

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

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- 1a. CPMS Contract No.: N/A 1b. Master Agreement AC No.: 30746
2.  First  Second  Third  Fourth Amendment to Approved Service Order No. 2
3. Consultant's Name: Environmental Science Associates ("Consultant")
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Project Name: On-Call Environmental Consultation Services for the San José-Santa Clara Regional Wastewater Facility (RWF) Capital Improvement Program ("Project")

Amendment Description: This second amendment to Service Order No. 2 increases compensation and extends the completion date for both tasks, and updates the City's Contract Manager on Attachment B.

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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 and supersedes in its entirety any corresponding attachment to the original Approved Service Order and any amendments thereto.

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6. **Consultant Approval:** *Janna Scott* Date: Jun 17, 2022  
Janna Scott (Jun 17, 2022 17:28 PDT)

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

**Approved Service Order Amendment Form Approved by the Office of the City Attorney**

(There are no material changes to the provisions of the Approved Service Order Amendment Form.)

**Approved as to Form:**

(Sr.) Dept. City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

8. **City Director Approval:** *Mariana Chavez V* Date: Jun 21, 2022

**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. 2 issued pursuant to the Master Agreement having the above-referenced CPMS 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 \$ 50,000.00 to \$ 60,530.00

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:	\$	395,929.60
b.	Service Order Compensation for this Approved Service Order Amendment:	\$	10,530.00
c.	New unencumbered balance in Master Agreement:	\$	385,399.60
d.	<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.		
	Fund: <u>512</u>	Appn: <u>7456</u>	RC: <u>172821</u> Amount: \$ <u>10,530.00</u>
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Fund: _____	Appn: _____	RC: _____      Amount: \$ _____
	Division Analyst Signature: <u>Mary Crippen</u>		Date: <u>Jun 21, 2022</u>
	Authorized Signature: <u>Harpal Singh</u>		Date: <u>Jun 21, 2022</u>

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

This Revised Attachment A is attached to the  First  Second  Third amendment to Approved Service Order No. 2 issued pursuant to the Master Agreement having the above-referenced CPMS Contract No.

**General Description of Project for which Consultant will Provide Services:** Consultant will complete services under Tasks 1 and 2, as identified below. The purpose of this Service Order (SO) is to allow for quick response to City requests for environmental consultation services, on an as-needed basis, that are not included under other service orders for the RWF CIP, and environmental consultation services for program-related considerations at the RWF. Consultant will complete work on an as-needed basis, upon receiving written notice to proceed from the City, up to the total value of the Service Order, including labor and reimbursable expenses.

**Task No. 1:** On-Call Consultation Services

- A. Services:** Consultant will perform on-call environmental consultation services related to the RWF CIP. Services could include review of technical documents, telephone briefings, agency consultations, reconnaissance, field studies, attendance at meetings, research on environmental topics and/or policy, preparation of technical memoranda, and travel needed to support this task. Services could also include

The specific task(s) will be authorized by City on an as-needed basis, as they arise, and no services would commence without authorization from City in the form of a written notice to proceed (NTP). Prior to issuing an NTP for any task other than phone calls and meetings, Consultant shall provide an estimate of personnel and hours required to complete the task. Invoicing shall be based on actual time and materials, up to the agreed upon "not to exceed" amount of the service order. It is expected that any extensive report or field study work would be completed under a separate and specific Service Order

- B. Deliverable:** Agenda and minutes for phone conferences and meetings summarizing discussions, including action items. Other deliverables would be determined in coordination with City, based on written NTP from City and "not to exceed" estimates provided by Consultant.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: June 30, 2023.

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

**Task No. 2:** Project Management

- A. Services:** Project Management for this task will include project scheduling, tracking of the deliverable schedules, budget tracking, coordination with the City, internal coordination among Consultant staff, and invoicing for this SO. The Project Manager, supported by Consultant's project coordinator, will oversee day to day coordination among internal staff

with respect to schedule and deliverable management. The Project Manager will assemble teams of technical staff as needed to address specific City requests and needs, and will conduct routine coordination with Consultant staff to ensure efficient work progress.

Consultant will prepare a progress report and invoice that summarize the work completed during the invoice period with relevant details such as dates of meetings and cost incurred for that work as substantiated by billing back ups, budget and payment status, and any budget and/or schedule issues to be resolved. Invoices will be prepared on a monthly basis, and will not track individual assignment details under Task 1. Reimbursable expenses also shall be substantiated with documentation.

**B. Deliverable:** Invoices and progress reports.

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

On or before the following date: June 30, 2023.

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. 2 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	E-mail: Andrew.Martin@sanjoseca.gov
Address: 200 E. Santa Clara St., 10 <sup>th</sup> Fl.,	City/State/Zip: 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
<b><u>Consultant's Contract Manager</u></b>				
Name: Meryka Dirks	Phone No.: 408-660-4003	02/09/22		
Address: 787 The Alameda, Suite 250, San Jose, CA 95126	E-mail: <a href="mailto:mdirks@esassoc.com">mdirks@esassoc.com</a>			
<b><u>Other Staffing</u></b>				
Name:	Assignment:	E-mail:		

1. Jill Hamilton	Project Director/ Compliance Advisory		04/02/22		
2. Alena Maudru	Project Manager		02/10/22		

**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. Fehr & Peers	Transportation
2. EOA, Inc.	Water Quality
3. Cornerstone Earth Group	Geotechnical and Remediation
4. Sicular Environmental Consulting	CEQA analyst
5. HT Harvey	Biological Resources

**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. 2 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
Task 1: On-Call Consultation	<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 \$45,190
Task 2: Project Management	<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 \$15,340
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work \$
Part 2 – Reimbursable Expenses			
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of: \$	
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are <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: \$	
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			<b>\$60,530</b>

# 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 # 665417-020

Contractor: Environmental Science Associates

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

Phone: 408-660-4003

Email: mdirks@esassoc.com

Contract Description: Second Amendment to Service Order 2 - On-Call Environmental Consultation Services for the San Jose-Santa Clara Regional Wastewater Facility Capital Improvement Program

Term Start Date: 02/14/2020 Term End Date: 06/30/2023 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: \$50,000.00 Amount of Increase/Decrease: \$10,530.00

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$60,530.00

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: Andrew Martin / 535-8107

Customer (Finance Only): ^^^ ^^^^^^^^^^^^^^^^^

Notes:

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

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