

**11. Director of Aviation
Approval:**



Email: john.atkinson@sanjoseca.gov
John A. E. Atkinson, 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 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. **Completion Time:** 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

- 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. Completion Time: 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. Completion Time: 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. 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. **Completion Time**: 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

Attachment B: Terms and Conditions

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

		<u>Required to File Form 700?</u>	
<u>Consultant's Project Manager</u>		Yes	No
Name: Tom Cornell Principal	Phone No.: 415-307-2202		X
Address: 44 Montgomery Street, Suite 1420, San Francisco, CA 94104	E-mail: tcornell@landrum- brown.com		
<u>Other Staffing</u>			
<u>Name:</u>	<u>Assignment:</u>		
James Terry	Project Manager		X
Sara Christen	Project Support		X
Rob Adams	Project Advisor		X
Sara Potter	Project Advisor		X
Cheng Ding	Project Support		X
Erik Schwenke	Project Support		X
Krystyna Gallagher	Project Administration		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>
1. John Hesler, David J. Powers & Associates	Project Support & Local Liaison
2.	
3.	

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
Task 1	<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	\$ 10,350
Task 2	<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	\$ 20,270
Task 3	<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	\$ 22,000
Task 4	<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	\$ 8,480
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 <i>not</i> 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:			\$
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):						\$61,100