

**Master City of San José Consultant Agreement**  
**Approved Service Order**  
(Capital Projects)

**Cover Page**

**1a.** CPMS Contract No.: N/A, Airport 24-001                      **1b.** AC Contract No.: N/A; Giles OC-003701-000

**2.** Approved Service Order No.1

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

**4.** Project Name: General Plan Amendment and Rezoning of Airport Parcels ("Project")

**5.** Project Location: Norman Y. Mineta San Jose International Airport ("Airport" and "SJC")

**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 <b>unencumbered</b> amount in Master Agreement:	\$	28,000,000.00
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	56,280.03
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	27,943,719.97

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

Fund: 527	Appn: 4007	RC: 216263	Amount: \$56,280.03
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

**Division Analyst Approval:**

*Aida Ballou*

Email: aida.ballou@sanjoseca.gov  
Date: 07/13/2023 GMT

**8. Acting Deputy Director of Planning and Development Approval:**

*Patrick Hansen*

Email: patrick.hansen@sanjoseca.gov  
Date: 07/13/2023 GMT

**9. Consultant Approval:**

*Pearse Melvin*

Email: pearse.melvin@kimley-horn.com  
Date: 07/13/2023 GMT

M. PEARSE MELVIN, P.E.

**10. 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:

**11. Aviation Director Approval:**



Email: john.aitken@sanjoseca.gov  
Date: 07/13/2023 GMT

JOHN AITKEN, 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.

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**General Description of Project for which Consultant will Provide Services:** Consultant will assist the City to develop the required development standards and plans required to complete a general plan amendment and rezoning for seven (7) airport owned parcels. Parcels 1-5 are along Coleman Avenue bounded by West Hedding Street and West Taylor Street, Parcels 6 and 7 are on West Hedding between Spring Street and Ruff Drive. The maximum compensation for this project is \$56,280.03 with a completion timeline of June 30<sup>th</sup>, 2024.

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### Task No. 1: Project Management and Administration

**A. Services:**

**Task 1.1 – Project Management and Administration**

This task provides for the project management, financial administration, and coordination for the services in this assignment. Consultants shall provide project management for each task described in this scope of services for the project duration. Project Management services are comprised of exercising prudent control of the scope, schedule and quality of services and deliverables to be provided. This task also includes management and scheduling of labor and management of Subconsultant contracts.

**Task 1.2 – Meetings**

This task provides for regular meetings with City of San José and SJC staff for coordination and review of the scope of work. Meetings will be attended as requested or approved by SJC staff. This task assumes monthly meetings for the next 1.5 years.

- B. Deliverable:** Monthly reporting and invoicing by the 10<sup>th</sup> Business Day of each month for work completed during the previous month.

- 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: \_\_\_\_\_.

☒ On or before 180 Calendar Days after Task 2 is completed, but in no later than the Agreement's Expiration Date

### Task No. 2: General Development Plan and Standards

**A. Services:** This task provides for preparation of one plan sheet to document the lands to be incorporated into the Planned Development (PD) for the rezoning requirements. This plan will also include references to standards and other requirements as practicable. This task also includes preparation of Development Standards for the PD in word document format, which will be converted to PDF and provided on a second sheet for inclusion with other plan sheet to provide all content in one plan set. The estimate provided assumes time allocated for one draft circulated internally with SJC prior to submittal to City of San Jose Planning Building Code Enforcement, and addressing one round of comments from the City.

**B. Deliverable:**

- Two plan sheets for Planned Development plan set with associated CAD files for SJC use, and Development Standards in word and PDF format for City comment (draft).
- Two plan sheets for Planned Development plan set with associated CAD files for SJC use, and Development Standards in word and PDF format (final).

**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: 12/31/2024
- ☐ On or before \_\_\_\_\_ Business Days from \_\_\_\_\_

## Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Ryan Sheelen	Phone No.: 408-392.1193
Department: Planning & Development	Email: rsheelen@sjc.org
Address: 1701 Airport Blvd Ste. B-1130, San Jose, CA 95110	

2. **Consultant's Contract Manager and Other Staffing:** 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."***

			<u>Required to File Form 700?</u>		
<u>Consultant's Contract Manager</u>			Yes  Already Filed (Date Filed)	Yes  Need to File	No
Name: Robert Hamilton	Phone No.: 732-259-1345				<u>X</u>
Address: 100 S Almaden Blvd, Suite 1250, San Jose, CA 95113	Email: bob.hamilton@kimley-horn.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1. Ryan Bernal	Project Manager				
2. Tatiana Braun	Engineer				
3. Anthony Morgan	Project Accountant				
4. Tish Peterson	Project Administration				
5. Jennifer Steen	Planner				

6. Matt Mendoza	Analyst				<b>X</b>
7. Jhonatan Romero	Analyst				<b>X</b>
8. Armando Hernandez	Project Accountant				<b>X</b>
9. Karina Huete	Analyst				<b>X</b>
10. Samantha Nguyen	Engineer				<b>X</b>
11. Mandy Costello	Project Administrator				<b>X</b>

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:

<b><u>Subconsultant's Name</u></b>	<b><u>Area of Work</u></b>
1.	

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:

<b><u>Additional Reimbursable Expense(s)</u></b>	<b><u>Mark-up</u></b>
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 1.0	<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	\$36,892.42
Task 2.0	<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	\$19,387.61
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 <b>not</b> 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:	\$
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):			\$56,280.03