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

Cover Page

1a.	CPMS Contract No. and Airport No.:	N/A; Airport 22-011	1B.	AC Contract No.: N/A; Gil	les 66386	0
2.	Approved Service Order No.: 11					
3.	Consultant's Name: Jviation, a Woo	lpert Company.				
4.	Project Name: Terminal A Baggage	Claim Escalators Replacemen	t ("Project"	")		
5.	Project Location: Terminal A Baggaç	ge Claim (Terminal A)				
6.	The Consultant and the City will impl and Attachments "A" (Tasks), "B" (Te					
7.	Budget/Fiscal:					
	a. Current unencumbered amount	in Master Agreement:			\$	3,546,789.00
	b. Maximum Service Order Comp	ensation for this Approved S	Service Or	der:	\$	57,680.00
	c. New unencumbered balance in M	Master Agreement (7.a – 7.b):			\$	3,489,109.00
	 d. Appropriation Certification: I c Compensation is available in the Order. 					
	Fund: 527 A	Appn: 416X	RC: 201	193 Amou	ınt: \$286,	000.00
	Fund: A	Appn:	RC:	Amou	ınt: \$	
	Fund: A	Appn:	RC:	Amou	ınt: \$	
	Division Analyst Approval:	Aida Ba	ellou_		Date:	12/9/2021
8.	Deputy Director of Planning and Development Approval:	Andres 'Drew' Nien Andres "DREW" NIEME			Date:	12/08/2021
9.	Consultant Approval:	ANDRES DREW NIEWE	TEN		Date:	12/09/2021
10.	Approval as to Form (City Attorne	J.D. INGRAM y):				
		by the Office of the City Attorne	ey			
	(Maximum Service Order Comp	ensation is \$100,000 or less, a	and the pro	visions of the service order	form are	not altered.)
	Approved as to Form:				Date:	
11.	Director of Aviation Approval:	JOHN CALEGARI, Chieft	eputy City	Attorney	Date:	12/9/21

Form Name: Master Consultant Agreement (Capital Projects - Airport) Exhibit D: Airport Specific Provisions
Form/File No.: 1488159/T-34812
City Attorney Approval Date: February 5, 2018

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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 design, bidding, and construction services for two escalators located in Terminal A Baggage Claim. The escalators connect the Terminal A Skybridge to the Terminal A Baggage Claim. Information on the two escalators are provided in the table below:

YEAR INSTALLED	CONVEYANCE NO.	OWNERS ID	MFR.	LOCATION
1988-89	086446	UP-3	Montgomery	Terminal A Baggage Claim
1988-89	086447	DN-4	Montgomery	Terminal A Baggage Claim

The City requires the Consultant to provide the following services:

- 1. Prepare Issued for Review, Issued for Permit, and Issued for Bid (IFB) Documents for the escalators per the City's Adopted Codes.
- 2. Provide Bid and Award Support Services for the Project.
- 3. Provide Construction Administration Services for the Project.

Assumptions

The scope of services described in this Service Order No. 11 is based on several assumptions of responsibilities by the Consultant and City, as follows:

- 1. The City will provide existing data and documents including as-builts available for the project areas.
- 2. The City will coordinate with tenants and stakeholders, as required, to facilitate input and information gathering related to the Project.
- 3. All Consultant work will be performed using accepted discipline specific principles and practices and provide quality products that meet industry standards. Project planning and design will further conform to all applicable standards including all applicable current CBC and other national, state, or local regulations and standards as identified and relevant.
- 4. The Consultant will utilize the following computer software in the Project:
 - → AutoCAD Civil 3D
 - → Bluebeam Revu
 - → Microsoft Office Suite

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- 5. The Consultant will utilize the following assumptions when preparing the Project manual for bidding and construction of the Project:
 - The Project Construction Documents will be developed jointly by the City and the Consultant. The Consultant will provide the services described herein. The City will be consulted on potential design solutions and will provide input and make decisions in the development of the Construction Documents, as necessary, to reflect the preferred direction of the City.
 - → The City's General Provisions and required construction contract language will be used.
- 6. All deliverables will be transferred electronically as PDFs.
- 7. The Consultant shall not be responsible for applying for or obtaining the permit from the City, or for any payment of application fees and other expenses relating to the City's permit process. It is assumed the permit will be obtained by the awarded Contractor.
- 8. Based on the Escalator Assessment Service Order, it is assumed the escalators will not be removed and replaced concurrently; and one (1) escalator will be removed and replaced at a time with an approximate construction duration of fourteen (14) weeks for each escalator.
- 9. Consultant shall be provided a minimum of three (3) business days to from receipt of review comments from the City to formally respond to the submittal review comments and make the necessary revisions to the Construction Drawings/Documents.
- 10. All meetings and workshops between the City and Consultant will be held virtually via teleconference.

Exclusions to this Scope of Work

- 1. There are no environmental issues, environmental evaluations or assessments, including a federal CATEX and Environmental Assessment (EA), included with this Project. Any required environmental remediation or reports shall be handled by others.
- 2. Professional Land Surveyor services have not been included.

Task No. 1: Project Management and Contract Administration

- **A.** <u>Services</u>: Consultant will provide project management, financial administration, and coordination for the design services for this assignment and consists of the following subtasks:
 - **Task 1.1 Prepare Service Order and Contract:** This task includes establishing the scope of work through correspondence(s) with the City, determining project timeline, and feasibility of the proposed work. This also includes development of the fee, drafting and executing the service order contract for the work to be completed by the Consultant for the City.
 - **Task 1.2 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 management of subconsultant contracts, including 5% subconsultant fee markup, 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 1.3 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

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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 notice of substantial completion of construction by City to awarded Contractor.

Task No. 2: Design Development

- A. <u>Services</u>: Consultant shall coordinate with the City and key Project members/stakeholders to establish design and development requirements and schedules and develop Modernization performance type bidding specifications prepared to the City's Master format, which will be suitable for obtaining bids from qualified companies and/or contractors.
 - **Task 2.1 Project Kick-Off Meeting:** The City's Project Manager will have a preliminary meeting with Consultant's Project Manager and other key Project members/stakeholders to discuss and establish the general basis of design (BOD) for the Project, Project schedule, and other design details and requirements.
 - **Task 2.2 Issued for Review Documents:** Consultant will develop performance-based bidding specifications in the City's desired format and will include the highest applicable standards of operating and dispatching. These specifications will establish the requirements for the design and detail of cars, entrances and operating fixtures, all considerations of the life safety program, security and other pertinent details. Possible economies by use of pre-engineered units will be considered, if applicable.

It is anticipated the Issued for Review Progress Set will provide 24" x 36" Construction Drawings, including the following items:

- General Information Sheets Cover Sheet, Sheet Index, Code Summary Sheet, General Notes/Legends
- 2. Construction Phasing Plan Sheet
- 3. Demolition Sheets
 - a. General Notes (Protection of Existing Equipment/Surfaces, Work Hours, Construction Curtains, Noise/Dust Requirements, etc.)
 - b. Overall Floor Plan(s) and Details/Notes (For Removal of Existing Escalator Equipment, Temporary Shutoff of Power/Data)

Additionally, the Consultant shall provide the City with an updated Engineer's Estimate of Probable Costs, which will reflect any changes to the estimated project costs previously provided in the Final Report for the Escalator Assessment Service Order. The Engineer's Estimate shall provide a cost breakdown (Quantity and Unit Cost) not limited to the following categories: Mobilization, Demolition, Escalators, Electrical, Finishes (as required to match existing), Contractor Contingency, General Conditions, Insurance, Bonds, Overhead and Profit. The Engineer's Estimate shall be organized in Masterformat nomenclature.

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Consultant will compile submit the Issued for Review Progress Set electronically to the City for review and comment. One (1) two-hour meeting with the City (SJC) Staff and key Project members is anticipated to review the Issued for Review Progress Set Submission.

Task 2.3 – Issued for Permit Review Documents: Consultant will provide comment responses to fully address any comments received from the City based on the City's review of the Issued for Review Progress Set. Consultant will prepare and submit to the City electronically stamped and signed Issued for Permit Drawings (24" x 36").

Consultant shall assist City's Project Manager with coordination and documentation submissions required by the City's Department of Public Works, as it relates to the approval of the Construction Drawings for issuance of a City Construction Permit. Consultant will include one (1) review of the Final Plan Check with the City's Department of Public Works, and Consultant shall respond as needed to fully address any Final Plan Check documentation and comments

The Consultant shall not be responsible for applying for or obtaining the permit from the City, or for any payment of application fees and other expenses relating to the City's permit process.

One (1) one-hour meeting with the City (SJC) Staff and key Project members is anticipated to review the Issued for Permit Review Construction Drawings Submission(s).

Task 2.4 Issued for Bid Documents: Consultant provide comment responses to fully address any comments received from the City based on the City's review of the Issued for Review Progress Set. Consultant will prepare and submit to the City electronically stamped and signed Issued for Bid Drawings and Specifications.

One (1) one-hour meeting with the City (SJC) Staff and key Project members is anticipated to review the 100% Issued for Construction Drawings Submission.

B. **Deliverables**:

- 1. Meeting Attendance and Minutes Preparation.
- 2. Issued for Review Drawings and Specifications Submittal (Electronically).
- 3. Summary of Review Comment Responses (Electronically).
- 4. Issued for Permit Drawings and Specifications (Electronically).
- 5. Summary of SECI Review Comment Responses (Electronically).
- 6. Issued for Bid Drawings and Specifications Submittal (Electronically).
- 7. Engineer's Estimate

C.	Completion Time: The Consultant must complete the services and deliverables for this tast	k in
	accordance with whichever one of the following time is marked:	
	_	

\boxtimes	On or before th	e following date:	<u>3/31/2022.</u>	
	On or before	Business Days	from	

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Task No. 3: Bid Support and Award Services

A. <u>Services</u>: After receipt of City's NTP, Consultant shall provide bid support services during the bidding phase of the Project. Bid support services shall include:

Task 3.1 Pre-Bid Conference. Consultant will attend and support the City at the pre-bid conference and job-walkthrough with prospective contractors to familiarize them with existing conditions and the bid documents.

Task 3.2 Prepare Addenda. Addenda, as required, will be prepared for the City by the Consultant to clarify and modify the Project, as required by City, based on questions or comments that may arise from potential contractors during the bidding process. All addenda will be reviewed with the City prior to being issued. The addenda will meet all applicable design and construction standards.

Task 3.3 Bid Review and Award Recommendation. Consultant will assist the City in review of received bids. Consultant will analyze the bids received and provide a written report and recommendation of contract award.

B. Deliverables:

- 1. Pre-Bid Conference Attendance and Support.
- 2. Addenda and Written Responses to Questions and/or Requests for Information.
- 3. Bid Analysis and Recommendation of Award.
- C. <u>Completion Time</u>: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following time is marked:

\boxtimes	On or before the fo	ollowing date: <u>5/31/2022.</u>	
	On or before	Business Days from	

Task No. 4: Construction Administration Services

- A. <u>Services</u>: Upon receipt of City's NTP, Consultant shall provide the following work:
 - **Task 4.1 Review Construction Submittals.** This subtask consists of reviewing and approving the plans and material submittal data received from the Contractor and/or manufacturer(s). The Consultant's personnel will also review copies of the Contractor's survey data or other construction items for general compliance with the construction documents.
 - **Task 4.2 Review Requests for Information (RFI).** The Consultant will coordinate, review and provide a response to construction and general Project RFI's.
 - **Task 4.3 Provide Field Observation & Coordination with City.** Consultant will visit the site during the removal and installation to become generally familiar with the progress and quality of the work completed to date, and determine, in general, if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the contract documents.

Consultant will make a final site visit upon completion to check performance standards and conduct tests to determine if the vertical transportation equipment complies with the contract performance requirements.

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Field Reports and itemized punch-lists will be provided after each visit. City and Consultant have assumed three (3) site visits per escalator, for a total of six (6) site visits.

Task 4.4 Progress Meetings.

Consultant will participate in the pre-construction meeting and scheduled progress meetings with the City and the Contractor as requested. City and Consultant have assumed twenty-four (24) Progress Meetings. This may be by conference call. It is assumed that the meetings will be arranged, coordinated, recorded, and distributed by others.

Task 4.5 Prepare Record (As-Built) Drawings. The Consultant will prepare the Record Drawings for the Project. It is assumed the awarded Contractor/City will provide Record Drawings noting any and all modifications during construction of the Project for which the Consultant is not on-site to observe, in accordance with Section 5-1.04A of the City of San Jose, Department of Public Works, Standard Specifications, dated July 1992 (and any amendments thereto). The information submitted by the Contractor/City and incorporated by the Consultant into the Record Drawings will be assumed to be reliable, and the Consultant will not be responsible for any errors or omissions which may appear on the record drawings as a result.

B. **Deliverables**:

- a. Submittal and RFI Reviews and Responses.
- b. Attendance at pre-construction meeting and progress meetings.
- c. Six (6) site visits, including visit summary report and/or punch-list.
- d. Record (As-Built) Drawings Signed/Stamped 24" x 36" Sheets, PDF and CAD (Electronically)
- 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 notice of substantial completion of construction by City to awarded Contractor.

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Consultant: Jviation, a Woolpert Company

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Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name: Aaron Ushiro	Phone No.: (408) 392-1162
Department: Airport Planning & Development	E-mail: AUshiro@sjc.org
Address: 1701 Airport Blvd., Ste 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."

		Required t	to File Form 70	<u>0?</u>
Consultant's Contract	Manager	Yes Already Filed (Date Filed)	Yes Need to File	No
Name: JD Ingram	Phone No.: 303-524- 3050			<u>X</u>
Address: 6920 Santa Teresa Boulevard, Suite 208, San Jose, CA 95119	E-mail: jd.ingram@woolpert.com			
Other Staffing	1			
<u>Name</u> :	Assignment:			
1. Jason Virzi	Deputy Project Manager			<u>X</u>
2. Jon Noble	Sr. Project Engineer			<u>X</u>
3. Marisa Fluhr	Project Coordinator			<u>X</u>

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

Master Agreement AC No.: N/A, GILES 663860; Airport # 22-011 Consultant: Jviation, a Woolpert Company

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3.	Subco	nsultants: Whichever of the following is marked appli	es to this Approved Service Ord	ler:
		The Consultant can <i>not</i> use any subconsultants.		
		The Consultant can use the following subconsultants and deliverables:	to assist in providing the require	ed services
		Subconsultant's Name	Area of Work	
		HKA Elevator Consulting	Elevators/Escalators	
		2.		
		2		

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:

Additional Reimbursable Expense(s)	Mark-up
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.

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

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Master Agreement AC No.: NA' GILES 663860; Airport # 22-011 Consultant: Jviation, a Woolpert Company Service Order No.: 11

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 – Compe	nsation for Ser	ompensation for Services and Deliverables			
Column 1	Column 2			Column 3		<u>ა</u>	Column 4
Task Nos. from Attachment A	Basis of Compensation	ısation		Invoice Period		Com	Compensation
_	☐ Time & Materials	Fixed Fee	Monthly	☐ Completion of Task(s)	☐ Completion of Work	€	5,690.00
2	☐ Time & Materials		Monthly	☐ Completion of Task(s)	☐ Completion of Work	↔	20,120.00
ဇ	☐ Time & Materials	☐ Fixed Fee	Monthly	☐ Completion of Task(s)	☐ Completion of Work	↔	7,710.00
4	☐ Time & Materials	☐ Fixed Fee	Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$	24,160.00
		Part 2	Part 2 – Reimbursable Expenses	ole Expenses			
No expenses Column 4 of	✓ No expenses are separately reimbursable. The amount(s)Column 4 of Part 1 include(s) payment for all expenses.	he amount(s) in expenses.	Expenses	☐ Expenses are separately reimbursable in the maximum amount of:	the maximum amount of:	\$	
		Part	Part 3 – Subconsultant Costs	Itant Costs			
Subconsultar amount(s) in	$\boxed{\mathbb{X}}$ Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.	oensable. The ubconsultant costs.	Subconsull amount of:	Subconsultant costs are separately compensable in the maximum amount of:	ensable in the maximum	↔	
			Maximum	Maximum Service Order Compensation (sum of Parts 1 through 3):	(sum of Parts 1 through 3):	↔	57,680.00

Form Name: Master Consultant Agreement (Non-Capital Projects) Service Order - Attachment C: Compensation Table Form/File No.: 1349220/T-32026 City Attorney Approval Date: September 2016

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December 9, 2021

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

SUBJECT: Norman Y. Mineta San Jose International Airport

Jviation, Inc. Consultant Agreement

Service Order (SO) #11 - Terminal A Baggage Claim Escalators

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 #11.

The tasks and deliverables for this effort include design services to construction administration services for the Terminal A Baggage Claim Escalators. Please refer to Attachment A of Service Order #11 for a detailed scope of services.

The total compensation for this NTP for professional services is not to exceed Fifty-Seven Thousand Six Hundred and Eighty Dollars (\$57,680.00). The Consultant is authorized to use subconsultants for this Service Order as identified in Attachment B. The Consultant is not authorized for any reimbursable expenses. The compensation for services provided by the Consultant shall be expressed as a percentage completed or on a Time and Material basis defined in Attachment C. The Consultant's invoices shall be submitted monthly with no billings outstanding over sixty (60) days.

Aaron Ushiro, Senior Architect with Planning & Development, will be the contact for this assignment. Mr. Ushiro may be reached at 408.392.1162 or aushiro@sic.org.

Effective Date of NTP:	December 9, 2021		
Authorized:	Andres 'Drew' Niemeye Digitally signed by Andres 'Drew Niemeyer DN: OrUS, Evanienceper@jsb.corg, 0-City of San Jose - SuC Allordt, Out-Norman Y. Mineta San Jose International Apport. Residence Drew Niemeyer Residence		
	Andres "Drew" Niemeyer Deputy Director, Planning & Development	Date	
cc: Contract File Aaron Ushiro May Lu Aida Ballou Stephanie Silva Elise Van Horn			





\boxtimes	FOR YOUR ELECTRONIC SIGNATURE
\boxtimes	FULLY EXECUTED COPY TO FOLLOW

CITY STAFF:	Aida Ballou	
STAFF EMAIL:	aballou@sic.org	_

SCANNED SIGNATURE AUTHORIZATION

DATE: 12/09/2021	Total Pages: (Including This Page)11			
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 DOCU	MENT, 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 ☐ Business Tax Certificate ☐ Contacted Clerk re: Form 700 ☐ Supplemental Memorandums (if 	☐ Audit Trail Attached (if applicable)☑ Scanned Signature Authorization	
Type of Document: Service Order	of Document: Service Order Type of Contract: Professional Services		
REQUIRED INFORMATION FOR A	LL CONTRACTS:	Existing GILES #663860-018	
Contractor: <u>Jviation</u> , Inc.			
Address: 6920 Santa Teresa Blvc	I., Suite 208, San Jose, CA 95119)	
Phone: 303-524-3050	Email: jd.ing	ram@jviation.com	
	nt shall provide Design Services to oject per the attached Service Ord	for the Terminal A Baggage Claim der 11.	
Term Start Date: NTP 12/XX/2021	Term End Date: TBD	Extension: No	
Method of Procurement: N/A	RFB, RFP or RFQ No.:	Date Conducted:	
Agenda Date (if applicable):	Agend	da Item No.:	
Resolution No.:	Ordina	ance No.:	
Original Contract Amount: \$57,860	Amou	nt of Increase/Decrease:	
Option #: of Option Ar	mount: Updat	ed Contract Amount:	
Fund/Appropriation:			
Form 700 Required: No	Rever	nue Agreement: Select one	
Business Tax Certificate No.:	Expira	ation Date:	
Department: Airport (80) Department Contact Name/Phone: _	Aaron Ushiro/408-392-1162		
Notes: Department Director Signature:			
	e:	Date	
Office of the Oity Manager Oighature	·		