

Master City of San José Consultant Agreement

(Airport Capital Projects)

Amendment to Approved Service Order - Cover Page

- 1a. CPMS Contract No.: 10156
- 1b. Master Agreement AC No.: 32952; Giles 663895
- 2. First Second Third Fourth Amendment to Approved Service Order No. 33
- 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. **Tasks - Attachment B:** The original First Revised Second Revised Attachment B is amended to read as set forth in the attached First Second Third Revised Attachment B.
- 4d. **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. *Pearse Melvin*

Email: pearse.melvin@kimley-horn.com
Date: 02/15/2023 GMT

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:

Deputy City Attorney: _____

8. **Aviation Director
Approval:**



Email: john.aitken@sanjoseca.gov
Date: 02/15/2023 GMT

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. 33 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 \$ 25,482.65 _____ to \$ \$26,732.65 _____ 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: <u> 527 </u>	Appn: <u> 416V </u>	RC: <u> 2145X </u>	Amount: \$500,000 _____
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:	\$	298,976.12
b. Increase in the Maximum Service Order Compensation:	\$	1,250.00
c. New unencumbered balance in Master Agreement	\$	297,726.12

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

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 33 issued pursuant to the Master Agreement.

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. 2, entitled "Construction Administration (CA) Services," is amended as follows:

- 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 – Field Investigation

- Utility Locating – In response to Contractor submitted RFIs, Consultant's subcontractor will mark, locate, and identify unknown utilities and provide the findings of the investigation in a memorandum.

Task 2.3 – 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
- vii. (1) PDF memorandum of utility locating findings in the field

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.

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

This Revised Attachment B is attached to the First Second Third amendment to Approved Service Order No. 33 issued pursuant to the Master Agreement.

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>
Bess Test Lab, Inc	Utility Locating

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. **33** issued pursuant to the Master Agreement.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	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	\$2,928.80
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	\$23,803.85
Part 2 – Reimbursable Expenses			
<input 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 type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) sub-consultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$26,732.65