

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

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 30076
- 2.** Approved Service Order No. 5
- 3.** Consultant’s Name: Cascadia Consulting Group, Inc. (“Consultant”)
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- 4.** Project Name: City of San Jose Zero Waste Element Update (“Project”)
- 5.** Project Location: City of San Jose – 200 East Santa Clara St, San Jose, CA
- 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.
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- 7. Budget/Fiscal:**
- | | | |
|---|----|---------|
| a. Current unencumbered amount in Master Agreement: | \$ | 110,389 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 29,030 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 81,359 |

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: 423 Appn: 0762 RC: 534000 Amount: \$29,030

Authorized Signer:

Monica Abundis

Email: monica.abundis@sanjoseca.gov
Date: 03/16/2023 GMT

8. Division Analyst Approval:

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 03/16/2023 GMT

9. Consultant Approval:

Julie Stein

Email: julie@cascadiaconsulting.com
Date: 03/16/2023 GMT

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:

(Sr.) Deputy City Attorney

11. City Director Approval:

A light blue rectangular box containing a handwritten signature in black ink that reads "Alana Lowrie".

Email: alana.lowrie@sanjoseca.gov
Date: 03/16/2023 GMT

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.

General Description of Project for which Consultant will Provide Services: Consultant will reformat, update, and produce the Zero Waste Element of the Climate Smart Action Plan.

Task No. 1: File Conversion for Draft Zero Waste Element and Appendices.

- A. Services:** Consultant take the drafted Zero Waste Element and all appendices and convert them into a Word Document. The City will send the Consultant the drafted Zero Waste Element and all appendices.
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: The drafted Zero Waste Element and all appendices in an accessible Word Document.
- 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: March 20, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Update the Draft Zero Waste Element Layout/Structure

- A. Services:** In collaboration with City Staff, Consultant will further develop the drafted Zero Waste Element, including reorganizing content and develop proposed new sections. At a minimum, consultant will:
- Import content from the Appendix that is desired in the main body of the Element;
 - Add new placeholder sections for content that needs to be developed by City staff;
 - Develop layouts for key sections of content that allow readers to easily find the information they need;
 - Ensure that each section highlight key details (developed by City staff) in places of prominence, using clear headings, intro text, call-out boxes, and other visual cues, and;
 - Identify additional opportunities for graphics or other visuals that support comprehension of complex content.
- Before beginning this task, Consultant will meet with City staff to confirm what content to draw in from the Appendix, which new sections are needed, discuss potential changes to the outline, and generally agree upon the scope and scale of changes desired.
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Updated draft of the Zero Waste Element in an editable Microsoft Word document.
- 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: March 24, 2023.
- On or before ____ Business Days from _____.

Task No. 3: Review of the Revised Zero Waste Element and Proposed Next Steps.

- A. Services:** Consultant will conduct a close review of the revised Zero Waste Element to identify and recommend opportunities to improve readability for general audiences, maximize usability for planners and policymakers, and incorporate more discussion of key focus areas. These key focus areas may include contamination prevention, waste reduction, and behavior change. Consultant may use staff who were involved in developing Seattle's 2022 Solid Waste Management Plan.

Consultant will schedule meetings to not exceed 2 hours to clarify recommendations, expand ideas, and propose next steps.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: A version of the drafted Zero Waste Element that is notated with recommendations and suggestions from the reviewers.

- 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: March 31, 2023.

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: Andrew Becerra	Phone No.: 408-975-2536
Department: Environmental Services Department	E-mail: andrew.becerra@sanjoseca.gov
Address: 200 E. Santa Clara St., 10 th Floor Tower, San Jose, CA 95113	

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: Julie Stein	Phone No.: 510-838-7032			X
Address: 344 20 th Street, Oakland, CA 94612	E-mail: julie@cascadiaconsulting.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Doug Strelbow	Project Manager	doug@cascadiaconsulting.com		X
2. Marie Novak	Senior Advisor	marie@cascadiaconsulting.com		X
3. Maddie Siebert	Senior Analyst	maddie@cascadiaconsulting.com		X

4. Keiko Betcher	Reporting Lead	keiko@cascadiaconsulting.com			X
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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.	
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
1	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input checked="" type="checkbox"/> Completion of Work	\$6,970
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input checked="" type="checkbox"/> Completion of Work	\$11,000
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input checked="" type="checkbox"/> Completion of Work	\$11,060
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
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 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:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$29,030