and construction activities and for on-going Project financial administration. Set-up and maintenance of Project financial records within Consultant's project management and billing systems; weekly review of financial data and the monthly reporting and invoicing are activities covered under this task.

Task 2.2 – Project Coordination: This subtask budgets for the Consultant Project Manager's participation in the coordination and execution of the work involved. This includes coordinating the work of the Consultant team and routine communications with the City's Project Manager and other key Project members.

B. Deliverables:

1. Monthly invoicing consistent with the terms of the Master Agreement through life of this Agreement

- 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 ninety (90) Calendar Days after completion of construction closeout.

Attachment B: Terms and Conditions

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

| | |
|--|--|
| Name: Carlos Murillo | Phone No.: 408-781-1741 |
| Department: Airport, Planning and Development | E-mail: cmurillo@sjc.org |
| Address: 1701 Airport Blvd., Suite B-1130, San Jose, CA 95110 | |

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>Consultant's Contract Manager</u> | | <u>Required to File Form 700?</u> | | |
|--------------------------------------|-------------------------|---|------------------------|----|
| | | Yes Already Filed (Date Filed) | Yes Need to File | No |
| Name: JD Ingram | Phone No.: 303-524-3050 | | | x |
| | E-mail: | | | |
| <u>Other Staffing</u> | | | | |
| <u>Name:</u> | <u>Assignment:</u> | | | |
| 1. Jon Noble | Sr. Project Engineer | | | x |
| 2. Morgan Einspahr | Planner III | | | x |
| 3. Marisa Fluhr | Project Coordinator | | | x |

3. Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

- The Consultant **cannot** 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. Ninyo & Moore | UST services including tank removal, site characterization, remediation, and site closure. |
| 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 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 | \$ 7,905.00 |
| 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 | \$ 2,040.00 |
| | <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: | | | \$ 0.00 |
| 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: | | | \$ 0.00 |
| Maximum Service Order Compensation (sum of Parts 1 through 3): | | | | | | \$ 9,945.00 |



November 22, 2021

JD Ingram
Jviation, Inc.
6920 Santa Teresa Blvd., Suite 208
San Jose, California 95119

**SUBJECT: NORMAN Y. MINETA SAN JOSÉ INTERNATIONAL AIRPORT
JVIAION, INC. CONSULTANT AGREEMENT
SO # 10 T/A UNDERGROUND STORAGE TANK (UST) CLOSURE PROJECT
CONSTRUCTION ADMINISTRATION SERVICES
NOTICE TO PROCEED (NTP)**

In accordance with the Master Consultant Agreement between the City of San José (City) and Jviation, Inc. (Consultant), the Consultant is hereby authorized for professional services to carry out the work as set forth in Attachment A of Service Order #10.

The tasks and deliverables for this effort include project management and construction administration services, to support the closure of the underground storage tank as permitted by the Santa Clara County Department of Environmental Health (SCC DEH). Please refer to Attachment A of Service Order #10 for a detailed scope of services.

The total compensation for this NTP for professional services is not to exceed Nine Thousand Nine Hundred and Forty-Five Dollars (\$9,945.00). The Consultant is authorized to use the following subconsultants for this Service Order: Ninyo & Moore. The Consultant is not authorized for any reimbursable expenses. The compensation for services provided by the Consultant shall be expressed as a percentage completed. The Consultant's invoices shall be submitted monthly with no billings outstanding over sixty (60) days.

Carlos Murillo, Project Manager with Planning & Development, will be the contact for this assignment. Mr. Murillo may be reached at 408.392.3634 or cmurillo@sjc.org.

Effective Date of NTP: November 22, 2021

Authorized:

Andres 'Drew' Niemeyer

Digitally signed by Andres 'Drew' Niemeyer
DN: cn=US, e=andres@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: 2021.11.22 08:19:20-0800'

Andres 'Drew' Niemeyer
Deputy Director,
Planning & Development

Date

cc: Contract File
Patrick Hansen
Aida Ballou
Kristy Tricoli



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

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

SCANNED SIGNATURE AUTHORIZATION

DATE: 10/27/2021 TOTAL PAGES: 7
(INCLUDING THIS PAGE)

CONSULTANT: Jviation, A Woolpert Company
EMAIL: jd.ingram@woolpert.com
PHONE: 303-524-3050

- 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
Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order

Type of Contract: Professional Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663860-017

Contractor: Jviation, Inc.

Address: 6920 Santa Teresa Blvd., Suite 208 San Jose, CA 95119

Phone: 303-524-3050

Email: jd.ingram@jviation.com

Contract Description: The Consultant shall provide Construction Administration services to support the closure of the underground storage tank (UST) at Terminal A.

Term Start Date: NTP 10/29/2021 Term End Date: TBD Extension: No

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: _____ 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: Carlos Murillo/ 408-392-3634

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date