

John Aitken

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Date: 09/09/2022 GMT

11. Aviation Director Approval:

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.

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:
- On or before: 45 Calendar Days after the date of Airport's notice of substantial completion of construction.

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.
- Request 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

- Prepare Final As-Builts – 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 mark-ups.

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

- 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. 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: 45 Calendar Days after the date of Airport's notice of substantial completion of construction.

Attachment B: Terms and Conditions

1. **City's Contract Manager:** 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."***

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

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

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 – Project Management and Administration	<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	\$ 2,928.80
2 – Construction Administration	<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	\$ 22,553.85
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:	
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$ 25,482.65