

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: 32767

2. Approved Service Order No. 1

3. Consultant's Name: Trussell Technologies, Inc. ("Consultant")

4. Project Name: Support the City of San Jose's Participation in SFPUC's Direct Potable Reuse Feasibility Study ("Project")

5. Project Location: N/A

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:	\$	299,999.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	50,345.50
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	249,653.50

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: 515 Appn: 0762 RC: 600650 Amount: \$50,345.50

Authorized Signature:

Date: _____

Beverly Owens

Email: beverly.owens@sanjoseca.gov

Date: 07/06/2022 GMT

07/06/2022 GMT-07:00

8. Division Analyst Approval:

Date: _____

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov

Date: 07/06/2022 GMT

07/06/2022 GMT-07:00

9. Consultant Approval:

Date: _____



Email: shanet@trusselltech.com
Date: 07/06/2022 GMT

07/06/2022 GMT-07:00

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:

Date: _____



Email: napp.fukuda@sanjoseca.gov
Date: 07/06/2022 GMT

07/06/2022 GMT-07:00

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 City of San José's Municipal Water System (SJMWS) is participating in a direct potable reuse (DPR) feasibility study led by San Francisco Public Utilities Commission (SFPUC) and their consultant (Carollo). The study will evaluate opportunities to develop regional alternative water supplies which also benefit dry year supply reliability.

Trussell Technologies, Inc. (Consultant) will support SJMWS' participation and review of the DPR feasibility study effort led by SFPUC/Carollo.

Task No. 1: Project Management

A. Services:

This task will be used to facilitate coordination and communication between Consultant and SJMWS on project management topics. This task will also provide SJMWS with monthly progress reports and invoices.

B. Deliverable: Monthly progress reports and invoices for Service Order.

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: April 28, 2023.

On or before ____ Business Days from _____.

Task No. 2: Meetings and Workshops

A. Services: Consultant will support SJMWS in the following virtual meetings and workshops scheduled by SFPUC/Carollo:

- Kickoff Meeting (1)
- Monthly Technical Coordination Meetings (8)
- Workshops (2)

Consultant will attend identified meetings scheduled by SFPUC/Carollo. To assist SJMWS in preparation for each monthly technical coordination meeting, Consultant will review material provided by SFPUC/Carollo prior to the monthly coordination meeting and, where necessary, will schedule a pre-meeting with SJMWS to discuss the material. Consultant will provide guidance, suggestions, and support to SJMWS in relation to the meeting topics.

Consultant will attend up to two (2) workshops scheduled by SFPUC/Carollo. To assist SJMWS in preparation for each workshop, Consultant will review material provided by SFPUC/Carollo prior to the workshop and will schedule a pre-meeting with SJMWS to discuss the material.

B. Deliverable: Participation in Meetings (9) and Workshops (2) including a) review of materials distributed before each meeting, b) pre-meeting discussion with SJMWS on relevant topics, and c) attendance at Meetings and Workshops

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: April 28, 2023.
 On or before ____ Business Days from _____.

Task No. 3: Report Review

A. **Services:** As a part of the DPR Feasibility Study, it is anticipated that SFPUC/Carollo will provide SJMWS with one (1) preliminary draft report, one (1) final draft report, and one (1) final report for review. Consultant will support SJMWS by providing review and comments on each of the listed reports. Consultant's review will be focused on providing input that supports SJMWS's goals and perspectives for DPR implementation and feasibility.

B. **Deliverable:** The Consultant will provide comments or a comment log on the Preliminary Draft Report, Final Draft Report, and Final Report.

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: April 28, 2023.
 On or before ____ Business Days from _____.

Task 4: Support Requests for Water Utility Information

A. **Services:** Consultant will support SJMWS in providing information to SFPUC/Carollo as requested. Scope under this task includes but is not limited to meetings as necessary, gathering and reviewing information to provide direction and/or feedback to SJMWS or SFPUC, identifying remaining information needs, and identifying potential workarounds or alternatives if information requested by SFPUC isn't available.

B. **Deliverable:** As requested by City, virtual meetings and/or emailed feedback on SFPUC/Carollo information requests

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: April 28, 2023.
 On or before ____ Business Days from _____.

Task 5: Support Requests for Regional Wastewater Facility Information

A. **Services:** Consultant will support SJMWS in coordinating to collect San José-Santa Clara Regional Wastewater Facility (RWF) related information needed for the DPR Feasibility Study. Consultant will attend up to ten (10) meetings with City staff. Additional scope under this task related to RWF information includes but is not limited to gathering and reviewing information to provide direction and/or feedback to SJMWS or SFPUC, identifying remaining information needs, and identifying potential workarounds or alternatives if information requested by SFPUC isn't available.

B. **Deliverable:** Participation in up to ten virtual meetings including a) review of materials before each meeting, b) attendance at meetings, and c) follow up with City staff from meetings as needed to collect information to provide to SFPUC/Carollo.

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: April 28, 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: Sandra Freitas	Phone No.: 408-386-4764
Department: Environmental Services Department	Email: sandra.freitas@sanjoseca.gov
Address: 3025 Tuers Road, San José CA 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."*

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Brian Pecson	Phone No.: (510) 457-2201			X
Address: 1939 Harrison Street, Suite 600, Oakland, CA 94612	Email: brianp@trusselltech.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Anya Kaufmann	Senior Engineer III	anyak@trusselltech.com		X
2. Brie Post	Supervising Engineer I	briep@trusselltech.com		X
3. Shane Trussell	Principal Engineer III	shanet@trusselltech.com		X
4. Bryce McFerrin	Engineer I	brycem@trusselltech.com		X
5. Emily Darby	Senior Engineer II	emilyd@trusselltech.com		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. Woodard & Curran	Infrastructure Evaluation
2. Larry Walker Associates	Reverse Osmosis Concentrate Management and Environmental Permitting

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	\$3,219.50
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	\$17,768.00
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	\$10,558.00
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	\$7,200.00
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	\$11,600.00
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 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: \$		
Maximum Service Order Compensation (sum of Parts 1 through 3):				
\$50,345.50				

Attachment D: Sub Consultant Schedule of Rates and Charges

Woodard and Curran	
Classification	Hourly Rate
Engineer 1	\$179
Scientist 1	\$179
Planner 1	\$179
Technical Specialist 1	\$179
Project Manager 2	\$294
Senior Project/Technical Manager	\$311
Project Assistant (PA)	\$121

Larry Walker Associates	
Classification	Hourly Rate
Administrative	\$96
Contract Coordinator	\$133
AR/AP Manager	\$133
Graphic Designer	\$123
Senior Graphic Designer	\$160
Project Staff I-C	\$128
Project Staff I-B	\$155
Project Staff I-A	\$180
Project Staff II-B	\$192
Project Staff II-A	\$215
Senior Staff	\$249
Associate	\$279
Vice President	\$304
Executive Vice President	\$317
Senior Executive	\$333
President	\$333