|     | Waste  | r City of San José<br>Approved Se<br>(Airport Capi<br>Cover | ervice Order<br>tal Projects) |                          |          |                 |
|-----|--|---|-------------------------------|--------------------------|----------|-----------------|
| 1a. | CPMS Contract No. N/A; Airp  | ort 23-037  | 1b.                           | AC Contract No.: N//     | A; Giles | s: 663895-000   |
| 2.  | Approved Service Order No 3  | 7   |                               |                          |          |                 |
| 3.  | Consultant's Name: Kimley-H  | lorn & Associates (   | Consultant)                   |                          |          |                 |
| 4.  | Project Name: SJC New Taxiv  | way Victor- Phase   | 1B and 1C(                    | 'Project")               |          |                 |
| 5.  | Project Location: Norman Y.  | Mineta San José In  | ternational A                 | irport ("Airport" and "S | JC")     |                 |
| 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 ar   | mount in Master Ag  | reement:                      |                          | \$       | 631,537.18      |
|     | b. Maximum Service Order   | Compensation for  | this Approv                   | ed Service Order:        | \$       | 169,565.00      |
|     | c. New unencumbered baland   | ce in Master Agreer   | nent (7.a – 7                 | .b):                     | \$       | 461,972.18      |
|     | d. Appropriation Certification: I certify that an unexpended appropriation in the amount of the Maximu<br>Service Order Compensation is available in the following fund(s) and that such fund(s) will be<br>encumbered to pay for this Approved Service Order.     |   |                               |                          |          |                 |
|     | Fund: 520/527 A  | oppn: 401F  | RC: 2                         | 1046X Amc                | ount: \$ | 26,602,000      |
|     | Fund: A  | .ppn:   | RC:                           | Amc                      | ount: \$ |                 |
|     | Fund: A  | .ppn:   | RC:                           | Amc                      | ount: \$ |                 |
|     | Division Analyst Approva   | al:<br><i>Aic</i>   | la Ball                       | ou                       |          |                 |
|     |  | Email: aida.ballou@sanjo<br>APDA BA4223601T                 | seca.gov                      |                          |          |                 |
| 8.  | Deputy Director of Planning<br>and Development Approval:   |   | a.gov                         |                          |          |                 |
| 9.  | Consultant Approval:   | <u>Email:pearse.melvin@kim</u><br>M. PEARSE ME              |                               |                          |          |                 |
| 10. | Approval as to Form (City A  | ttorney):   |                               |                          |          |                 |
|     | Maximum Service Order Form Appro   | -   | -                             | •                        | form are | a not altered ) |
|     |  |   |                               |                          |          |                 |
|     | Approved as to Form:   |   |                               |                          |          |                 |

Attorney Jon Calegari

Jon Calegari

Contraction Contra

11. Aviation Director Approval:

DOHNOADEKOMN, 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:

The Project, as further described in the Airport Master Plan, as amended, involves the design of the multiyear program for the New Taxiway V project (Project), to be completed over three phases, as further described in **Appendix A**.

Under a previous Service Order No. 22 and subsequent amendment thereto, Consultant carried out the design development for Phase 1 of the project. The scope of services included (i) preliminary design development for Phase 1 of the Project (ii) 100% design and Issued for Bid (IFB) document package for Phase 1 of the Project; and (iii) bid award and support for Phase 1 of the Project. The design of Phase 1 was broken into a base bid (Phase 1A) and two (2) bid alternatives, Add ALT 1 (Phase 1B) and Add Alt 2 (Phase 1C).

City recently awarded the base bid (Phase 1A) portion of Phase 1 of the Project.

Under this Service Order No. 37, the Consultant's overall scope of services includes re-packaging design documents carried out under Service Order No. 22 into Phase 1B and Phase 1C of the Project for advertisement. The Consultant's engineering and design work shall be accomplished in accordance with applicable local, state and federal codes and specifically FAA design criteria and SJC requirements.

Under this Service Order No. 37, Consultant's scope of services and budget are based on the following understandings:

- 1. Design assumptions and direction will be carried over from the previous Phase 1 design documents completed under Service Order No. 22 and subsequent amendments thereto.
- 2. Phase 1B and Phase 1C bid package will be updated to comply with the most current FAA Advisory Circulars including updates to the geometry from Airport Design Circular 150/5300-13A to 150/5300-13B.
- 3. No LID requirements will be incorporated into the re-package, it is assumed that LID compliance will be met via alternate compliance methods.
- 4. Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant funds will be used for the construction of this Project.
- 5. No additional EIR Mitigation Measures will be included beyond what was include in the original bid documents.

# Task No. 1: 100% CDs Issued for Bid (IFB) – Phase 1B and Phase 1C

A. <u>Services</u>: Consultant shall perform the following tasks:

# Task 2.1 – 100% IFB CDs

Consultant shall re-package unawarded bid alternatives from Phase 1 of the project. Phase 1 - Add Alt 1 (Phase 1B) will be re-packaged as base bid and Phase 1 - Add Alt 2 (Phase 1C) will be re-packaged as Add Alt 1. Consultant shall prepare 100% IFB Construction Documents which will include, but not limited to, the following plans (up to 60 plan sheets):

- (1) Cover Sheet
- (2) General Notes, Legend, Abbreviation Sheet
- (3) Project Layout Plans
- (4) Project Survey Control Plans
- (5) Construction Phasing Plans
- (6) Construction Phasing Details
- (7) Typical Cross Sections
- (8) Erosion Control Plans
- (9) Demolition Plans
- (10) Geometric Layout Plans
- (11) Grading and Drainage Plans
- (12) Utility Plans
- (13) Storm Drain Profile Plans
- (14) Plan and Profile Plans
- (15) Joint Layout Plans
- (16) Pavement Elevation Plans
- (17) Pavement Markings
- (18) Electrical Layout (Signage/Edge Lights)
- (19) Detail Sheets
- (20) Electrical Detail Sheets

### Task 2.2 – 100% IFB Technical Specifications

Consultant shall prepare 100% IFB Technical Specifications, which will include the final versions of the FAA General Provisions, as may be modified, applicable Technical Specifications and City Special Provisions, the final list of submittals for inclusion into the Special Provisions, any Mitigation Measure Determination consistent with the MMRP and associated Final Airport EIR, final requirements for SWPPP, Air Quality, Construction Emissions, and Hazards & Hazardous Materials, and any final Soil Management Plan or Water Quality considerations.

### Task 2.3 – 100% Design Report

Consultant shall prepare a 100% Design Report under this subtask. The 100% Design Report will include the 100% OPCC with itemized list of anticipated construction bid items (in Microsoft Excel). This task will also include the final schedule of quantities for the Project and the final details of the construction duration Consultant will prepare the final CMP for FAA submission (if required).

# Task 2.4 – 100% CSPP

Consultant shall prepare the 100% version of the Construction Safety and Phasing Plan, and will include final Project Phasing Breakdown and final detailed construction duration.

- B. <u>Deliverables</u>: Consultant will provide the following in electronic format:
  - i.
  - ii. One (1) sealed PDF of full-sized 100% IFB Plans in 24" x 36" border sheet
  - iii. One (1) sealed PDF of 100% IFB Technical Specifications
  - iv. One (1) sealed PDF of the 100% Design Report
  - v. One (1) PDF of the final CMP, if required
  - vi. One (1) PDF and one (1) native file of the 100% CSPP
  - vii. Native files of the Bid Schedule
  - viii. Detailed Engineer's Estimate and Schedule of Quantities
  - ix. Detailed Construction Duration
- 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:
  - On or before the following date: January 15, 2023
  - On or before:

### Task No. 2: Bid Support and Award

A. <u>Services:</u> Consultant shall provide bid support services during bidding phase of the Project, as follows:

### Task 3.1 – Respond to 100% IFB Comments

Based on the City-approved 100% IFB CD's, Consultant shall prepare any comment based addenda necessary to incorporate into bid documents.

# Task 3.2 – Respond to Bidder Questions/Prepare Addenda

Consultant shall respond to any Bidder's question(s) by preparing and incorporating responses into bidder based addendum(s) and incorporate into conformed set.

### Task 3.3– Bid Review

Consultant shall perform bid review by assisting with City's assessment of pricing and contracting strategies and evaluation of the bids.

- **B.** <u>Deliverables</u>: Consultant shall provide response to bidder inquires, issue addenda, and assist City in evaluating bids, as requested by City's Project Manager. Consultant shall provide one (1) electronic copy of the conformed set of construction ready documents (including addenda).
- 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:

- On or before the following date:
- $\boxtimes$
- On or before: Seven (7) Calendar Days after City opens bids for the Project.

# Attachment B: Terms and Conditions

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

| Name Carlos Murillo   | Phone No.: 408-392-3634  |
|---|--------------------------|
| Department: Airport Planning & Development                      | E-mail: cmurillo@sjc.org |
| Address: 1701 Airport Blvd. Suite B-1130, San Jose,<br>CA 95110 |                          |

2. <u>Consultant's Contract Manager and Other Staffing</u>: 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."* 

|  | Require                                    | ed to File Form 700? |    |          |  |
|--|--|----------------------|----|----------|--|
| <u>Consultant's Con</u>  | Yes<br>Already<br>Filed<br>(Date<br>Filed) | Yes<br>Need to File  | Νο |          |  |
| Name: Robert Hamilton  | Phone No.: (732) 259 1345                  |                      |    | <u>×</u> |  |
| Address: 100 S Almaden Blvd,<br>Suite 1250, San Jose, CA 95113 | E-mail: bob.hamilton@kimley-<br>horn.com   |                      |    |          |  |
| Other Sta  |  |                      |    |          |  |
| <u>Name</u> :  | <u>Assignment</u> :                        |                      | _  |          |  |
| 1. Robert Hamilton   | Project Manager                            |                      |    | х        |  |
| 2. Samantha Nguyen   | Project Engineer                           |                      |    | х        |  |
| 3. Karina Huete  | Analyst                                    |                      |    | х        |  |
| 4. Pearse Melvin   | QA/QC                                      |                      |    | х        |  |
| 5. Zach Tait   | Asst. Project Manager                      |                      |    | х        |  |
| 6. Sindia Maya   | Analyst                                    |                      |    | х        |  |

Form Name: Master Consultant Agreement (Airport Capital Projects) Exhibit A: - Attachment B - Terms and Conditions Form/File No.: 1488159/T-34812 City Attorney Approval Date: February 5, 2018

| 7. Connor Evanski  | Analyst                |  | x |
|--------------------|------------------------|--|---|
| 8. Jillian Tobin   | Analyst                |  | х |
| 9. Lawrence Lei    | Project Engineer       |  | х |
| 10. Janette Zamora | Project Accountant     |  | x |
| 11. Tish Peterson  | Project Administration |  | х |
| 12. Joe Bradshaw   | Electrical Engineer    |  | х |

- **3.** <u>Subconsultants</u>: 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:

| Subconsultant's Name | Area of Work |
|----------------------|--------------|
|                      |              |

- 4. <u>Reimbursable Expenses</u>: 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.

# 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.<br>from<br>Attachment A   | Basis of Comp  | ensation    |                      | Compensation                     |                        |              |  |
| 1   | Time & Materials   | 🛛 Fixed Fee | 🖂 Monthly            | Completion of Task(s)            | Completion of Work     | \$156,415.00 |  |
| 2   | Time & Materials   | 🛛 Fixed Fee | Monthly              | Completion of Task(s)            | Completion of Work     | \$13,150.00  |  |
| Part 2 – Reimbursable Expenses  |  |             |                      |                                  |                        |              |  |
| No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses. |  |             | Expenses             | are separately reimbursable in t | he maximum amount of:  |              |  |
| Part 3 – Subconsultant Costs  |  |             |                      |                                  |                        |              |  |
|   | nt costs are <i>not</i> separately c<br>n Column 4 of Part 1 include(s |             | Subconsul amount of: | tant costs are separately compe  | ensable in the maximum |              |  |
| Maximum Service Order Compensation (sum of Parts 1 through 3):  |  |             |                      |                                  |                        | \$169,565.00 |  |