

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: 32014 (GILES OC-000370)
- 2.** Approved Service Order No. 1
- 3.** Consultant's Name: Golder Associates Inc.

- 4.** Project Name: Singleton Landfill Gas Flare O&M ("Project")
- 5.** Project Location: Singleton Avenue
- 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: | \$ | 75,000 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 925,000 |
- 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: 001 Appn: 4089 RC: 032683 Amount: \$ 75,000

Authorized Signature: *Karen Y. Evans* Date: _____
Karen Evans (7/30/2021)
 Email: karen.evans@sanjoseca.gov

8. Division Analyst Approval: *Mathew Chacko* Date: _____
Mathew Chacko (7/30/2021)
 Email: mathew.chacko@sanjoseca.gov

9. Consultant Approval: *Kris Johnson* Date: _____
kris_johnson@golder.com (7/30/2021)
 Email: kris_johnson@golder.com

- 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: *Jennifer Voccola-Brown* Date: _____
Jennifer Brown (8/10/2021)
 Email: Jennifer.Brown@sanjoseca.gov

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 former Singleton Road Landfill (site) is currently owned by the City. The site is adjacent to Coyote Creek and occupies approximately 80 acres. The site is bounded on the north by Capitol Expressway, on the east by Coyote Creek, and on the south and west by residential development along Locke Drive, Singleton Road, Brodie Drive and Grandbrook Way. A landfill gas collection and control system with flare and collection system is located on the former landfill to control and mitigate the generation of landfill gases from decomposing trash.

The purpose of this service order is for the City to retain a qualified consultant to perform routine operation and maintenance (O&M) activities of the flare and collection system, perform non-routine repairs of the flare and provide regulatory reporting as required. The scope of services for this service order are consistent with the permitting requirements of CalRecycle (CCR Title 27), the facility Waste Discharge Requirements (WDR), California Air Resources Board (CARB, CCR Title 17, if no exempted) and the Permit to Operate Plant Number 4175 (PTO) issued by the Bay Area Air Quality Management District (BAAQMD) as each relates to the operation of the gas collection and control system (GCCS).

The project approach for this service order will include collection of accurate and repeatable data, timely evaluation of the data, and consistent communications between field personnel, compliance staff, engineering staff, and the City.

Task No. 1: Routine Operation & Maintenance (O&M)

- A. Services:** Consultant will perform routine Operation & Maintenance (O&M) activities on a weekly, and monthly schedule. The schedule and activities are described below:

Weekly – Consultant's technician will visit the landfill at least weekly to verify flare operation and perform a visual inspection of the flare area. This will include the following work:

- Monitor methane, oxygen, carbon dioxide, and balance gas concentrations at the main header as required.
- Collect blower and flare operating parameter data including recorded flare combustion temperature and flow data, at a minimum.
- Inspect and monitor accessible extraction well heads recording gas composition data, differential pressure, vacuum, and temperature using a Landtec GEM5000 instrument or equivalent.
- Make necessary adjustments to stabilize LFG flow and quality on monthly basis, or as required.

Monthly – Consultant's technician will be at the landfill at least once per month (combined with a weekly site visit) to perform the following work:

- Inspect flare and compressed air systems, scheduling required non-routine maintenance repairs with manufacturer-approved service representatives, when indicated, and verify flare controller settings.
- Inspect and provide routine and preventative maintenance of LFG system components, including the well head connections, piping, gas movement equipment, control system, and ancillary components such as the condensate system.
- Rotate blowers and test alarms.
- Inspect the landfill cover for integrity and provide recommendations for cover maintenance and repair when indicated.

B. Deliverable: None

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: March 31, 2022.

On or before ____ Business Days from _____.

Task No. 2: Compliance Reporting

A. Services: Consultant will conduct the compliance reporting activities discussed below. These services are based on requirements in BAAQMD Permit to Operate for plant number 1175, Rule 8-34 for Municipal Solid Waste Landfills and CCR Title 17.

Data Handling and Review – Monitoring data collected and results of field inspections performed by the technicians are sent to the Consultant’s compliance specialist, who will review and summarize the information on a monthly basis.

Data Analyses – In addition to compiling data, the compliance specialist will work with engineering staff to analyze flare and wellhead data. The data analyses are intended to conform compliance, identify operational trends, and identify potential issues before they cause permit deviations or negatively impact the operation of the landfill gas system. The elements of the monthly data analyses include flare data analyses showing weekly heat input, run time, and average operating temperature compared to permit limits.

Compliance and Project Status Summaries – An email summarizing the monthly services performed will be submitted to the City project manager, generally by the end of the week following completion of the monthly services. This communication will summarize operating and compliance monitoring activities and will include monitoring data collected for compliance with permit and regulatory requirements. The summary will also include a section for Consultant recommendations and communication tracking. The compliance monitoring data will be tabulated and compiled in an attachment to the email for placement in site records and inclusion in reports to be submitted to the BAAQMD, as required.

Recordkeeping and Data Archive – Consultant will provide to the City the records of data collected to confirm compliance with gas control and BAAQMD permit requirements. Data provided will include the following:

- Landfill Gas Composition and pressure data from the available well heads
- Flare operating records
- Perimeter probe monitoring data
- A report of cover integrity observations

- B. Deliverable:** Monthly email summaries and Annual Compliance 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: March 31, 2022.
- On or before ____ Business Days from _____ [

Task No. 3: Additional Non-Routine Services

- A. Services:** Consultant will perform the following types of activities and services on an as-needed, as requested, or emergency basis:
- Emergency call-outs created by the alarm system (such as flare shut downs) or odor complaints will occur by the next business day.
 - Periodic repairs to the condensate components, laterals, headers, and extraction wells.
 - Assistance in scoping and budgeting for recommended improvements, parts or materials.
 - Coordination of any work requiring a trade skill such as site licensed electrical work. Minor plumbing and electrical maintenance or repairs can be performed. However, consultant technicians will not perform significant plumbing, electrical trade or similar trade craft services.
 - Additional compliance or engineering support that are not part of the routine activities described in Task 1.

Emergency responses to flare outages and notifications to BAAQMD will be performed as needed. Other tasks that may need to be conducted will be discussed with the City prior to performing the work. Individual cost estimates will be provided to respond to each of the as-needed or as-requested services.

- B. Deliverable:** None
- 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: March 31, 2022.
- 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: Geoff Blair | Phone No.: (408) 975-2576 |
| Department: Environmental Services | E-mail: geoffrey.blair@sanjoseca.gov |
| Address: 200 E. Santa Clara Street, 10 th Floor, San Jose, 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: Kris Johnson, Practice Leader | Phone No.: (408) 220-9242 | | | X |
| Address: 425 Lakeside Drive, Sunnyvale, CA 64085 | E-mail: kris.johnson@golder.com | | | |
| <u>Other Staffing</u> | | | | |
| <u>Name:</u> | <u>Assignment:</u> | | | |
| James Moore | Senior Engineer | | | X |
| Connor Brossart | Senior Technician | | | X |
| Eric McNeil | Staff Technician | | | 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> |
|-----------------------------|---------------------|
| | |
| | |
| | |

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 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 | \$ 30,000 |
| 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 | \$ 10,000 |
| 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 | \$ 35,000 |
| | <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 | |
| | <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 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): | | | | | | \$ 75,000 |