

**Master City of San José Consultant Agreement**  
(Capital Projects)  
**Amendment to Approved Service Order - Cover Page**

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- 1a. Intentionally Omitted 1b. Master Agreement AC No.: 30746
2.  First  Second  Third  Fourth Amendment to Approved Service Order No. 6
3. Consultant's Name: Environmental Science Associates ("Consultant")
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Project Name: Environmental Services for Outfall Channel and Instrumentation Improvements  
("Project")

Amendment Description: This first amendment to Service Order No. 6 adds scope and increases compensation for Task No. 2 (California Environmental Quality Act (CEQA) Documentation), Task No. 3 (Permitting), and Task No. 6 (Optional Task – Compensatory Mitigation Support and Compensatory Mitigation Plan); and deletes Task No. 4 (Optional Task – Print Check Initial Study).

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**4. The above-referenced Approved Service Order is amended as follows:**

- a.  **Budget/Fiscal:** The  original Budget/Fiscal information in Section 7 of the Approved Service Order  First Revised Budget/Fiscal Attachment  Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached  First  Second  Third Revised Budget/Fiscal Attachment.
- b.  **Tasks - Attachment A:** The  original  First Revised  Second Revised Attachment A is amended to read as set forth in the attached  First  Second  Third Revised Attachment A.
- c.  **Terms and Conditions – Attachment B:** The  original  First Revised  Second Revised Attachment B is amended to read as set forth in the attached  First  Second  Third Revised Attachment B.
- d.  **Compensation Table - Attachment C:** The  original  First Revised  Second Revised Attachment C is amended to read as set forth in the attached  First  Second  Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

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6. **Consultant Approval:** Janna Scott Date: 9/16/2021

7. **Approval as to Form (City Attorney):**

**Form Approved by the Office of the City Attorney**

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

**Approved as to Form:** Jennifer Pousho Date: 9/16/2021  
(Sr.) Dept. City Attorney: \_\_\_\_\_

8. **City Director Approval:** Napp Fukuda Date: 9/17/21

**First**    **Second**    **Third**   **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the  First  Second  Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement having the above-referenced Contract No.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Increased from \$ 88,320 to \$ 115,935

3. Section 7 of the Approved Service Order cover page is appended to read as follows:

a.	Current <b>unencumbered</b> amount in Master Agreement:	\$	471,331.60
b.	Service Order Compensation for this Approved Service Order Amendment:	\$	27,615.00
c.	New unencumbered balance in Master Agreement:	\$	443,716.60
d.	<p><b>Appropriation Certification:</b> I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following funds(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.</p> <p>Fund: <u>512</u>      Appn: <u>7678</u>      RC: <u>181251</u>      Amount: \$ <u>27,615.00</u></p> <p>Division Analyst Signature: <u>Mary Crippen</u>      Date: <u>09-16-21</u></p> <p>Authorized Signature: <u>Harpal Singh</u>      Date: <u>9/6/21</u></p>		

**First**    **Second**    **Third**   **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the  First  Second  Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement having the above-referenced Contract No.

The original Attachment A, including any exhibits thereto, is deleted in its entirety and replaced by the following:

**General Description of Project for which Consultant will Provide Services:**

The Outfall Channel and Instrumentation Improvements Project ("Project") includes the replacement or rehabilitation of the existing outfall weir, monitoring instrumentation and equipment, and the electrical transformer located adjacent to the sulfur dioxide building (SO2 Building). The Project will also improve staff access and provide increased flood protection for the SO2 Building and transformer pad by raising the elevation of the ground adjacent to them. The Project will provide improved communications between the SO2 Building and the disinfection building, new meters in a vault at the daylight station, and operational flexibility for these remote facilities. The purpose of this service order is for the Consultant to provide the Project's CEQA documentation and permits. The Project's California Environmental Quality Act (CEQA) document will also cover the replacement of the outfall footbridge abutments and the footbridge.

**Task No. 1 Project Management and Coordination:**

**A. Services:** As part of this task, Consultant shall track deliverable schedules and budget; coordinate with City, and prepare monthly invoices and progress reports. Consultant's Project Manager ("PM") shall oversee day-to-day coordination among Consultant staff with respect to schedule and deliverable management. Consultant's PM shall assemble teams of technical staff as needed to address specific City requests and needs as described in this Service Order, and shall conduct routine coordination with Consultant staff to ensure efficient work progress. All coordination between Consultant and City shall be via the designated City and Consultant PMs or their designees.

The deliverables submitted by Consultant shall conform to the City's templates and guidelines. The City shall provide these templates and guidelines at the issuance of the Notice to Proceed ("NTP"). The templates and guidelines currently available include, but are not limited to the following:

- Meeting Agenda
- Meeting Minutes
- Technical Memorandum
- Technical Report

Consultant shall manage and coordinate the Project work including:

1. Daily Oversight: Consultant shall oversee daily management of scope, deliverables, schedule, and budget;
2. Coordination: Consultant shall coordinate work with internal Consultant staff, City staff, and other City consultants as appropriate and necessary, including occasional as-needed coordination with the City's Contract Manager via phone, email, or videoconference to discuss tasks and

deliverables in progress up to the budget limit set aside for this effort;

3. **Schedule:** Consultant shall prepare and submit a schedule detailing when each task and deliverable is to be completed. Consultant shall update the schedule on a monthly basis and submit the updated schedule along with Monthly Progress Report, if an invoice is submitted for the month.
4. **Monthly Progress Report:** Consultant shall prepare and submit a monthly progress report by the tenth of each month. The monthly progress report shall be a written summary of progress made on each task, estimate the overall task's percent completion, include the status of each deliverable and an estimate of the total labor hours and costs incurred during the reporting month. The monthly progress report shall also include any significant issues encountered, risks, and/or concerns Consultant has (e.g., anticipates difficulty meeting deadline for work due within the next thirty (30) days for some reason beyond their control).
5. **Monthly Invoice:** Consultant shall prepare and submit invoices by the tenth of the month, as applicable. The invoices shall be accompanied by the updated schedule and progress report described above for that billing period.
6. **Meetings:** Consultant PM shall attend up to two (2) bi-weekly meetings with the City and Consultant.
7. **Teleconference:** Consultant shall participate in monthly status teleconferences, as needed, with the City's Contract Manager to discuss overall work progress, status of near-term efforts and requirements, and any other issues, up to the budget limit set aside for this effort. Topics discussed at the monthly teleconferences shall be determined in collaboration with the City.

**B. Deliverable:** Consultant shall provide the following documents to the City Contract Manager.

1. Teleconference calls to discuss Project status shall occur monthly, up to the budget limit set aside for this effort.
2. Project Schedule shall be provided in electronic PDF file format within five (5) Business Days after issuance of NTP. Updated schedules shall be provided as a PDF file and submitted along with the progress reports and invoices.
3. Progress reports with invoices shall be provided in electronic PDF file format.

**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 31, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 2: California Environmental Quality Act ("CEQA") Documentation:**

- A. Services:** Consultant shall provide necessary services to complete environmental documentation required to approve the construction of the Project. Consultant shall coordinate the development, review, and approval with City utilizing information provided by both Consultant and City team members as appropriate, including existing data and related studies. Environmental documentation shall meet CEQA and City requirements.

For tasks related to CEQA, Consultant shall work in accordance with the Department of Planning, Building and Code Enforcement ("PBCE")/City practice. Consultant may communicate with the Environmental Services Department ("ESD") as necessary for purposes of contract management,

preparation of the Project description and feasibility of mitigation measures. Consultant shall follow the “Environmental Process Improvements and New Procedures” memorandum from the Director of PBCE, dated January 17, 2020 when engaging with ESD regarding material changes to the CEQA analysis and/or conclusions.

Under this task, Consultant shall provide the following services:

Task 2.1 – Updated/3rd Screencheck Initial Study: Consultant shall update the 2nd Screencheck Initial Study (“IS”) (prepared for the Project in accordance with the CEQA Guidelines, including Section 15963, and City environmental standards and requirements). The 2<sup>nd</sup> Screencheck IS is dated February 2020. Based on the analysis in the IS, the City will determine if a Mitigated Negative Declaration (“MND”) will be the appropriate CEQA clearance. If that is the case, Consultant shall also prepare the MND document if directed to do so by the City. If the IS indicates that a more extensive CEQA document is necessary then Consultant may need to prepare a more extensive CEQA document (e.g., an Environmental Impact Report).

Updates shall also include the following:

- Environmental Setting, Impacts, and Mitigation. Consultant shall revise the mitigation measures pursuant to direction from PBCE and ESD.
- Wetland Jurisdictional Delineation: Consultant shall update the jurisdictional wetland delineation (dated December 2019) that was prepared based on a field survey conducted on August 14, 2019 in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region. The delineation report shall be updated with current requirements under the Navigable Waters Protection Rule. An updated draft and final report presenting the preliminary findings shall be submitted to the City for review.

In accordance with the City’s environmental review process, Consultant shall submit the updated Screencheck IS and technical Appendices directly to City for review. City shall consolidate comments from City staff and provide a single consolidated set of comments to Consultant. The City shall address conflicting comments from multiple reviewers and/or provide guidance to Consultant on how to address them.

Task 2.2 – Public Draft IS: Upon final approval of the 3rd Screencheck document, Consultant shall provide an electronic copy and three (3) bound hard copies with appendices on CDs of the Public Draft IS document to City for posting. This task assumes that the City shall prepare all required CEQA noticing, and complete all associated mailings and other delivery/circulation of the noticing.

Task 2.3 - Respond to Comments: Following the public review period, Consultant shall assist City in preparing formal written responses to any comments received on the IS/MND up to the budget limit set aside for this effort. Based on the public comments received, Consultant shall conduct follow-up coordination and correspondence with PBCE and ESD in the form of one virtual meeting and emails, to provide input/information for the responses. Consultant shall submit the draft responses to any comments directly to PBCE for review. Consultant shall prepare a revised draft response to comments document based on PBCE review and incorporation of the additional Project lighting detail provided by ESD. Upon approval of the revised response to comments document, Consultant shall prepare a final response to comment document.

Task 2.4 - Prepare CEQA Mitigation Monitoring and Reporting Program: Consultant shall prepare an updated Mitigation Monitoring and Reporting Program (“MMRP”) (last version dated February 2020) in accordance with CEQA using the City’s MMRP template. An updated Draft MMRP shall be submitted with the 3rd Screencheck IS for review and comment by the City. After one round of review by PBCE and ESD, a revised MMRP will be submitted with the Final Responses to

Comments.

**B. Deliverables:** Consultant shall provide the following documents to the City's CM:

1. Updated/3rd Screencheck Initial Study: Provide one (1) electronic Word version and one (1) PDF version of the Updated/3rd Screencheck Initial Study, including all appendices, within ten (10) Business Days from NTP. Consultant shall allow City fifteen (15) Business Days to review, compile, and provide comments.
2. Public Draft IS: Three bound hard copies with appendices on CDs for PBCE to distribute. One electronic version of the IS in Word and PDF to PBCE. One (1) hard copy of the final CEQA document (includes any changes made at the certification hearing). All hard and electronic copies shall be provided within five (5) Business Days after receipt of PBCE comments on the 3rd Screencheck IS.
3. Draft, revised and final responses. Draft responses to comments delivered to PBCE within ten (10) Business Days of receipt of all comments from PBCE Department. Consultant shall allow PBCE ten (10) Business Days for review. Revised responses to comments provided to PBCE within five (5) Business Days after receipt of comments on draft responses. Consultant shall allow PBCE ten (10) Business Days for review. Final responses to comments shall be provided to PBCE within five (5) Business Days after receipt of comments on revised responses.
4. All final GIS and PDF files for figures included in the CEQA documents shall be provided as standalone files within ten (10) business days of adoption of the CEQA Document by City Council.
5. One (1) electronic Word version and one (1) PDF version of the Draft and Final MMRP. Draft MMRP provided within fifteen (15) Business Days after receipt of City comments on the Administrative Draft IS/MND. The City shall have a minimum of ten (10) Business Days to review, compile, and provide comments on the Draft MMRP. Final MMRP to be provided within five (5) Business Days of providing the final responses to comments.

**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 31, 2021.
- On or before \_\_\_ Business Days from \_\_\_\_\_.

**Task No. 3: Permitting:**

**A. Services:** Consultant shall confirm applicable regulatory and permitting agency requirements, inform the City of such requirements, revise prior draft January 2020 permit applications based on City review and comments (which will also include any Project design change information) and supplemental documentation (prior draft versions dated January 2020), finalize applications based on City review of updated applications, and participate in an interagency meeting to discuss and review applications. City will take the lead in the permit acquisition process after final applications and supplemental documentation are completed. The City will be the lead negotiator in the permit acquisition process.

Consultant shall update the required application and supplemental documents for state and federal agencies to obtain the necessary approvals and/or construction permits for the Project. Prior permit applications dated January 2020 will be updated to account for project component changes following City updates with Project design change information. For each permit submittal, Consultant shall prepare one (1) updated draft permit application package for City review (electronic copy), and one (1) updated final permit application package for agency submittal (one (1) electronic and hard copy). For the 401 Certification permit submittal, Consultant shall

incorporate comments from the Regional Water Quality Control Board (RWQCB) on the updated draft permit application package in addition to City comments prior to preparing the final permit application package for agency submittal. Consultant shall inform the City of the appropriate permit application fee and the City will pay all required permit application fees. If the Project or findings are different under CEQA than those in the permit activities, the results must be explained for those agencies that require CEQA compliance prior to granting a permit. This task does not include preparation of a Mitigation and Monitoring Plan that may be specific to permitting requirements (i.e., distinct from the CEQA-related MMRP).

Consultant shall provide agency consultation/coordination to receive the permit approvals. After permit applications are submitted and prior to permit issuance, Consultant shall provide technical assistance to City to respond to regulatory agency questions. The permitting consultation and coordination activities will be conducted in parallel/simultaneously with the application process described in this task for permit processing. This task includes the Consultant's attendance at up to twelve (12) virtual meetings, including the pre-application meeting with the San Francisco BayRWQCB, one meeting with the RWQCB and the United States Army Corps of Engineers (USACE), and separate meetings with the Bay Conservation and Development Commission (BCDC) and California Department of Fish and Wildlife (CDFW). Consultant will also attend one Interagency Meeting and follow-up meetings with agencies (i.e., National Oceanic and Atmospheric Administration (NOAA) Fisheries, CDFW, RWQCB, USACE), to address agency comments. Consultant will also participate in preparation and follow-up meetings with ESD. One (1) Consultant staff will be required to attend twelve (12) of these meetings, and another Consultant staff will be required to attend up to six (6) of these virtual meetings. Consultant will assist with preparation of meeting materials. If agency consultation/coordination requires additional effort, the City and Consultant may elect to negotiate a service order amendment. The permit applications, including a "Draft" RWQCB permit application, will be submitted to the agencies no later than October 31, 2021. The "Final" RWQCB application will be submitted by February 28, 2022. State and federal applications shall be submitted after the 50% Project design drawings have been completed. The Consultant's technical staff shall be available after that time to answer questions or provide follow-up support regarding regulatory matters.

Consultant shall prepare the applications and supplemental documentation/analyses for permits and/or consultation required by the following agencies:

1. USACE Clean Water Act 404 Nationwide Permit ("NWP") – Consultant shall prepare an updated pre-construction notification package including but not limited to the application for approval under a USACE NWP and required supplemental analyses and documentation. Consultant shall update the jurisdictional delineation prepared under Task No. 2, to submit with the pre-construction notification package for the NWP. The Project will qualify for coverage under one or more USACE NWP such as NWP 3: Maintenance, NWP 7: Outfall Structures and Associated Intake Structures, NWP 12: Utility Line Activities, or NWP 18: Minor Discharges. If the USACE determines that an Individual Permit is required, the City and Consultant may elect to negotiate a service order amendment that provides for these additional services. City will provide Section 408 Documentation to support the finding that no Section 408 approval is required.
2. RWQCB Clean Water Act 401 401 Water Quality Certification – In 2019, the State Water Resources Control Board adopted a State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Procedures) for inclusion in the forthcoming Water Quality Control Plan for Inland Surface Waters and Enclosed Bays and Estuaries and Ocean Waters of California. The wetland definition and procedures for discharges of dredged or fill material became effective May 28, 2020. The Consultant shall prepare an updated Clean Water Act Section 401 Water Quality Certification Application package including but not limited to the application for Discharges of Dredged or Fill Material to Waters of the State and required supplemental analyses and documentation. The application shall be updated to follow RWQCB guidance that was revised after the January 2020 application was prepared in accordance with the *Implementation Guidance for the State Wetland Definition and*

*Procedures for Discharges of Dredged or fill Material to Waters of the State* (Implementation Guidance; April, 2020).-An Alternative Analysis may be required by the RWQCB. The City may authorize the Consultant to perform Optional Task 4 to prepare an Alternatives Analysis plan consistent with the Procedures.

3. U.S. Fish and Wildlife Service (“USFWS”) Endangered Species Act Section 7 Informal Consultation –Consultant shall prepare an updated biological resources assessment (prior draft version dated January 2020) using the best scientific and commercial data available that complies with the Section 7 regulations (50 C.F.R. § 402.13) to complete informal consultation under ESA Section 7 with USFWS. Consultant shall be responsible for gathering all of the necessary data.

The updated biological resources assessment shall include, but is not limited to:

- i. A description of the action being considered; A description of the specific area that may be affected by the action including maps;
  - ii. Site reconnaissance, habitat mapping, and identification of known or anticipated special-status plant, aquatic (including additional information on longfin smelt observations in the region), and animal species present.
  - iii. A description of any listed species or critical habitat that may be affected by the action including updated USFWS and California Natural Diversity Database (CNDDB) record searches; A description of the manner in which the action may affect any listed species or critical habitat, and an analysis of any cumulative effects;
  - iv. A description of proposed avoidance and minimization measures that would be adopted by the applicant that would avoid or minimize the effects to the species or habitat; and,
  - v. An assessment regarding whether these habitats/species are likely to be adversely affected by the implementation of the Project.
4. NOAA Fisheries ESA Section 7 Informal Consultation and Essential Fish Habitat (“EFH”) Consultation – Consultant shall prepare an updated biological resources/EFH assessment (prior draft version dated January 2020) using the best scientific and commercial data available that complies with the Section 7 regulations (50 C.F.R. § 402.13) to complete informal consultation under ESA Section 7 with NOAA Fisheries and meets the consultation requirements of the Magnuson-Stevens Fishery Conservation and Management Act (50 C.F.R. § 600.905 – 600.930). The updated biological resources/EFH assessment shall include, but is not limited to:
    - i. A description of the action being considered; A description of the specific area that may be affected by the action including topographic maps;
    - ii. A description of any listed species or critical habitat that may be affected by the action; A description of the manner in which the action may affect any listed species or critical habitat, and an analysis of any cumulative effects;
    - iii. A description of proposed avoidance and minimization measures that would be adopted by the applicant that would avoid or minimize the effects to the extent that the species or habitat (including updated measure to deploy the silt curtain); and,
    - iv. An assessment regarding whether these habitats/species are likely to be adversely affected by the implementation of the Project.
  5. California Department of Fish and Wildlife Lake or Streambed Alteration Agreement (LSAA) (CDFG Code 1602-05) – Consultant shall prepare an updated standard notification of streambed alteration agreement application and required supplemental analyses and documentation. The notification will include a revised Project description to clarify the work period for each Project component. City will be responsible for submitting the notification



electronically; this task includes time for Consultant's assistance with this electronic submittal.

6. Bay Conservation and Development Commission (BCDC) Administrative Permit – Consultant shall prepare an updated BCDC permit application and required supplemental analyses and documentation. The level of effort estimate is based on the length of the application and variety of topics that are covered in the application. The application shall be prepared and submitted per Consultant understanding of BCDC jurisdiction at the site. This task assumes that the Project will qualify for an Administrative Permit from BCDC. If a Major Permit is required, the City and Consultant may elect to negotiate an amendment to this Service Order amendment or issue a new Service Order that includes services to support issuance of a Major Permit. The City will provide a sea level rise assessment from the Flood Protection Study as required for the BCDC permit application.
7. State Historic Preservation Office (SHPO) Consultation – Consultant shall prepare an updated Cultural Resources technical memorandum (previous version dated January 21, 2020) summarizing the findings of the cultural resource's evaluation and architectural evaluation per Section 106 of the National Historic Preservation Act performed as part of the CEQA analysis.

Consultant shall prepare the permit applications in signature ready format. Consultant shall provide draft applications and supplemental documentation to the City for review. Consultant shall respond to one round of comments from the City before submitting the permit applications to City for signature. City will be responsible for agreeing to and finalizing the permit conditions. Following permit application submittal, City will coordinate with relevant regulatory agencies with the Consultant in attendance at teleconference meetings and providing follow-up information upon request within the budget provided, to obtain final permitting documents.

**B. Deliverable:** Consultant shall provide the following documents to the City's CM:

1. Draft updated permit applications (which include the USACE Clean Water Act 404 NWP, San Francisco Bay Regional Water Quality Control Board Clean Water Act 401 401 Water Quality Certification, USFWS Endangered Species Act Section 7 biological resources assessment, NOAA Fisheries ESA Section 7 biological resources/EFH assessment, California Department of Fish and Wildlife LSAA, BCDC Administrative Permit, and SHPO Cultural Resources technical memorandum). Provide to City within thirty (30) Business Days after receipt of City comments on the prior draft January 2020 applications. The City shall have a minimum of thirty (30) Business Days to review, compile, and provide comments.
2. Draft and final updated jurisdictional wetland delineation technical memorandum. Draft updated technical memorandum provided to City within thirty (30) Business Days after NTP. The City shall have a minimum of ten (10) Business Days to review, compile, and provide comments on the draft jurisdictional wetland delineation technical memorandum. Consultant shall provide the final updated technical memorandum that incorporates one round of City comments within fifteen (15) business days after receipt of City comments.
3. Draft and final updated biological assessments. Draft updated biological assessments provided to City within thirty (30) Business Days after receipt of comments from the City on the prior draft January 2020 applications. The City shall have a minimum of thirty (30) Business Days to review, compile, and provide comments on the biological assessments. Consultant shall provide the final updated biological assessments that incorporates one round of City comments within fifteen (15) business days after receipt of City comments.
4. Draft and final updated cultural and tribal resources technical memorandum. Draft updated technical memorandum provided to the City within thirty (30) Business Days after receipt of comments from the City on the prior draft January 2020 applications. The City shall have a minimum of thirty (30) Business Days to review, compile, and provide comments on the draft cultural and tribal resources technical memorandum. Consultant shall provide the final updated technical memorandum that incorporates one round of City comments within ten (10) business days after receipt of City comments.

5. Final updated permit applications that incorporate one round of City comments will be provided within fifteen (15) business days after receipt of City comments.
6. All GIS and PDF files for figures included in the permit application packages and technical memorandums.

**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: September 30, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4: Optional Task - Supplemental Documentation for San Francisco Bay RWQCB 401 Water Quality Certification: Alternatives Analysis:**

- A. Services:** Based on the meeting with the USACE and RWQCB held on May 25, 2021, if the City is required to submit an alternatives analysis to the RWQCB, in accordance with the Procedures, upon approval and written notice to proceed by the City, the Consultant shall prepare an alternatives analysis to include with the application. The alternatives analysis shall provide information to the RWQCB to determine that the proposed Project is the Least Environmentally Damaging Practicable Alternative ("LEDPA"). The alternatives analysis shall compare Project alternatives and establish that the proposed Project alternative is the LEDPA in light of all potential direct, secondary (indirect), and cumulative impacts on the physical, chemical, and biological elements of the aquatic ecosystem. The alternatives analysis will be prepared based on a review of alternative Project designs that were considered by the City and Consultant.
- B. Deliverable:** Consultant shall provide one (1) electronic Word version and one (1) PDF version of an Alternatives Analysis Technical Memorandum. Draft to the City within thirty (30) Business Days after meeting with RWQCB. The City shall have a minimum of ten (10) Business Days to review, compile, and provide comments on the draft. Consultant shall provide the final that incorporates one (1) round of City comments within ten (10) business days after receipt of City comments.
- 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 28, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 5: Optional Task - Supplemental Documentation for San Francisco Bay RWQCB 401 Water Quality Certification: Water Quality Monitoring Plan:**

- A. Services:** If required by the permitting authority in accordance with the Procedures, and upon approval and written notice to proceed by the City, the Consultant shall prepare a proposed water quality monitoring plan to address temporary impacts to waters of the U.S. and waters of the State, if the Project includes grout. The water quality monitoring plan shall address how Project activities in-water do not cause or contribute to an exceedance of water quality objectives (turbidity, oil and grease, pH, mercury, dissolved oxygen, etc.) and that exceedance incidents are promptly detected and addressed. The water quality monitoring plan will compile the monitoring requirements that are currently required for the existing Facility water quality permits (Order No. R2-2014-0034 and NPDES Permit [No. CA0037842] issued by the San Francisco Bay RWQCB for stormwater and treated wastewater discharges, the Nutrients Watershed Permit [NPDES No. CA0038873, Order No. R2-2014-0014], and the Mercury and PCBs Watershed Permit [Permit No. CA0038849, Order No. R2-2017-0041]. The monitoring methods will include the same parameters already required for

monitoring in the existing water quality monitoring permits.

**B. Deliverable:** Consultant shall provide one electronic editable Word file and one PDF file of a Water Quality Monitoring Plan to the City's CM. Draft to the City within thirty (30) Business Days after meeting with RWQCB. The City shall have a minimum of ten (10) Business Days to review, compile, and provide comments on the draft. Consultant shall provide the final that incorporates one round of City comments within ten (10) business days after receipt of City comments.

**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 28, 2022.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 6: Optional Task - Supplemental Documentation for San Francisco Bay RWQCB 401 Water Quality Certification: Compensatory Mitigation Support and Compensatory Mitigation Plan:**

**A. Services:** Upon approval and written notice to proceed by the City, the Consultant shall assist the City to identify options for compensatory mitigation. This would include following the RWQCB 401 Water Quality Certification compensatory mitigation guidance. As part of development of the plan, Consultant will coordinate with ESD and regulatory agencies in the form virtual meetings (up to three [3]) and emails regarding the mitigation approaches and locations. For scoping purposes, it is assumed that up to three [3] Consultant staff will be required to attend these virtual meetings.

Once a mitigation site and approach is selected, and upon approval and written notice to proceed by the City, the Consultant shall prepare a compensatory mitigation plan. The compensatory mitigation plan shall outline a conceptual design, implementation, assessment, and maintenance activities for compensatory mitigation.

**B. Deliverable:** Consultant shall provide one electronic editable Word document and one PDF of a compensatory mitigation plan to the City'S CM. Draft to the City within thirty (30) Business Days after the City selects the mitigation site. The City shall have a minimum of ten (10) Business Days to review, compile, and provide comments on the draft. Consultant shall provide the final that incorporates one round of City comments within ten (10) business days after receipt of City comments.

**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 28, 2022.

On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 7 Optional Task - Incidental Take Permit for Longfin Smelt:**

**A. Services:** Incidental Take Permit for Longfin Smelt – If the Project has the potential to result in take of the state listed longfin smelt, and the City elects to apply for an Incidental Take Permit ("ITP") under Section 2081 of the California Endangered Species Act ("CESA"), upon approval and written notice to proceed by the City, Consultant shall prepare the ITP application for submittal to CDFW. The ITP application shall address Project impacts on longfin smelt and any additional state listed species with potential to occur in the Project area. The application shall include a Project

description, discussion of known occurrences of longfin smelt in the Project vicinity, a description of potential impacts to this species, and proposed conservation measures to reduce impacts to this species.

- B. Deliverable:** Consultant shall provide an electronically editable Word document and a PDF document for an incidental take plan to the City's CM. Draft to the City within thirty (30) Business Days after meeting with CDFW. The City shall have a minimum of ten (10) Business Days to review, compile, and provide comments on the draft. Consultant shall provide the final that incorporates one round of City comments within ten (10) business days after receipt of City comments.
- 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 31, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**First**    **Second**    **Third**   **Revised Attachment B: Terms and Conditions**

This Revised Attachment B is attached to the  First  Second  Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

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

Name: Andrew Martin	Phone No.: (408) 535-8107
Department: Environmental Services (ESD)	E-mail: andrew.martin@sanjoseca.gov
Address: 200 E. Santa Clara St., 10th Fl., San Jose, CA 95113-1905	

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."***

		<b>Required to File Form 700?</b>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>Consultant's Contract Manager</u></b>				
Name: Meryka Dirks	Phone No.: 408.660.4003	2/24/21		
Address: 787 The Alameda, Suite 250, San Jose, CA 95126	E-mail: MDirks@esassoc.com			
<b><u>Other Staffing</u></b>				
Name:	Assignment:			
1. Jill Hamilton	Director	4/1/21		
2. Raiyna Villasenor	Deputy Project Manager			X

3. Leane Dunn	Permit/Biology Lead			X
4. Garrett Leidy	Fisheries Lead			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.	
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.**

**First**    **Second**    **Third**   **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the  First    Second    Third amendment to Approved Service Order No. 6 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	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   \$8,840
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   \$14,525
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   \$52,490
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   \$8,500
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   \$5,240
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   \$18,990
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   \$6,880
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input checked="" type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:      \$470	
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) sub-consultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:      \$0	
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			<b>\$115,935</b>

**Signature:**   
Janna Scott (Sep 16, 2021 11:28 PDT)

**Email:** jscott@esassoc.com

**Signature:**   
Harpal Singh (Sep 16, 2021 13:02 PDT)

**Email:** harpal.singh@sanjoseca.gov

**Signature:** 

**Email:** david.ohlson@sanjoseca.gov

**Signature:** 

**Email:** mary.crippen@sanjoseca.gov

**Signature:** 

**Email:** jennifer.pousho@sanjoseca.gov

**Signature:**   
Napp Fukuda (Sep 17, 2021 07:34 PDT)

**Email:** napp.fukuda@sanjoseca.gov



# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to  
Dept. (circle one)

Insurance Certificates / Waivers  Electronically Signed: Yes  
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment

Type of Contract: Consulting Services

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 665417 -014

Contractor: Environmental Science Associates

Address: 787 The Alameda, Suite 250, San Jose, CA 95126

Phone: 408-660-4003

Email: mdirks@esassoc.com

Contract Description: First Amendment to Service Order 6 - Environmental Services for Outfall Channle and Instrumentation Improvements

Term Start Date: 03/03/21 Term End Date: 10/31/22 Extension: Yes

Method of Procurement: Select one RFB, RFP or RFQ No.: \_\_\_\_\_ Date Conducted: \_\_\_\_\_

Agenda Date (if applicable): \_\_\_\_\_ Agenda Item No.: \_\_\_\_\_

Resolution No.: \_\_\_\_\_ Ordinance No.: \_\_\_\_\_

Original Contract Amount: \$88,320.00 Amount of Increase/Decrease: \$27,615.00

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$115,935.00

Fund/Appropriation: \_\_\_\_\_

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 2119102210

Expiration Date: 11/15/2021

Department: ESD (76)

Department Contact: Andrew Martin / 535-8107

Customer (Finance Only): \_\_\_\_\_

Notes:

DCO

Department Director Signature: \_\_\_\_\_ Date

Office of the City Manager Signature: \_\_\_\_\_ Date