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

1a.	CPMS Contract No.10156	; Airport 22-033	1b.	AC Contract No.: N/A	; Giles	s: 663895-000
2.	Approved Service Order No. 33					
3.	Consultant's Name: Kimley-Horn & Associates, Inc. (Consultant)					
4.	Project Name: Lot 1 Biorete	ention Cell Project ("Proj	ect")			
5.	Project Location: Norman	Y. Mineta San José Inter	national A	irport ("Airport" and "SJ	IC")	
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 Agree	ement:		\$	778,370.24
	b. Maximum Service Orde	er Compensation for th	is Approv	ved Service Order:	\$	25,482.65
	c. New unencumbered bal	ance in Master Agreeme	ent (7.a – 7	.b):	\$	752,887.59
	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: 416V	RC: 2	1415X Amou	unt: \$	500,000
	Fund:	Appn:	RC: _	Amou	unt: \$	
	Fund:	Аррі		_ Amou	unt: \$	
	Division Analyst Appro	Email: aida.ballou@sanjoseca Date: 09/09/2022 GMT AIDA BALLOU		llou		
8.	Deputy Director of Planni and Development Approv	ral:	00			
		ASHWINONAYDU, A	A.C.E.			
9.	Consultant Approval:	Pearso		vin		
10.	Approval as to Form (City	Attorney):	/ľΝ̈́, P̄.Ε			
	Service Order Form Approved by the Office of the City Attorney					
	(Maximum Service Order Co	mpensation is \$100,000 or les	s, and the pr	ovisions of the service order t	form are	e not altered.)
	Approved as to Form:	JON CALEGARI, S	Senior Der	outy City Attorney		
		JON CALLGARI, C	שבו וסוווסר	acy Oily Allollicy		

Form Name: Master Consultant Agreement (Airport Capital Projects) Exhibit A:: Approved Service Order Form Cover Page Form/File No.: 1488159//T-34812 City Attorney Approval Date: February 5, 2018



11. Aviation Director Approval:

Email: john.aitken@sanjoseca.gov Date: 09/09/2022 GMT

JOHN AITKEN, A.A.E.

Form Name: Master Consultant Agreement (Airport Capital Projects)
Exhibit A:: Approved Service Order Form Cover Page
Form/File No.: 1488159//T-34812
City Attorney Approval Date: February 5, 2018

Page: 1 of 1 T-35459.005 /

CPMS Contract No. 9699; Airport No. 22-033 Service Order No. 33 Consultant: Kimley-Horn & Associates, Inc.

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:

This project involves the construction of an approximately 2,500 sf bioretention cell in the Airport's Economy Parking Lot (Lot 1) to treat stormwater runoff from a drainage area of approximately 1.4 acres. This project will serve as Municipal Regional Stormwater Permit Provision C.3 compliance for the Interim Facility Project. Under this Service Order #33 the Consultant shall provide the construction administration services outlined in this Attachment A. Consultant shall commence work under this Service Order #33 upon receipt of City's Notice to Proceed ("NTP").

Task No. 1: Project Management and Administration

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

Task 1.1 – Project Management and Administration

Project administration services are comprised of exercising prudent control of the scope of work, coordination of schedules, and maintaining quality of services and deliverables provided. This subtask also includes management and scheduling of staff, labor and sub-consultants.

- B. Deliverables: Monthly reporting and invoicing by the 10th Business Day of each month for work completed during the previous month. Meeting minutes from each meeting attended.
- 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: \boxtimes On or before: 45 Calendar Days after the date of Airport's notice of substantial completion of construction.

Form Name: Master Consultant Agreement (Airport Capital Projects) Exhibit A- Attachment A - Tasks

Form/File No.: 1488159/T-34812

City Attorney Approval Date: February 5, 2018

Page: 1 of 3 T-35459.005 /

Task No. 2: Construction Administration (CA) Services

A. Services: Consultant shall provide construction administration services during the construction phase of the Project as follows:

Task 2.1 – Construction Administration

- Submittals and Request for Information (RFI) The Consultant Team will review, respond, approve, and/or take other appropriate action in respect to Submittals and RFIs, which the contractor is required to submit.
- Reguest for Substitutes (RFS) and "or-equal" The Consultant Team and the subconsultant(s) where applicable, will evaluate and render to City a response as to the acceptability of substitute or "or-equal" materials proposed by the contractor.
- On-Site Observation and Representation The Consultant Team will assist the City with on-site construction administration and observation services during the Construction Activities at the request of the Airport. The Consultant Team shall provide construction administration and observation services as follows:
 - a) Document contractor's general conformance to the contract documents.
 - b) Participate in weekly progress meetings (on-site/virtual).
 - c) Review and assist with monitoring acceptance tests at the frequency stated in the CDs.
 - d) Conduct final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents
- Prepare Clean-Up Item List Following the final inspection, the Consultant Team will prepare a list of the items the contractor must clean up before the final payment can be made.

Task 2.2 - Project Closeout

<u>Prepare Final As-Builts</u> – Consultant Team to prepare as-built 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. AutoCAD digital files will be provided with one (1) PDF hardcopy of the drawings. Record drawings will be submitted within thirty (30) calendar days from receipt of the SJC's approved markups.

Task 2 Assumptions and Clarifications:

Consultant will participate in weekly construction meetings for approximately 12 weeks of pre-construction and construction time.

B. Deliverables:

- i. Review, respond, and approve contractor Submittals, RFIs, and RFS
- ii. Construction administration and observation activities

Form Name: Master Consultant Agreement (Airport Capital Projects)

Form/File No.: 1488159/T-34812

CPMS Contract No. 9699; Airport No. 22-033 Service Order No. 33 Consultant: Kimley-Horn & Associates, Inc.

- iii. Participate in weekly construction meetings
- iv. Clean-up item list
- v. Attend final site walkthrough
- vi. One (1) PDF and one (1) AutoCAD file of the construction As-Builts/Record Drawings

C.		letion Time : The Consultant must complete the services and deliverables for this accordance with whichever one of the following time is marked:
		On or before the following date:
	⊠ comple	On or before: 45 Calendar Days after the date of Airport's notice of substantial etion of construction.

Form Name: Master Consultant Agreement (Airport Capital Projects)

Exhibit A- Attachment A - Tasks

Exhibit A- Attachment A - Tasks
Form/File No.: 1488159/T-34812

Attachment B: Terms and Conditions

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

Name Patrick Hansen	Phone No.: 408-392-3626
Department: Airport Planning & Development	E-mail: phansen@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."

		Required	to File Form	700?
Consultant's Con	tract Manager	Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Robert Hamilton	Phone No.: (732) 259 1345			<u>x</u>
Address: 100 S Almaden Blvd, Suite 1250, San Jose, CA 95113	E-mail: bob.hamilton@kimley- horn.com			
Other Sta	affing			
<u>Name</u> :	Assignment:			
1. Robert Hamilton	Project Manager			Х
2. Samantha Nguyen	Project Engineer			х
3. Karina Huete	Analyst			Х
4. Joe Nunneley	Structural Engineer			X

Form Name: Master Consultant Agreement (Airport Capital Projects)

Exhibit A: - Attachment B - Terms and Conditions

Form/File No.: 1488159/T-34812

CPMS Contract No. 9699; Airport No. 22-033 Service Order No. 33

Consultant: Kimley-Horn & Associates

5. Anthony Morgan	Project Accountant	Х
6. Tish Peterson	Project Administration	Х
7. Joe Bradshaw	Electrical Engineer	Х
8. Ron Taylor	Construction Support	Х
9. Jessica Johnson	Project Accountant	X

Ord					
\boxtimes	The Consultant can <i>not</i> use any subconsultants				
	The Consultant can use the following subconsultants to assist in providing the r services and deliverables:				
	Subconsultant's Name	Area of Work			
only	proved Service Order states that the City will reimbur the expenses identified in Subsection 10.5.3 of the enses unless the following box is marked and additi-	Master Agreement are Reimbur			
only	the expenses identified in Subsection 10.5.3 of the enses unless the following box is marked and additional transfer of the expenses identified in Subsection 10.5.3 of the expenses identified in Subsection 10.5.3 of the	Master Agreement are Reimbur onal reimbursable expenses are on 10.5.3 of the Master Agreem			
only Exp	the expenses identified in Subsection 10.5.3 of the enses unless the following box is marked and addition: In addition to the expenses identified in Subsection	Master Agreement are Reimbur onal reimbursable expenses are on 10.5.3 of the Master Agreement.			
only Exp	the expenses identified in Subsection 10.5.3 of the enses unless the following box is marked and addition: In addition to the expenses identified in Subsectifollowing expenses are Reimbursable Expenses	Master Agreement are Reimbur conal reimbursable expenses are on 10.5.3 of the Master Agreement.			
only Exp	the expenses identified in Subsection 10.5.3 of the senses unless the following box is marked and addition: In addition to the expenses identified in Subsectifollowing expenses are Reimbursable Expenses Additional Reimbursable Expense(s)	Master Agreement are Reimbur conal reimbursable expenses are on 10.5.3 of the Master Agreement.			

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 (Airport Capital Projects)

Exhibit A: - Attachment B - Terms and Conditions Form/File No.: 1488159/T-34812

CPMS Contract No. 9699; Airport No. 21-33 Service Order No. 33 Consultant: Kimley-Horn & Associates

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 – Project Management and Administration	☐ Time & Materials ☐ Fixed Fee		\$ 2,928.80			
2 – Construction Administration	☐ Time & Materials ☐ Fixed Fee		\$ 22,553.85			
Part 2 – Reimburs	sable Expenses					
•	are separately reimbursable. The column 4 of Part 1 include(s) payment for	Expenses are separately reimbursable in the maximum amount of:				
Part 3 – Subconsultant Costs						
	costs are <i>not</i> separately compensable. in Column 4 of Part 1 include(s) costs.	Subconsultant costs are separately compensable in the maximum amount of:				
		Maximum Service Order Compensation (sum of Parts 1 through 3):	\$ 25,482.65			

Form Name: Master Consultant Agreement (Airport Capital Projects)

Exhibit A:- Attachment C - Compensation Table

Form/File No.: 1488159/T-34812