

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

Cover Page

1a. CPMS Contract No.: Intentionally Omitted **1b.** AC Contract No.: 30746

2. Approved Service Order No. 7

3. Consultant’s Name: Environmental Science Associates (“Consultant”)

4. Project Name: Facility-Wide Water Systems Improvements Project (“Project”)

5. Project Location: San José-Santa Clara Regional Wastewater Facility (“RWF”)

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 unencumbered amount in Master Agreement:	\$	470,085.35
b. Maximum Service Order Compensation for this Approved Service Order:	\$	74,580.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	395,505.35

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: 512 Appn: 7679 RC: 181241 Amount: \$ 74,580.00

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Fund: _____ Appn: _____ RC: _____ Amount: \$ _____

Authorized Signature: *Harpal Singh*
Harpal Singh (Jan 6, 2022 11:53 PST) Date: Jan 6, 2022

8. Division Analyst Approval: *Mary Crippen* Date: Jan 6, 2022

9. Consultant Approval: *Janna Scott*
Janna Scott (Jan 6, 2022 11:04 PST) Date: Jan 6, 2022

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: _____ Date: _____
 (Sr.) Deputy City Attorney

11. City Director Approval: *Mariana Chavez V* Date: Jan 18, 2022

[Signature] Jan 6, 2022

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:

The Project objective is to upgrade and rationalize the water distribution system in the RWF. The existing water system was constructed over time with various expansions and needs rehabilitation and upgrading due to age and condition. Additionally, water use and demand changes have not been addressed over time. Hydraulic models and assessment of current and future water demands will allow for the proper sizing of the system to improve current and future performance and reduce damage to pumping equipment.

The Project includes upgrading pipelines and valves across all five existing independent water systems: potable water (1W), groundwater (2W), process water (3W), fire protection water (4W), and recycled water (RW). Three new pump stations will be required, the 1W and 4W pump stations will be co-located with an air gap water tank separating the municipal water distribution network from the RWF. The 3W pump station will be in the basement of the existing Filtration Influent Pump Station building. The 2W distribution system will be repurposed to be a low-pressure 3W system. Municipal water connections will be changed. A new 100-psi high-pressure water loop will provide better pressure for washdown activities. For health and safety purposes, the City will convert the 4W supply from RWF final effluent to potable water. Prior to commissioning the 4W system with potable water, the pipe network will be drained and disinfected. The purpose of this service order is for the Consultant to provide the Project's CEQA documentation.

The following table shows the tasks associated with this service order:

Task No. 1	Project Management and Coordination
Task No. 2	CEQA Documentation

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. **Kick-off Meeting:** Consultant shall host a 1-hour virtual Kickoff meeting with the City within ten (10) days of the NTP. Consultant's PM and the appropriate Consultant Project team members shall facilitate the Kickoff meeting. Consultant shall prepare an agenda, PowerPoint presentation, and any other meeting materials in advance of the Kickoff meeting and shall prepare meeting minutes following the meeting.

Topics to be discussed at the Kickoff meeting shall include the following:

- a. Introduction of key Consultant and City Project team members;
 - b. Summary of Project scope, schedule, and deliverables;
 - c. Recap of previously completed analyses, studies, and reports associated with the Project;
 - d. Additional information Consultant has deemed relevant to or necessary for Project and for which City may address by transmitting an existing document with Project information; and
 - e. Confirmation of the next steps.
7. **Monthly Teleconference:** Consultant shall participate in one monthly status teleconference, 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. Deliverables: Consultant shall provide the following documents to the City Contract Manager.

1. **Kick-off Meeting:**
 - a. A draft Kick-off Meeting agenda and materials shall be provided in an electronic editable file format within five (5) Business Days in advance of Kick-off Meeting date. Consultant shall allow City three (3) Business Days to review, compile, and provide comments.

- b. Final Kick-off Meeting agenda and materials addressing City comments shall be provided in electronic PDF format no later than one (1) Business Day before the meeting.
 - c. Draft Kick-off Meeting minutes shall be provided in an electronic editable file format within three (3) Business Days after the call. Consultant shall allow City five (5) Business Days to review, compile, and provide comments.
 - d. Final Kick-off Meeting minutes and the PowerPoint presentation, as applicable, shall be provided as a PDF file and Microsoft PowerPoint file, respectively, within three (3) Business Days after receipt of City comments.
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 Monthly Progress Reports and Monthly Invoices.
 3. Monthly Progress Reports and Monthly 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 is marked:
- On or before the following date: _____ May 30, 2023 _____.
- On or before ____ Business Days from _____.

Task No. 2: California Environmental Quality Act (“CEQA”) Documentation

Services: Consultant shall provide necessary services to prepare and complete environmental documentation required to approve the construction of the Project. Consultant shall coordinate the development, review, and approval with the City utilizing information provided by both the 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 City Department of Planning Building and Code Enforcement (“PBCE”) 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 Prepare RFI and CEQA Project Description

Consultant shall develop a Project Description and obtain City approval before moving forward with the CEQA document. Consultant shall review Project materials and request information in the form of a request for information (RFI) from ESD to support the evaluations required for the CEQA document. The RFI will be in the form of an annotated outline of the Project Description, as well as an excel spreadsheet, to assist the project team with providing this information. Based on the information received from the RFI, Consultant shall prepare an initial Project Description as needed to support the analyses, which shall be submitted to ESD for review. Based on consolidated comments from ESD, Consultant shall revise the draft Project Description, which shall then be incorporated into the CEQA document for PBCE to review. Substantial revisions to the Project Description information after initiation of the analyses under Task 2.2, and/or to the analyses or modeling (e.g., for traffic, air quality, or greenhouse gas emissions investigations)

at the direction of the City may exceed the level of effort anticipated for this service order and cause schedule delays.

Task 2.2 – Prepare Administrative Draft IS/Addendum

For the purposes of this scope, it is assumed that an Addendum to the Environmental Impact Report (“EIR”) for the San José-Santa Clara Regional Wastewater Facility Plant Master Plan (“PMP”) will be the appropriate document for this Project. Consultant shall first prepare an Initial Study (“IS”) for the Project in accordance Section 15063 of the CEQA Guidelines and City standards. The PBCE Department will confirm the level of CEQA compliance after reviewing the Initial Study and any supporting technical reports (further described below). The Project Description and analysis in the Initial Study shall include discussion about how the Project relates to the PMP EIR so the conclusion of significance for each impact category is clearly supported for the preparation of an Addendum under Section 15164 of the CEQA Guidelines. If the Initial Study indicates that a more extensive CEQA document is necessary (e.g., a Supplemental EIR), Consultant may elect to negotiate a service order amendment for such services.

Consultant will review available data, and utilize the information received as well as previously completed environmental documents at the RWF, including the PMP EIR and Mitigation Monitoring and Reporting Program (“MMRP”), to characterize the existing conditions of the Project area and to identify potential impacts for the Project site. This scope has been developed based on that fact that the Project will not change substantially once technical analyses for the CEQA document have been initiated. If Project changes require subsequent field work, substantial revisions to analyses, or revised modeling (e.g., for traffic, air quality, or greenhouse gas emissions investigations), additional effort will be required thus the City and Consultant may elect to negotiate a service order amendment for such services. The IS shall focus on primary areas of analysis (summarized below) and shall include brief analyses of other non-primary resource sections.

The IS/Addendum shall contain the following sections:

- a. Introduction and Project Description. Description of regulatory requirement and purpose of the IS/Addendum, Project background, existing conditions and location, elements, and objectives, supplemented with graphics to illustrate the proposed improvements. This section shall identify the characteristics of the Project.
- b. Environmental Setting, Impacts, and Mitigation. Description of the setting (including pertinent regulations) for each impact area, evaluation of impacts based on established CEQA thresholds, and identification of mitigation for significant impacts.
- c. Completed CEQA Checklist. Site survey and analysis to identify the significance of impacts for each impact area.
- d. Graphics. Preparation of appropriate graphics and tables to present the environmental analysis. Consultant shall provide the City with all figures in PDF format.
- e. References. Identification of all sources and persons contacted during preparation of the document.

Impacts to resource areas shall be addressed in the IS/Addendum in accordance to Appendix G of the CEQA Checklist in the CEQA Statute and Guidelines and City requirements. Consultant shall review the existing data and related studies and request information (described as part of Task 2.1 above) to support the evaluations required for the CEQA document. The primary areas of analysis are summarized below.

Aesthetics: Consultant shall provide an analysis of aesthetic and visual resources including views of site from the surrounding area. The section will analyze impacts related to the water tank, which is proposed to stand approximately 41 feet high and 30 feet wide and may be visible from Los Esteros Road and future recreation trails. This scope assumes that visual simulations would not be prepared for the CEQA document.

Biological Resources: Consultant shall provide an analysis of biological resources for the

IS/Addendum. A review of available project-related resources to determine the potential impacts of the Project on vegetation and wildlife shall be conducted. The results of the review of available project-related resources shall be summarized in the Initial Study. Protocol-level special status species surveys are not included in this task. The IS/Addendum biological resources section shall include, but is not limited to, the following:

- a. A description of the existing biological resources on and surrounding the site.
- b. A review of the appropriate biotic databases, including the California Natural Diversity Database (CNDDDB), California Native Plant Protection Act, California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS) species list, and the National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NMFS) and Habitat Conservation Essential Fish Habitat (EFH) lists.
- c. A review of the applicable local policies/ordinances and plans, including the City of San José Riparian Corridor and Bird Safe Design Policy and the Santa Clara Valley Habitat Plan.
- d. Habitat mapping, and identification of known or anticipated special-status plant, aquatic, and animal species present.
- e. An analysis of the direct and indirect potential impacts of the Project, including impacts to habitat and/or wildlife, from construction disturbance and maintenance activities.
- f. Identification of necessary mitigation for any significant biological impacts.

Cultural/Tribal Resources: Consultant shall provide analysis of cultural and tribal resources for the IS/Addendum to meet CEQA and other Federal, State, and City requirements. Consultant shall include a cultural resources evaluation including an updated archival records search, and architectural evaluation per Section 106 of the National Historic Preservation Act. The City has already completed its tribal outreach and the IS/Addendum will identify any tribal concerns for the Project site based on that work. This Task assumes that existing cultural resources information about the area would be sufficient to complete the IS/Addendum and no additional field surveys or subsurface exploration will be conducted.

Construction Noise and Air Quality Impacts and Greenhouse Gas Emissions: The noise section shall include a description of the existing noise environment at the Project sites and their surroundings, location of sensitive receptors, and local noise ordinances and standards that apply to the Project. Due to the absence of sensitive receptors in the vicinity of the sites (i.e., within 1,000 feet), noise monitoring is not anticipated to be necessary. Noise impacts from the operation of construction equipment shall be analyzed using maximum noise levels and usage factors in the Roadway Construction Noise Model (RCNM). The estimated noise levels from the Project shall be compared to applicable local standards either from the City's General Plan or the noise ordinance. If quantitative local standards are not available, Consultant shall use thresholds published by other federal agencies such as the Federal Transit Administration to evaluate daytime and nighttime impacts.

Vibration impacts from construction equipment shall be evaluated using FTA criteria. A discussion of vibration impacts shall also be included as a qualitative analysis as Consultant has confirmed that no major sources of vibration (e.g., pile driving) are proposed, and sensitive receptors are distant from the Project sites. Estimated attenuated noise levels at receptors shall be compared to applicable standards either in the City's General Plan or noise ordinance to evaluate operational noise impacts. Mitigation measures shall be developed to reduce any significant impacts identified.

The air quality section shall include a setting discussion summarizing the existing air quality in the area, regulatory context, sensitive receptors in the vicinity of each site, and identifying significance thresholds used for impact evaluation. The air quality impact discussion shall include an analysis of both construction and operational impacts based on guidance from the Bay Area Air Quality Management District ("BAAQMD"). The Project shall also be evaluated for consistency with the *Bay Area Clean Air Plan: Spare the Air, Cool the Climate*, which provides regional strategies to improve

Bay Area air quality and meet public health goals. This section shall also describe the relevant City policies and plans.

Construction emissions shall be quantified using the most recent version of California Emissions Estimator Model (CalEEMod, version 2020.4.0) and Project-specific data on construction schedule, phases, off-road construction equipment used and the number of construction vehicle trips under each phase. Consultant shall rely on the City to provide project-specific construction data (as part of Task 2.1 above). Estimated emissions shall be compared to the BAAQMD's significance thresholds for construction to determine impacts. Operational impacts are expected to be primarily maintenance-related and may be assessed qualitatively, but further quantitative assessment may, be necessary based upon further understanding of the evolving nature of the Project Description (e.g. RFI process). The BAAQMD and the Office of Environmental Health and Hazard Assessment require that health risks be analyzed if sensitive receptors are located within a 1,000-foot radius of the construction site when construction activities are expected to last longer than 2 continuous months. In this case, based on a preliminary survey of the Project sites, there are no sensitive receptors identified within 1,000 feet of either Project site. Therefore, the analysis shall include a qualitative discussion of health risk impacts from construction. Odor impact evaluation shall also be qualitative as the Project is not anticipated to generate substantial odors. Consultant shall develop mitigation measures to address and reduce any significant impacts identified.

The Greenhouse Gases ("GHGs") section shall include a setting explaining the various types of GHGs potentially emitted, the regulatory context including applicable plans and policies for the reduction of GHG's within California, and the significance thresholds applicable to the Project. The BAAQMD has not yet updated its mass emissions and emission efficiency metric thresholds to address the State's SB 32 goals for 2030 or the carbon neutrality goals for 2045. Therefore, the analysis will rely on a qualitative evaluation of the project's compliance with a qualified GHG Reduction Strategy to evaluate impacts. The applicable qualified GHG Reduction Strategy, in this instance, is the City of San José 2030 GHGRS which was adopted by the City in October 2020 and serves as a Qualified Climate Action Plan for purposes of tiering and streamlining under CEQA. The Project shall also be assessed for consistency with other state and local plans developed for the purpose of reducing GHG emissions including the state's 2017 Climate Change Scoping Plan Update, Executive Order No. S-3-05 that established a goal of reducing the State's GHG emissions to 80 percent below the 1990 level by the year 2050, Envision San Jose General Plan, and Climate Smart San Jose. Mitigation measures shall be developed if impacts are identified to be potentially significant.

Hydrology and Water Quality: The IS/Addendum shall address the potential for altering the existing drainage pattern of the site, as well as changes to runoff from the site, including water quality considerations. This scope does not include the preparation of a drainage assessment to determine the existing hydrologic conditions of the Project site, or the hydrologic design for a comprehensive drainage plan.

Other Resource Sections: The IS/Addendum shall address all other resource areas in accordance to the Appendix G of the CEQA Checklist in the CEQA Statute and Guidelines. The IS/Addendum will include a summary discussion of these other resource categories about how the Project relates to the PMP EIR.

In accordance with the City's PBCE Department environmental review process, Consultant shall submit the Administrative Draft IS/Addendum and technical Appendices directly to PBCE Department for review. This task assumes that for each review cycle the 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 or provide guidance to Consultant on how to address them.

Task 2.3 - 2nd Administrative Draft IS/Addendum: Consultant shall prepare a 2nd Administrative Draft IS/Addendum that addresses City comments on the Administrative Draft IS/Addendum. The 2nd Administrative Draft IS/Addendum will be submitted to the City for review,

Task 2.4 - Screencheck Draft IS/Addendum: Consultant shall revise the 2nd Administrative Draft IS/Addendum to address comments received from City and prepare the Screencheck Administrative Draft IS/Addendum.

Task 2.5 – Final IS/Addendum: Upon final approval of the Screencheck document, Consultant shall provide an electronic copy of the Final IS/Addendum document to City for posting on the PBCE website.

Task 2.6 – Administrative Record: Consultant will compile all documents (including webpages) cited in the Final IS/Addendum and send electronically to the City to keep for public record. The Administrative Record will include an excel file that lists the references by chapter and will be submitted at the same time as the Final IS/Addendum.

Task 2.7 - Respond to Comments: If requested by PBCE, Consultant shall assist the City in preparing responses to all comments received on the IS/Addendum. For purposes of estimating level of effort, it is assumed that twenty-six (26) hours will be sufficient for responding to comments.

Task 2.8 - Prepare CEQA MMRP: Consultant shall prepare an MMRP in accordance with CEQA using the City's MMRP template. The Administrative Draft MMRP shall be submitted with the 2nd Administrative Draft IS/Addendum for review and comment by the City. After one round of review by PBCE and ESD, a revised MMRP will be submitted with the Screencheck IS/Addendum.

Task 2.9 - Certification and Approval: If requested by the City, Consultant shall participate at one City Council certification hearing and assist in responding to any questions by the City Council and/or the public. If requested by the City, Consultant shall submit one (1) hard copy of the final CEQA document (includes any changes made at the certification hearing). This task assumes that the City shall prepare all required CEQA noticing and other documentation associated with certification and approval and complete all associated mailings and other delivery or circulation of noticing.

B. Deliverable: Consultant shall provide the following documents to the City (ESD or PBCE Department as indicated below):

1. Request for Information ("RFI") for the Project Description development shall be submitted to the City as one electronic Word file within ten (10) Business Days from NTP. Consultant shall allow City fifteen (15) Business Days to review, compile, and provide information, or consistent with a mutually agreed upon schedule in the event that delayed receipt does not affect the CEQA document schedule. City shall have five (5) Business Days to respond to subsequent RFIs, or consistent with a mutually agreed upon schedule.
2. CEQA Project Description. Draft Project Description provided within ten (10) Business Days from receipt of information per the RFI. Consultant shall allow ESD a minimum of ten (10) Business Days to review, compile, and provide comments. Revised Project Description provided within ten (10) Business Days from receipt of comments. Consultant shall prepare the final CEQA Project Description that will be incorporated into the Administrative Draft IS/Addendum.
3. Administrative Draft IS/Addendum. One electronic Word version and one pdf version of the Administrative Draft IS/Addendum to PBCE Department, including all appendices for review and comment, provided within twenty-five (25) Business Days from receipt of ESD comments on Project Description. Consultant shall allow PBCE Department a minimum of five (5) weeks to review, compile, and provide comments.
4. 2nd Administrative Draft IS/Addendum. One electronic Word version and one pdf version of the 2nd Administrative Draft IS/Addendum to PBCE Department for review and comment, provided within fifteen (15) Business Days from receipt of PBCE Department comments on Administrative Draft IS/Addendum. Consultant shall allow PBCE Department a minimum of fifteen (15) Business Days to review, compile, and provide comments.
5. Screencheck Draft IS/Addendum. One electronic Word version and one pdf version of the Screencheck Draft IS/Addendum to PBCE Department for review and comment, provided within ten (10) Business Days after receipt of PBCE Department comments on the 2nd Administrative Draft

Addendum. Consultant shall allow City PBCE Department ten (10) Business Days to review, compile, and provide comments.

6. Final IS/Addendum. One electronic Word version and one pdf version of the IS/Addendum to PBCE Department, all provided within five (5) Business Days after receipt of PBCE Department comments on the Screencheck IS/Addendum.
7. Administrative Record. One electronic zipped file containing documents and webpages cited in the Final IS/Addendum and an excel file that lists the references provided within five (5) Business Days after receipt of PBCE Department comments on the Screencheck IS/Addendum.
8. Responses to Comments: If requested by the PBCE Department, draft responses to comments delivered to PBCE Department within ten (10) Business Days of receipt of all comments from PBCE Department. Consultant shall allow City PBCE Department ten (10) Business Days for review. Final responses to comments to PBCE Department within five (5) Business Days after receipt of comments on draft responses.
9. Consultant will provide all final GIS and pdf files for figures included in the CEQA documents within ten (10) business days of adoption of the CEQA Document by City Council.
10. Draft and Final MMRPs. One electronic Word version and one pdf version of the Draft and Final MMRPs. Draft MMRP provided with the 2nd Administrative Draft IS/Addendum. Consultant shall allow City a minimum of fifteen (15) Business Days to review, compile, and provide comments on the Draft MMRP. Final MMRP to be provided with the Screencheck IS/Addendum.
- 11.

C. Completion Time: The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following is marked:

- On or before the following date: May 30, 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: Catherine Borrowman	Phone No.: (408) 975-2578
Department: Environmental Services (ESD)	E-mail: Catherine.borrowman@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."*

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Meryka Dirks	Phone No.: 408.660.4003	02/24/21		
Address: 787 The Alameda, Suite 250, San Jose, CA 95126	E-mail: MDirks@esassoc.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Alena Maudru	Project Manager		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.

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance with 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	\$12,090
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	\$62,490
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:	
		\$0	
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:	
		\$0	
		Maximum Service Order Compensation (sum of Parts 1 through 3):	
		\$74,580	

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: Service Order

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 665417 -017

Contractor: Environmental Science Associates

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

Phone: (408) 660-4003

Email: mdirks@esassoc.com

Contract Description: Service Order 7 - Facility-Wide Water Systems Improvements Project

Term Start Date: Contract Date Term End Date: 05/30/2023 Extension: No

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: \$74,580.00 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ NTE/Updated Contract Amount: _____

Fund/Appropriation: _____

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Tax Certificate No.: 2119102210

Expiration Date: 11/15/2022

Department: ESD (76)

Department Contact: Catherine Borrowman / 975-2578 Customer (Finance Only): _____

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date