

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

Cover Page

-
- 1a.** Intentionally Omitted **1b.** AC Contract No.: AC 33450
- 2.** Approved Service Order No. 1
- 3.** Consultant's Name: Cascadia Consulting Group, Inc. ("Consultant")
-

- 4.** Project Name: FY 2022-23 Characterization of Residuals for Collection Districts A, B, and C, City of San Jose ("Project")
- 5.** Project Location: California Waste Solutions Materials Recovery Facility (1005 Timothy Drive San José, CA 95133) and GreenWaste Recovery, Inc. Materials Recovery Facility (625 Charles Street, San José, CA 95112)
- 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: | \$ | 1,000,000 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 134,278 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 865,722 |
- 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: 423 | Appn: 0762 | RC: 514000 | Amount: \$134,278 |
|-----------|------------|------------|-------------------|

Authorized Signer:

Monica Abundis

Email: monica.abundis@sanjoseca.gov
Date: 04/26/2023 GMT

8. Division Analyst Approval:

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 04/26/2023 GMT

9. Consultant Approval:

Dieter Eckels

Email: dieter@cascadiaconsulting.com
Date: 04/26/2023 GMT

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:

Rosalia Burqueña Tapia

Email: rosalia.tapia@sanjoseca.gov
Date: 04/28/2023 GMT

Sr. Deputy City Attorney

11. City Director Approval:

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 04/28/2023 GMT

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 Consultant will conduct the first study of residue at the California Waste Solutions Materials Recovery Facility (MRF) and the first study of residue at the GreenWaste Recovery MRF. Residue is Recyclable Materials that are delivered to the CONTRACTOR'S Material Recovery Facility for processing, but which were not processed by the CONTRACTOR in a manner that meets market specifications, and that were subsequently removed from the CONTRACTOR'S Materials Recovery Facility and disposed; and Residential Solid Waste and City Facility Solid Waste which cannot be composted or recycled. The California Waste Solutions MRF receives residential curbside collected recyclable materials from Districts A and C. The GreenWaste Recovery MRF receives residential curbside collected recyclable materials from District B.

Task No. 1: Kick-Off Meetings, Preparations, and Project Management

- A. Services:** The Consultant will develop a draft Study Design for submittal to the City on or before 12:00 PM, Thursday, April 13, 2023. The Consultant will participate in a conference call (Kick-off meeting) with City staff, the Consultant Project Manager and field personnel, California Waste Solutions staff, GreenWaste staff, and GreenTeam staff to discuss fieldwork, sampling logistics, sorting operations, daily schedule, and health and safety requirements. Initial comments from City staff and haulers will be incorporated into the draft Study Design and distributed by the Consultant prior to the kick-off meeting. The Consultant will incorporate any final edits (post kick-off meeting) into the Final Study Design and submit to the City on or before April 24, 2023.
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:
Health & Safety Plan, Field Protocol with Sampling Plan (Study Design).
- 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 24, 2023
- On or before ____ Business Days from _____.

Task No. 2: Field Sampling of Residuals

- A. Services:** The Consultant will provide labor and equipment for the physical sorting of fifty (50) residual samples over a ten (10) or eleven (11) day period.

The Consultant will conduct daily check-ins with the City project manager regarding the progress of fieldwork and to discuss issues (if applicable). The initial check-in will be a phone call with subsequent daily check-ins being an e-mail if there are no issues to discuss. Fieldwork will be planned to start on Monday, May 1, 2023 and continue through Friday, May 5, 2023 at the California Waste Solutions MRF. Fieldwork will resume on Monday, May 15, 2023 and continue through Friday, May 19, 2023 at the GreenWaste Recovery MRF. The Consultant will observe MRF operations on the first day of field work at each MRF.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:

Daily e-mail check-ins if there are no issues to discuss. These daily e-mails will occur after the first initial check-in which will be a phone call.

- 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: May 22, 2023

On or before ____ Business Days from _____.

Task No. 3: Data Analysis and Summary Report

- A. Services:** The Consultant will perform data entry and conduct quality control; calculate summary statistics (mean, standard error, and 90% confidence intervals) for each material; compare residue compositions to previous studies; provide summary report of field activities and data assessment.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:

Draft Summary Report which will include a description of field logistics and sampling/sorting activities, and presentation of summary statistics. Draft Summary Report will be submitted to the City by Friday, June 9, 2023.

Final Summary Report will incorporate comments/edits from the City and be submitted to the City on or before Friday, June 30, 2023.

- 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: June 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: Junko Vroman	Phone No.: 408-975-2517
Department: Environmental Services Department	Email: junko.vroman@sanjoseca.gov
Address: 200 E. Santa Clara Street, 10th Floor, San José, CA 95113	

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: Dieter Eckels	Phone No.: 206-449-1123			X
Address: 1109 1st Avenue, Suite 400, Seattle, WA 98101	Email: Dieter@cascadiaconsulting.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1.				
2.				
3.				

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. Sky Valley Associates, LLC	Field Supervision and Labor
2. MSW Consultants	Field Labor Backup
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 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 type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$9,930
2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$14,728
3	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$16,560
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:	\$600
Part 3 – Subconsultant Costs			
<input type="checkbox"/> Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		<input checked="" type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:	\$92,460
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$134,278