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

Cover Page

1a.	Intentionally Omitted		1b.	AC Contract No.: 310	42 (G	ILES 665856)
2.	Approved Service Order No. 3					
3.	Consultant's Name: David Keith	n Todd, Consulting En	igineers,	Inc., dba Todd Ground	water	
4.	Project Name: Development Pr	oject Demand Project	ions ("Pr	roject")		
5.	Project Location: N/A					
6.	The Consultant and the City will Agreement, this cover page and (Compensation Table), which ar	Attachments "A" (Tas	sks), "B"	(Terms and Conditions)		
7.	Budget/Fiscal:					
	a. Current unencumbered amo	ount in Master Agreem	nent:		\$	640,001
	b. Maximum Service Order Co	empensation for this	Approv	ed Service Order:	\$	25,000
	c. New unencumbered balance	in Master Agreement	(7.a – 7	.b):	\$	615,001
	d. Appropriation Certification : Service Order Compensation encumbered to pay for this A	is available in the foll	owing fu			
	Fund: 500 App	on: 4952	RC: 13	33859 Amou	nt: \$2	25,000
	Authorized Signature: Beverly	Beverly Owens y Owens (11/1/2021) leverly.owens@sanjoseca.gov			Date:	
8.	Division Analyst Approval:	× Mathew Chacko Mathew Chacko (11/1/2021) Email: mathew.chacko@sanjoseca	a.gov		Date:	
9.	Consultant Approval:	× Iris Priestof ipriestaf@toddgroundwater.com (11/1, Email: ipriestaf@toddgroundwater.			Date:	
10.	Approval as to Form (City Atto	orney):				
	Service Order Form Approx (Maximum Service Order Compet		•	·	form ar	e not altered.)
	Approved as to Form:	(Sr.) Deputy City Atto	orney		Date:	
11.	City Director Approval:	Nicole Harvie Nicole Harvie (11/1/2021) Email: nicole.harvie@sanjoseca.go	ov		Date:	

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Master Agreement AC No.: 31042 Consultant: Todd Groundwater

Service Order No.: 3

Attachment A: Tasks

The Consultant shall provide the services and deliverables set forth in this **Attachment A**. The Consultant shall provide all services and deliverables required by this **Attachment A** to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: Consultant will provide professional services to assist with review of water demand projections associated with planned development projects.

Task No. 1: Project Administration and Support Services

A. <u>Services</u>: On an as-needed basis as requested by City, Consultant will conduct a third-party review of water demand estimates associated with proposed development projects. Consultant will perform review and analysis as necessary to provide feedback on reasonableness of proposed water use estimates.

Upon initiating a request to Consultant, City will deliver available information about the proposed project (such as design layout maps, building sizes and uses, quantity and type of residential units, etc.) and projected water use demands associated with that project. Consultant will identify additional project information that is required and/or desired for the analysis, and City will attempt to collect and provide additional information as may be available.

Specific analysis needs will be determined on a per-project basis. City and Consultant will set analysis parameters for each request including items such as, but not limited to:

- Set level of detail for review (e.g., overall use, use by customer class, use by water type, etc.)
- Set timeline, goals and/or assumptions for the review
- Define City's project-specific additional data/analysis needs, and/or
- Define acceptable thresholds for demand estimate margin of error.

City may request that Consultant estimate the quantity of hours that will be necessary to analyze an individual project.

- **B.** <u>Deliverable</u>: For each requested project analysis, Consultant will deliver a technical memorandum which documents relevant information as defined during the initial coordination process, the result of the Consultant's analysis, and any other deliverable component as designated during coordination.
- 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: June 30, 2024.

0 0 20.0.00		·, =v= ··	
On or before	_ Business Days from __		

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment A: Tasks

Form/File No.: 1349220/T-32026

City Attorney Approval Date: September 2016

Master Agreement AC No.: 31042 Consultant: Todd Groundwater

Service Order No.: 3

Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name: Nicole Harvie	Phone No.: 408-794-6777
Department: Environmental Services	E-mail: Nicole.Harvie@sanjoseca.gov
Address: 3025 Tuers Road, San José 95121	

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."

		Required 1	to File Form 70	<u>0?</u>
Consultant's Contract	<u>Manager</u>	Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Iris Priestaf	Phone: 510-747-6920			х
Address: 2490 Mariner Square Loop, Suite 215, Alameda, CA 94501 Other Staffing	E-mail: ipriestaf@ toddgroundwater.com			
<u>Name</u> :	Assignment:			
1. Maureen Reilly	Senior Engineer			х
2. Arden Wells	Staff Geologist/ Hydrogeologist			х
3. Nicole Grimm	Staff Geologist/ Hydrogeologist			x

Form Name: Master Consultant Agreement (Non-Capital Projects) Service Order - Attachment B: Terms and Conditions

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Consultant: Todd Groundwater Service Order No.: 3 3. <u>Subconsultants</u>: Whichever of the following is marked applies to this Approved Service Order: \boxtimes The Consultant can *not* use any subconsultants. The Consultant can use the following subconsultants to assist in providing the required services and deliverables: Subconsultant's Name **Area of Work** 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: Additional Reimbursable Expense(s) Mark-up

anding the foregoing, any additional reimbursable expe	` '
nt for any expenses.	•

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

Master Agreement AC No.: 31042

City Attorney Approval Date: September 2016

1.

2.

3.

Master Agreement AC No.: 31042 Consultant: Todd Groundwater Service Order No.: 3

Attachment C: Compensation Table

The City will compensate the Consultant for providing the services and deliverables set forth in **Attachment A** in accordance this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

	Part 1 -	Compens	ation for Ser	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	☐ Time & Materials ☐ Fixed	Fee	Monthly Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$25,000
	☐ Time & Materials ☐ Fixed	Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
	☐ Time & Materials ☐ Fixed	Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
	☐ Time & Materials ☐ Fixed	Fee	☐ Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$
		Part 2 –	Reimbursak	Part 2 – Reimbursable Expenses		
No expenses Column 4 of			☐ Expenses	$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $	the maximum amount of:	0\$
		Part 3	Part 3 - Subconsultant Costs	Itant Costs		
Subconsultar amount(s) in		osts.	Subconsult amount of:	Subconsultant costs are separately compensable in the maximum amount of:	ensable in the maximum	\$0
			Maximum	Maximum Service Order Compensation (sum of Parts 1 through 3):	(sum of Parts 1 through 3):	\$25,000

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment C: Compensation Table
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