

**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 23-14                      1B. AC Contract No.: N/A; Giles 663860

2. Approved Service Order No.: 14

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

4. Project Name: 8704 – SJC TSA Magazine Relocation ("Project")

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), "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	217,669.80
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	38,365.80
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	179,304

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

Amount: \$797,000

Division Analyst Approval:

  
Aida Ballou

Email: aida.ballou@sanjoseca.gov  
Date: 02/09/2023 GMT

8. Deputy Director of Planning and Development Approval:



Email: faiyaz.ali@sanjoseca.gov  
Date: 02/09/2023 GMT

9. Consultant Approval:



Email: jd.ingram@woolpert.com  
Date: 02/09/2023 GMT

10. Approval as to Form (City Attorney):

J.D. INGRAM

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:

JOHN CALEGARI, Chief Deputy City Attorney

Date: \_\_\_\_\_

11. Director of Aviation Approval:



Email: judy.ross@sanjoseca.gov  
Date: 02/09/2023 GMT

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 contract manager.

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**General Description of Project for which Consultant will Provide Services:** The Project generally involves relocating the Canine Explosive Training Aid Storage Magazines (CETASMs, magazines) of Transportation Security Administration (TSA) to a southwest corner of the Airport's Economy Lot 1 parking lot. The project includes the construction of a new magazine enclosure and relocating the magazines to the new enclosure. The enclosure will consist of a fence on k-rail with barbed wire topper and two (2) vehicle gates; concrete blast walls and a reinforced concrete slab and electrical infrastructure.

Under this Service Order, the Consultant will provide construction administration support services to the City throughout the duration of construction to assist in the efforts of the Planning and Development Division at the Airport, to ensure to the extent possible that the Project is completed according to the contract documents and standard of care. The Contract Documents for the Project were designed and bid by another Consultant, AECOM, under Service Order No. 37 of their contract. AECOM will be a subconsultant to the Consultant on this Project but will provide all required construction administration services to the City.

### **Assumptions**

The scope of services described in this Service Order No. 14 is based on several assumptions of responsibilities by the Consultant and City, as follows:

1. The City will coordinate with tenants and stakeholders, as required, to facilitate input and information gathering related to the Project.
2. The Consultant will utilize the following computer software in the Project:
  - AutoCAD Civil 3D
  - Microsoft Office Suite
3. All deliverables will be transferred electronically as PDFs.
4. All required services for Task No. 2: Construction Administration Support, will be provided by the subconsultants to the Consultant on this Project, AECOM and Jensen Hughes. The Consultant has not included any hours or fee for these services.

### **Exclusions to this Scope of Work**

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

## Task No. 1: Project Management and Contract Administration

- A. **Services:** 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 – 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 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. The Consultant shall also coordinate and manage any required Architectural, MEP, signage, and any other subconsultant's scheduled performance of the work (5% Consultant Fee).

- B. **Deliverables:**

1. Provide Monthly Invoicing Consistent with the Terms of the Master 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 60 Business Days from the Completion of Construction Contract Close-out.

## Task No. 2: Construction Administration Support Services

- A. **Services:** Upon issuance of NTP for the Project by the City to the awarded construction contractor, the Consultant will provide construction coordination and administration support to the City throughout the duration of construction to ensure that the Project is completed according to good construction practices. It is estimated based on the preliminary schedule provided by the City, that it will take approximately six (6) months (or 180 Calendar Days) to achieve substantial completion of the construction of the Project. Construction administration support services will be provided entirely by AECOM and Jensen Hughes, the subconsultants to the Consultant, and shall include:

**2.1 Pre-Construction Meeting(s) Support.** The Consultant will attend pre-construction meeting(s) which will be held at the Airport and/or via an online platform and will include the City, Contractor, Subcontractors, and Airport Tenants affected by the project. The Consultant will attend and review meeting minutes from the pre-construction meeting.

**2.2 Review Construction Submittals.** This subtask consists of reviewing and approving material submittal data received from the Contractor, as transmitted from the City, and transmit directly back to SJC or its' agents (as designated) within a maximum of five (5) business days of receipt. Consultant has budgeted for five (5) Submittals.

**2.3 Review Requests for Information (RFI).** The Consultant will coordinate, review and provide a response to construction and general Project RFI's, as transmitted from the City, and transmit directly back to the City within a maximum of five (5) business days of receipt. Consultant has budgeted for ten (10) RFIs.

**2.4 Review “Shop Drawings”**, as transmitted from SJC, and transmit directly back to SJC or its’ agents (as designated) within a maximum of five (5) business days of receipt. Consultant has budgeted for ten (10) Shop Drawing submittals.

**2.5 Request for Change (RFC)/Supplemental Agreement Support.** Consultant personnel will assist with change orders and supplemental agreements (or requests for substitution), as necessary. All change orders and supplemental agreements will be coordinated with the City’s staff and will be prepared in accordance with the City’s Standard Project Documents. Extraordinary changes in design scope have not been considered in the services described under this Attachment A. Consultant has budgeted for two (2) RFC/RFSs.

**2.6 Provide Field Observation & Coordination with City.** The Consultant will coordinate and make visits to the Project Site to observe the progress of the construction and deal with construction related issues, as necessary and as requested by the City, throughout the duration of the Project. The Consultant shall provide project management and coordination services to the City to ensure the completion of all construction management and administration tasks required of the Consultant.

**2.7 Attend Construction Progress Meetings.** The Consultant will attend construction progress meetings to be held at the Airport or via an online platform on a weekly, or as-needed basis throughout the duration of the construction of the Project to review the progress of the construction and discuss construction details, construction schedule, and any other requirements of the Project. Consultant fee for this task is based on an assumed duration of one (1) hour for each weekly construction progress meeting. Consultant will not arrange, coordinate, record or distribute meeting notes.

**2.8 Prepare and Submit Record Drawings.** The Consultant will prepare the Record Drawings for the Project. It is assumed the awarded Contractor will provide the as-builts conditions noting any and all modifications during construction of the Project, 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 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. The Record Drawings will be prepared and will be provided electronically to the City, and SECI within thirty (30) calendar days from receipt of the City’s approved mark-ups. Digital AutoCAD Version and one (1) full-size PDF copy will be provided.

**B. Deliverables:**

1. List of material submittals;
2. Review and respond up to five (5) material submittals;
3. Review and respond up to ten (10) RFIs;
4. Review and respond up to ten (10) shop drawings;
5. Attendance at Pre-Construction and Weekly Construction Progress Meetings.
6. Review and respond to up to two (2) RFC/RFS.
7. Prepare and Submit Record Drawings in AutoCAD format and 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 60 Business Days from the Completion of Construction Contract Close-out or as directed by the City.

## 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) 392-1162
Department: Airport Planning & Development	E-mail: cmurillo@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."*

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<b><u>Consultant's Contract Manager</u></b>				
Name: JD Ingram	Phone No.: 303-524-3050			<input checked="" type="checkbox"/>
Address: 101 Metro Drive, Suite 655, San Jose, CA 95110	E-mail: jd.ingram@woolpert.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
1. Jason Virzi	Deputy Project Manager			<input checked="" type="checkbox"/>
2. Jon Noble	Sr. Project Engineer			<input checked="" type="checkbox"/>
3. Marisa Fluhr	Project Coordinator			<input checked="" type="checkbox"/>

**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. AECOM	Design/Bid EOR
2. Jensen Hughes	Code (Accessibility/Egress) Consultant

**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.

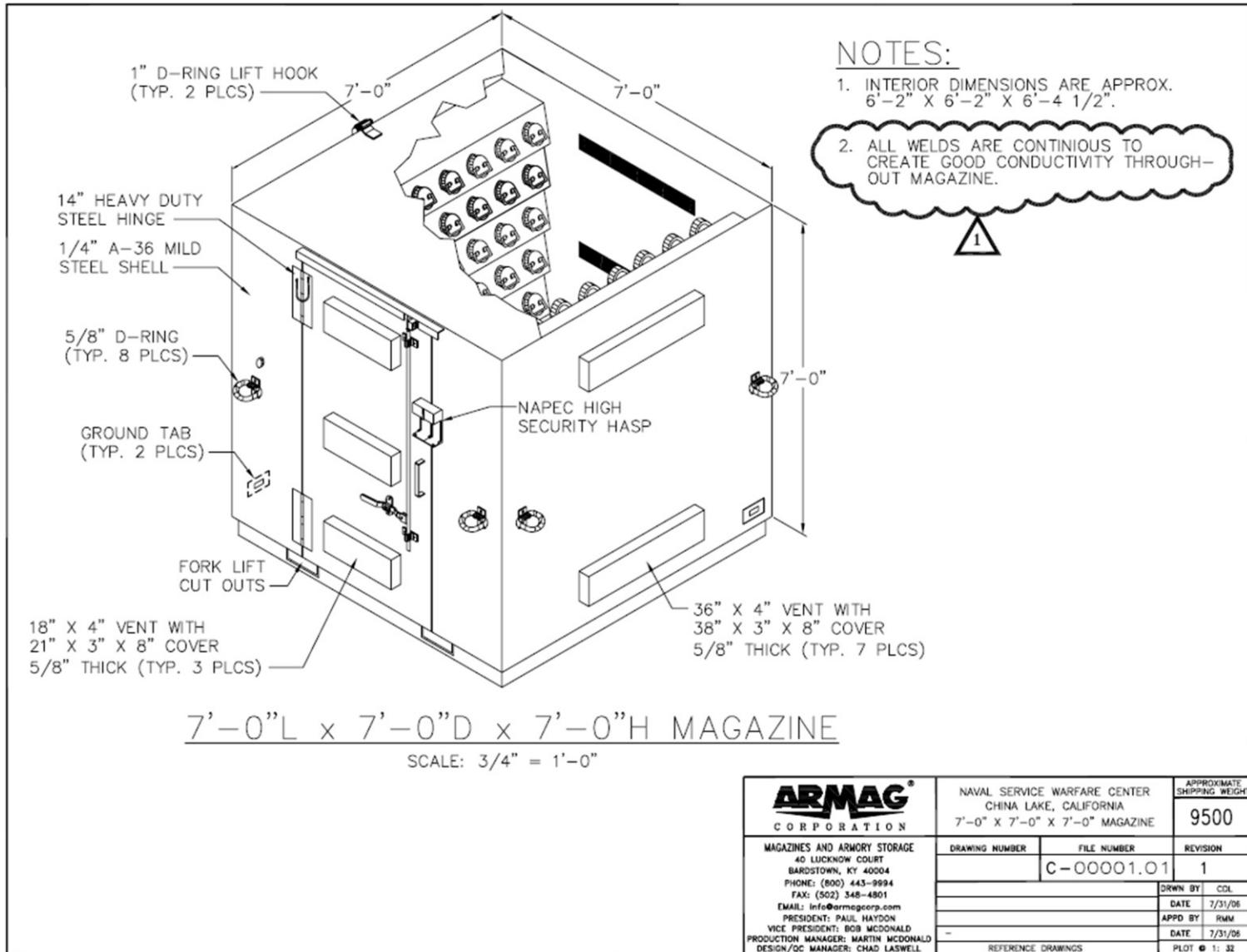
Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
1	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$ 7,290.00
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	\$ 31,075.80
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:	N/A
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:	N/A
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):			<b>\$ 38,365.80</b>

## Appendix A





## Appendix B



	NAVAL SERVICE WARFARE CENTER CHINA LAKE, CALIFORNIA 7'-0" X 7'-0" X 7'-0" MAGAZINE		APPROXIMATE SHIPPING WEIGHT <b>9500</b>
	MAGAZINES AND ARMS STORAGE 40 LUCKNOW COURT BARDSTOWN, KY 40004 PHONE: (800) 443-9994 FAX: (502) 348-4801 EMAIL: info@armagcorp.com PRESIDENT: PAUL HAYDON VICE PRESIDENT: BOB McDONALD PRODUCTION MANAGER: MARTIN McDONALD DESIGN/QC MANAGER: CHAD LASWELL	DRAWING NUMBER C-00001.01	FILE NUMBER 1
		DRWN BY: CDL DATE: 7/31/06	
		APPD BY: RMM DATE: 7/31/06	
	REFERENCE DRAWINGS		PLOT 1: 32

## Appendix C

