

Master City of San José Consultant Agreement

(Capital Projects)

Amendment to Approved Service Order - Cover Page

1a. CPMS Contract No.: Airport 22-027 **1b.** Master Agreement AC No.: 663895-000

2. First Second Third Fourth Amendment to Approved Service Order No. 27

3. Consultant's Name: Kimley-Horn & Associates, Inc. ("Consultant")

4. The above-referenced Approved Service Order is amended as follows:

4a. **Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Budget/Fiscal Attachment Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.

4b. **Tasks - Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.

4c. **Compensation Table - Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. Consultant Approval:

Pearse Melvin

Email: pearse.melvin@kimley-horn.com
Date: 12/29/2022 GMT

M. PEARSE MELVIN, P.E.

7. Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form: Attorney
Jon Calegari

Jon Calegari

Email: jon.calegari@sanjoseca.gov
Date: 01/03/2023 GMT

(Sr.) Dept. City Attorney: _____
JON CALEGARI, Deputy City Attorney

8. City Director Approval:



Email: judy.ross@sanjoseca.gov
Date: 01/06/2023 GMT

JOHN AITKEN, A.A.E.

First **Second** **Third** **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the First Second Third amendment to Approved Service Order No. 27 issued pursuant to the Master Agreement.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ _____ to \$ _____.

Increased from \$580,000.00 to \$643,593.43 and

Appropriation Certification: I certify that an unexpended appropriation in the amount of the increased compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 520/527	Appn: 401F	RC: 21046X	Amount: \$26,602,000
Fund: _____	Appn: _____	RC: _____	Amount: \$_____
Fund: _____	Appn: _____	RC: _____	Amount: \$_____
Fund: _____	Appn: _____	RC: _____	Amount: \$_____

Authorized Signature: _____ Date: _____

3. If the Maximum Service Order Compensation is being increased, the unencumbered amount in the Master Agreement is sufficient as follows:

a. Current unencumbered amount in Master Agreement:	\$	461,972.18
b. Increase in the Maximum Service Order Compensation:	\$	63,593.43
c. New unencumbered balance in Master Agreement	\$	398,378.75

First **Second** **Third** **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 27 issued pursuant to the Master Agreement.

Under the original Approved Service Order No, 27, Consultant scope of services included (i) 50% design development package for the Project; (ii) 90% CD phase package for the Project; (iii) 100% design and Issued for Bid (IFB) document package for the Project; (iv) bid support services for the Project; and (v) construction administration services for the Project.

Under this Amendment 1, Consultant scope for Service Order No, 27 has been amended to include changes to the 100% design and Issued for Bid (IFB) document package based on changes to the initial design. Changes include removal of the trash compactors from the scope of work and the relocation of the Waste Disposal Facility and Fuel & Dispensing Facility to mitigate impacts to existing trash compactors. The revised approved layout is shown in **Exhibit A** of this Amendment.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

Task No. 4, entitled “100% CDs Issued for Bid (IFB),” is amended as follows:

Task No. 4: 100% CDs Issued for Bid (IFB)

A. Services

After incorporating City comments to the 100% CDs, Consultant shall prepare revised 100% IFB CDs which will include the following:

Plans

- Cover Sheet
- General Notes Sheet
- Project Survey and Control
- Project Layout Plan
- Project Phasing Plan
- Demolition Plans
- Erosion Control Plans
- Architectural Plans
- Structural Plans
- MEP Plans
- Fueling Layout Plans
- Grading and Drainage
- Utility Plan

- Landscaping and Irrigation (if required)
- Detail Sheets

Specifications

After incorporating City comments to the 100% Project Specifications, Consultant shall prepare revised 100% Technical Specifications, which will include the final versions of 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.

Design Report

After incorporating City comments to the 100% Design Report, Consultant shall prepare a 100% Design Report under this subtask. The revised 100% Design Report will include the 100% OPCC for the revised scope 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.

B. Deliverables:

Consultant shall submit the following in .pdf electronic format and hard copy, where indicated:

- i. Two (2) PDF set of sealed full-sized 100% IFB Plans in 24" x 36" border sheet.
- ii. One (1) PDF set of sealed 100% IFB Technical Specifications
- iii. One (1) PDF of the 100% Design Report
- iv. Native files of the Bid Schedule
- v. Detailed Engineer's Estimate and Schedule of Quantities
- vi. Detailed Construction Duration

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

- On or before the following date: January 31, 2023
- On or before

First **Second** **Third** **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 22 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task	Basis of Compensation		Invoice Period			Compensation
Task 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	\$55,614.54
Task 2	<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	\$165,378.87
Task 3	<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	\$181,935.08
Task 4	<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	\$78,387.35
Task 5	<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	\$22,793.79
Task 6	<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	\$139,483.80
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:			\$0.00
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:			\$0.00
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$643,593.43

EXHIBIT A