City of San José Master Consultant Agreement – Approved Service Order Cover Page

1a.	CPMS Contract No.: N/A;	Airport 23-001	1b.	AC Contract No.: N	A; GILES	OC-002854		
2.	Approved Service Order No. 1							
3.	Consultant's Name: Landrum and Brown, Inc.							
4.	Project Name: Coleman Co	ommercial Developm	ent – FAA Se	ction 163 Evaluation				
5.	Project Location: Norman	Y. Mineta San José Ir	nternational A	irport (SJC and Airpor	t)			
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 Ag	greement:		\$	3,500,000		
	b. Maximum Service Orde	er Compensation for	r this Approv	ved Service Order:	\$	61,100		
	c. New unencumbered bala	ance in Master Agree	ment (7.a – 7	.b):	\$	3,439,000		
	d. Appropriation Certifica Service Order Compens encumbered to pay for the	ation is available in th	ne following fu					
	Fund: 527	Appn: 4007	RC: T	BD Amo	ount: \$1,0	94,000		
	Fund:				ount: \$	· · · · · · · · · · · · · · · · · · ·		
			Ballou					
	Authorized Signature:	Email: aida.ballou@sanjoseca.g Date: 12/14/2022 GMT						
8.	Deputy Director Planning Development Approval:	Email: Jelyaz.aii@sanjose	ca.yov					
9.	Consultant Approval:		w Corne	ell				
10.	Approval as to Form (City	Approval as to Form (City Attorney):						
	Service Order Form Approved by the Office of the City Attorney (Maximum Service Order Compensation is \$100,000 or less, and the provisions of the service order form are not altered.)							
	Approved as to Form:	Jon Calegari, S	enior Deputy	City Attorney				

Form Name: Master Consultant Agreement (Capital Projects)

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City Attorney Approval Date: September 2016

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11. Director of Aviation Approval:



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 project manager.

General Description of Project for which Consultant will Provide Services:

For this project, consultant will provide on-call aviation planning services in compliance with the requirements of Section 163 of the Federal Aviation Administration (FAA) Reauthorization Act of 2018 for the Coleman Commercial Development Project. Consultant will develop a package of San Jose International Airport (SJC) property information for submittal to the FAA, including a written report, spreadsheet, exhibits, and back-up documentation, for the seven (7) parcels identified by SJC for this project. Consultant will also prepare an associated Land Release Application.

Task No. 1: Project Management and Meetings

A. **Services**: The Consultant will perform the following services under this task:

This task will involve coordination with SJC staff and consultant team member firms, developing and maintaining a project schedule, status reports, and overall management of the project. Consultant will hold bi-weekly project coordination meetings with the SJC Project Manager and will meet with additional SJC staff and/or the FAA as directed.

B. Deliverables:

- 1. Project Schedule, to be updated as needed for review with the SJC Project Manager
- 2. Monthly Status Reports, to be provided with the monthly invoices
- C. <u>Completion Time</u>: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: December 31, 2023

Task No. 2: Prepare Submittal Package for SJC and FAA Review

A. **Services**: The Consultant will perform the following services under this task:

Task 2.1 - Produce Section 163 Submittal

The submittal package will be developed under the direction of SJC staff, and in coordination with the FAA, and will include the following items: narrative regarding the proposed project, the purpose of the Section 163 evaluation, and a description of the proposed land use modifications for the identified parcels below:

- 230-38-076
- 230-38-092
- 259-02-130

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- 259-02-131
- 259-08-072
- 259-08-101 (westerly portion only)
- 259-08-102

For any information that cannot be found and/or cannot be verified through back-up documentation, Consultant will log all research efforts for inclusion in the project file.

Task 2.2 - Hold pre-meeting with SJC Staff prior to meeting with FAA

Consultant will hold a pre-meeting with SJC staff in preparation of meeting with and sharing the final submittal package with the FAA. Following the pre-meeting, consultant will make revisions, as directed by SJC, in preparation for meeting with the FAA.

Task 2.3 - Final Submission

As a result of the meeting with the FAA, consultant will debrief with SJC staff, will address any FAA comments, and will submit the Section 163 package to the FAA on SJC's behalf.

B. Deliverables:

- 1. Written Section 163 Report
- 2. Spreadsheet of properties associated with the identified parcels in excel and PDF formats
- 3. Associated exhibit of all identified parcels in PDF format
- 4. Back-up documentation in PDF format
- C. <u>Completion Time</u>: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: December 31, 2023

Task No. 3: Exhibit "A" Property & Avigation Easement Map Updates

A. **Services:** The Consultant will perform the following services under this task:

Consultant previously prepared the Exhibit "A" Property & Avigation Easement maps for SJC in 2014 and has the required data necessary to update the airport parcel information based on the decisions made regarding property/land use modifications to the parcels listed above.

The most current Airport Layout Plan (ALP) AutoCAD base map (November 2021) prepared by HNTB as part of the Runway Incursion Mitigation study will be extracted and used in the Exhibit "A" Property & Aviation Easement map updates.

Task 3.1 - Produce updated Exhibit "A" Property & Avigation Easement Map

The Exhibit "A" Property & Avigation Easement maps will be prepared in a GIS format and exhibits as well as a spreadsheet database containing all relevant airport owned parcels and any parcels with associated aviation easements will be prepared. Both draft and final versions of the maps will be prepared for SJC, and FAA review as required.

B. **Deliverable**:

- Updated Exhibit "A" Property & Avigation Easement Map (Excel, pdf, and GIS format)
- C. <u>Completion Time</u>: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

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On or before the following date: December 31, 2023

Task No. 4: Optional Land Release Application

A. **Services**: The Consultant will perform the following services under this task:

Task 4.1 - Prepare Land Release Application

As part of this project, consultant will also conduct the research and gather the necessary information to prepare an associated Land Release Application, which SJC can either submit to the FAA as part of this Section 163 evaluation or could hold for future submittal to the FAA.

B. **Deliverable**:

- Final Land Release Application for parcels detailed in Task 2
- C. <u>Completion Time</u>: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

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On or before the following date: December 31, 2023

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Attachment B: Terms and Conditions

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

Name: Ryan Sheelen	Phone No.: 408-392-1193
Department: Planning & Development	E-mail: Rsheelen@sjc.org
Address: 1701 Airport Blvd. B-1130, San Jose, CA 95110	

2. Consultant's Project Manager and Other Staffing: Identified below are the following: (a) the Consultant's project 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 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 Proje	Yes	No	
Name: Tom Cornell Principal	Phone No.: 415-307-2202		Х
Address: 44 Montgomery Street, Suite 1420, San Francisco, CA 94104	E-mail: tcornell@landrum- brown.com		
Other Stat	fing		
<u>Name</u> :	Assignment:		
James Terry	Project Manager		Х
Sara Christen	Project Support		Х
Rob Adams	Project Advisor		Х
Sara Potter	Project Advisor		Х
Cheng Ding	Project Support		Х
Erik Schwenke	Project Support		Х
Krystyna Gallagher	Project Administration		Х

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Form Name: Master Consultant Agreement (Capital Projects)

Service Order - Attachment B: Terms and Conditions

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CPMS Contract No N/A; Airport 23-001; GILES OC-002691 Service Order No. Service Order #1 Consultant: Landrum and Brown, Inc.

3.

1. John Hesler, David J. Powers & Associates 2. 3. Reimbursable Expenses: If the Compensation Table set forth in Attachment C of this Appropriate Order states that the City will reimburse the Consultant for expenses, then only the expension of the Master Agreement are Reimbursable Expenses unless to 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, to following expenses are Reimbursable Expenses: Additional Reimbursable Expense(s) Mark-up		Subconsultant's Name	Area of Wo	<u>rk</u>
3. Reimbursable Expenses: If the Compensation Table set forth in Attachment C of this Appropriate Order states that the City will reimburse the Consultant for expenses, then only the expensive in Subsection 10.5.3 of the Master Agreement are Reimbursable Expenses unless to 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, to following expenses are Reimbursable Expenses: Additional Reimbursable Expense(s) Mark-up		1. John Hesler, David J. Powers & Associates		ocal
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Subconsultants: Whichever of the following is marked applies to this Approved Service Order:

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.

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CPMS Contract No N/A; Airport 23-001; GILES OC-002691 Service Order No. Service Order #1 Consultant: Landrum and Brown, Inc.

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	from		Invoice Period			Compensation		
Task 1		☐ Fixed Fee		☐ Completion of Task(s)	☐ Completion of Work	\$ 10,350		
Task 2		☐ Fixed Fee		☐ Completion of Task(s)	☐ Completion of Work	\$ 20,270		
Task 3		☐ Fixed Fee		☐ Completion of Task(s)	☐ Completion of Work	\$ 22,000		
Task 4		☐ Fixed Fee		☐ Completion of Task(s)	☐ Completion of Work	\$ 8,480		
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 the maximum amount of: 					the maximum amount of:	\$		
Part 3 – Subconsultant Costs								
 Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs. Subconsultant costs are separately compensable in the maximum amount of: 								
Part 4 – Compensation for Preparation of Approved Service Order								
The lump-sum compensation the City will pay the Consultant for preparing the Approved Service Order is:								
Maximum Service Order Compensation (sum of Parts 1 through 4):								

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Service Order - Attachment C: Compensation Table

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