

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

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: AC 33450
- 2.** Approved Service Order No. 3
- 3.** Consultant's Name: Cascadia Consulting Group, Inc. ("Consultant")
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- 4.** Project Name: FY 2023-24 Characterization of Residuals for Collection Districts A, B, and C, City of San José ("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.
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- 7. Budget/Fiscal:**
- | | | |
|---|----|---------|
| a. Current unencumbered amount in Master Agreement: | \$ | 680,104 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 140,702 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 539,402 |
- 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: \$140,702

Authorized Signer:


Email: monica.abundis@sanjoseca.gov
Date: 02/02/2024 PST

8. Division Analyst Approval:


Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 02/02/2024 PST

9. Consultant Approval:


Email: dieter@cascadiaconsulting.com
Date: 02/01/2024 PST

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: 02/02/2024 PST

Sr. Deputy City Attorney

11. City Director Approval:



Email: jeffrey.provenzano@sanjoseca.gov
Date: 02/05/2024 PST

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 second study of residue at the California Waste Solutions Materials Recovery Facility (MRF) and the second 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: Meetings, Preparations, and Project Management

- A. **Services:** The Consultant will participate in two (2) separate conference calls: One with City staff, the Consultant Project Manager and field personnel and California Waste Solutions staff, and the other conference call with City staff, the Consultant Project Manager and field personnel, GreenWaste staff, and GreenTeam staff. The conference calls will be to discuss fieldwork, sampling logistics, sorting operations, daily schedule, and health and safety requirements.
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: Updated Health & Safety Plan and updated Field Protocol with Sampling Plan (Study Design) – if applicable.
- 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: February 2, 2024.
- ☐ 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's Contract 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, February 5, 2024, and continue through Friday, February 9, 2024, at the California Waste Solutions MRF. Fieldwork will resume on Monday, February 12, 2024, and continue through Friday, February 16, 2024, at the GreenWaste Recovery MRF. The Consultant or independent observer from the Consultant team 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: February 19, 2024.
- ☐ 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 March 15, 2024.

Final Summary Report will incorporate comments/edits from the City and be submitted to the City within ten (10) business days of receiving comments from the City on the Draft Summary 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:

☒ On or before 10 Business Days from receiving comments from the City on the Draft Summary Report.

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>		
<u>Consultant's Contract Manager</u>			Yes Already Filed (Date Filed)	Yes Need to File	No
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, Field Quality Assurance
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	\$10,300
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	\$9,662
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	\$13,040
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:			\$900
Part 3 – Subconsultant Costs						
<input type="checkbox"/> Subconsultant costs are not 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:			\$106,800
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$140,702