

**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.: 30666 (GILES 665070)
- 2.** Approved Service Order No. 5
- 3.** Consultant's Name: HF&H Consultants, LLC ("Consultant")
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- 4.** Project Name: SB 1383 Product Procurement Requirements ("Project")
- 5.** Project Location: San José City Hall, 200 E Santa Clara St, San Jose, CA 95113
- 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 <b>unencumbered</b> amount in Master Agreement:                    | \$ | 139,499 |
| b. <b>Maximum Service Order Compensation for this Approved Service Order:</b> | \$ | 58,200  |
| c. New unencumbered balance in Master Agreement (7.a – 7.b):                  | \$ | 81,299  |

- 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: 595222                      Amount: \$58,200

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
\_\_\_\_\_  
Email: aksa.joy@sanjoseca.gov  
Date: 09/01/2022 GMT

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- 8. Division Analyst Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
\_\_\_\_\_  
Email: sanjay.krishnaswamy@sanjoseca.gov  
Date: 09/01/2022 GMT

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- 9. Consultant Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

  
\_\_\_\_\_  
Email: rchilton@hfh-consultants.com  
Date: 08/30/2022 GMT

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- 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

Date: \_\_\_\_\_

**11. City Director Approval:**

Date: \_\_\_\_\_

*Napp Fukuda*

Email: napp.fukuda@sanjoseca.gov  
Date: 09/01/2022 GMT

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## 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:** Work with the City of San José (City) staff to assess the current procurements of natural gas, compost, and mulch, and identify opportunities for increased procurement of those items. A SB 1383 procurement compliance tracking and reporting template will be developed, and trainings will be conducted with City staff on areas for increased procurement of products derived from organic waste materials.

Consultant will monitor the work of the Subconsultant, and its progress towards successful completion of the tasks within the schedule and budget, as described in the tasks below. Subconsultant will coordinate and review work with City as described in the tasks below. If Subconsultant is unavailable for any reason to conduct the work of the Subconsultant as described below, City and Consultant shall confer on the best means for ensuring completion of the work.

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### Task No. 1: Assess Current Conditions for Renewable Natural Gas Procurement

- A. Services:** Consultant and R3 Consulting Group, Inc. (Subconsultant) will meet with GreenWaste to determine the quantity of renewable gas generated by GreenWaste's Zero Waste Energy Anaerobic Digestion (ZWED) Facility that may be eligible for crediting to the City, based on readily available information. Subconsultant will review the City-ZWED agreement and leasing arrangement to confirm that the renewable natural gas is eligible for credit towards the City's SB 1383 organic waste procurement target and that the necessary contract mechanisms are in place.
- B. Deliverable:** The Subconsultant will provide calculations of what portion of the City's target is met by renewable natural gas in a meeting and emails.
- 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: October 15, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Assess Current Conditions for Compost and Mulch Procurement

**A. Services:** The City will provide Subconsultant with an introductory email with names of relevant City staff that have agreed to participate in the process. Subconsultant will then work with one (1) representative from each of the seven (7) City departments to identify which City services are composting and/or utilizing mulch, what current specifications are utilized, and review any relevant contracts with third parties, such as contracts for landscaping and construction. Subconsultant anticipates coordinating with the following departments: Airports; Environmental Services; Finance; Parks, Recreation, and Neighborhood Services; Planning, Building, and Code Enforcement; Public Works, and Transportation.

Subconsultant will determine which compost and mulch products used are SB 1383 compliant and estimate current quantities of compliant and non-compliant products being used based on readily available information. Subconsultant assumes participation in up to seven (7) meetings, as well as review of up to eight (8) contracts and specification documents. Subconsultant also assumes that staff from the Environmental Services Department (Regional Wastewater Facility, San Jose Municipal Water System, Sustainability and Compliance) will participate together in these meetings. Upon Subconsultant's request,

the City will initiate/attend meetings with or otherwise communicate with departments if staff are non-responsive to Subconsultant's requests for information.

Subconsultant will prioritize identification of follow-up efforts for departments and types of uses that Subconsultant expects utilize the largest quantities of compost and/or mulch. Subconsultant will promptly inform the City's project manager should they find that any department is, for any reason, unable to provide the requested information in a timely manner.

**B. Deliverable:** The Subconsultant will provide calculations of what portion of the City's target is met with compost and mulch in a meeting and emails.

**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: October 15, 2022.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 3: Assess Opportunities for Increased Renewable Natural Gas Procurement

**A. Services:** Subconsultant will assess the feasibility of using SB 1383 compliant renewable natural gas in the City's vehicle fleet. In assessing opportunities for increased procurement, Subconsultant will estimate the impact to the City budget of pursuing various procurement options. Subconsultant assumes review of up to three (3) contracts and one meeting with appropriate, City-identified fleet management staff.

**B. Deliverable:** The Subconsultant will provide assessment of opportunities for increased procurement in a meeting and emails.

**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: December 15, 2022.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 4: Assess Opportunities for Increased Compost Procurement

**A. Services:** Subconsultant will recommend updated specifications and contract language for the current use of compost, which is not SB 1383 compliant. Subconsultant will also provide high-level suggestions for additional avenues for the City to use compost that are beyond the scope of current City practices. Subconsultant assumes up to two (2) meetings with the City. In assessing opportunities for increased procurement, Subconsultant will estimate the impact to the City budget of pursuing select procurement options.

**B. Deliverable:** The Subconsultant will provide assessment of opportunities for increased procurement in a meeting and emails.

**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: December 15, 2022.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 5: Assess Opportunities for Increased Mulch Procurement**

- A. **Services:** Subconsultant will build on opportunities evaluated for compost procurement to recommend updated specifications, contract language, and new avenues for procurement specific to mulch. Subconsultant assumes up to two (2) meetings with the City. In assessing opportunities for increased procurement, Subconsultant will estimate the impact to the City budget of pursuing select procurement options.
- B. **Deliverable:** The Subconsultant will provide assessment of opportunities for increased procurement in a meeting and emails.
- 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: December 15, 2022.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 6: Develop a Draft SB 1383 Procurement Compliance Tracking and Reporting Template**

- A. **Services:** Subconsultant will summarize opportunities assessed, recommend the most effective opportunities, and develop an Excel template for tracking and reporting compliance. The template will include column headings developed by Subconsultant, and the findings from Tasks 1 and 2. Subconsultant will pre-populate the template with the available information for current quantities of natural gas, compost, and mulch procured by the City. Subconsultant assumes one (1) meeting with the City to discuss the outline of the tracking and reporting template.
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: Draft SB 1383 Procurement Compliance Tracking and Reporting Template.
- 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: January 15, 2023.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 7: Finalize SB 1383 Procurement Compliance Tracking and Reporting Template**

- A. **Services:** Subconsultant will incorporate feedback from City staff on the draft compliance tracking and reporting template and finalize. Subconsultant assumes one (1) meeting with the City to discuss feedback on the template.
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: Final SB 1383 Procurement Compliance Tracking and Reporting Excel Tool.
- 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: February 15, 2023.
  - On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 8: Provide Training Session to City Staff**

- A. Services:** At the City's discretion, Subconsultant may provide one (1) training session to City staff, to be recorded, on opportunities to increase procurement of products derived from organic waste materials, and the draft compliance tracking and reporting template. Attendees for the training session will be as directed by the City.
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Detailed training session to City staff on product procurement opportunities, and compliance tracking and reporting tool.
- 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 15, 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: Omar Numair	Phone No.: 408-975-2511
Department: Environmental Services	Email: omar.numair@sanjoseca.gov
Address: 200 E. Santa Clara St., 10 <sup>th</sup> Floor, 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>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<b><u>Consultant's Contract Manager</u></b>				
Name: Peter Deibler, Senior Manager	Phone No.: 925-977-6968			<u>X</u>
Address: 590 Ygnacio Valley Road, Suite 105, Walnut Creek, CA 94596	Email: pdeibler@hfh-consultants.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Rob Hilton, President	Principal-In-Charge/Project Advisor	<a href="mailto:rchilton@hfh-consultants.com">rchilton@hfh-consultants.com</a>		<u>X</u>
2.				
3.				

**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. Garth Schultz, President/Project Lead, R3 Consulting Group, Inc.	Completion of Tasks 1-8
2. Alexander Soulard, Senior Consultant, R3 Consulting Group, Inc.	Completion of Tasks 1-8
3. Rose Radford, Senior Managing Consultant, R3 Consulting Group, Inc.	Completion of Tasks 1-8

**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 checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$8,940
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	\$11,365
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	\$5,539
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	\$5,539
5	<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	\$5,539
6	<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	\$9,915
7	<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	\$4,563
8	<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	\$6,800
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):		\$58,200