

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

**Cover Page**

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| <p><b>1a.</b> Intentionally Omitted</p> <p><b>2.</b> Approved Service Order No. 5</p> <p><b>3.</b> Consultant's Name: Golder Associates, Inc.</p> | <p><b>1b.</b> AC Contract No.: 32014 (GILES OC-000370)</p> |
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- 4.** Project Name: Nine Par Slug Test ("Project")
- 5.** Project Location: Former Nine Par landfill in RWF bufferlands
- 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 <b>unencumbered</b> amount in Master Agreement:	\$	763,400
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	8,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	755,400

**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: 513                      Appn: 0762                      RC: 200250                      Amount: \$ 8,000

**Authorized Signature:** *Karen Y. Evans* \_\_\_\_\_ Date: \_\_\_\_\_  
Karen Evans (1/13/2022)  
 Email: karen.evans@sanjoseca.gov

**8. Division Analyst Approval:** *Mathew Chacko* \_\_\_\_\_ Date: \_\_\_\_\_  
Mathew Chacko (1/13/2022)  
 Email: mathew.chacko@sanjoseca.gov

**9. Consultant Approval:** *Kris H. Johnson* \_\_\_\_\_ Date: \_\_\_\_\_  
kris\_johnson@golder.com (1/13/2022)  
 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:** *Cathy Correia* \_\_\_\_\_ Date: \_\_\_\_\_  
Cathy Correia (1/13/2022)  
 Email: cathy.correia@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.

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**General Description of Project for which Consultant will Provide Services:** The City owns the former 9Par landfill across from the Regional Wastewater Facility. Although the City purchased the property in the 1960s, the landfill was never formally closed by the State. In 2011, the City entered into a lease with Zero Waste Energy Development ("ZWED") for their construction of an anaerobic digester facility to convert organic waste into compost while generating energy on the former landfill. As part of the lease agreement, ZWED performed various closure investigations of the former landfill from 2011 thru 2013. During the groundwater investigation, high levels of volatile organic compounds, including trichloroethylene ("TCE") (up to 21,000 parts per billion) were discovered in the groundwater in the northwest portion of the former landfill, in a location not occupied by ZWED.

Most recently under a previous service order, the Consultant has performed groundwater monitoring and evaluated the monitoring data in comparison to the criteria in the California Regional Water Quality Control Board's *Assessment Tool for Closure of Low-Threat Chlorinated Solvent Sites*, Draft Final – July 31, 2009 (Low Threat Closure Document). One of the criteria for closure in the Low Threat Closure Document is that the plume concentrations exhibit decreasing trends over time and the plume is not moving or expanding. Recent monitoring has shown that the concentrations of chlorinated solvents in monitoring well EMW-C have not exhibited a stable or declining trend. In addition, since monitoring well EMW-D was added to the monitoring network, the groundwater gradient has been inconsistent.

Due to the instability of the chlorinated solvent concentrations and fluctuating groundwater gradient, Consultant recommends continuing a modified groundwater monitoring program and conducting a hydrogeologic evaluation and then re-evaluating low threat closure.

The proposed scope of work for this service order consists of performing a slug test to determine the hydraulic conductivity, which along with other data will assist in determining the groundwater flow rate.

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### Task No. 1: Slug Test

- A. Services:** Consultant will conduct slug tests in wells MW-1, EMW-C, and EMW-D to estimate the hydraulic conductivity of the completion interval by displacing water in the well using a slug rod and rapidly recording water levels as they recover. MW-1 and EMW-C are 1-inch diameter wells and EMW-D is a 0.75-inch diameter well. Consultant was not able to find a slug for rent or purchase that will fit in these small diameter wells. Therefore, Consultant will assemble a slug out of a small section of copper tubing filled with sand that will be used to perform the slug testing and measure the water level recovery using datalogging pressure transducers. Once the water level has re-equilibrated, a second test will be performed. Consultant will not be able to fit the slug alongside the transducer wire into well EMW-D that is 0.75-inch diameter and will instead perform slug testing at EMW-B. There is also a possibility that the transducer alone will not fit in EMW-D in which case Consultant will install the transducer in EMW-B.

Consultant will process and analyze the resulting data using appropriate curve matching or straight-line methods to calculate the hydraulic conductivity. The hydraulic conductivity will be used in conjunction with the hydraulic gradient to estimate the groundwater flow rate. Following data processing, Consultant will prepare a brief technical memorandum summarizing the results of the slug testing.

To evaluate the impact on the groundwater levels of the nearby slough Consultant will be installing a pressure transducer in the nearby slough to measure water level fluctuations. Consultant will prepare a health, safety, and environment plan for this activity that will provide safety procedures for working over open water.

**B. Deliverable:** Technical Memorandum

**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 28, 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 <sup>th</sup> 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
<b><u>Consultant's Contract Manager</u></b>				
Name: Kris Johnson, Practice Leader	Phone No.: (408) 220-9242			<u>X</u>
Address: 425 Lakeside Drive, Sunnyvale, California 94085	E-mail: <a href="mailto:kris_johnson@golder.com">kris_johnson@golder.com</a>			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
Mark Naugle, Senior Consultant	Project Management			<u>X</u>
Kevin Kimball, Project Geologist	Preparation, field work, and reporting			<u>X</u>
Dave Walter, Senior Technician	Field work			<u>X</u>
Steve Lofholm, Practice Leader	Technical Support			<u>X</u>

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	\$ 8,000
	<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	
	<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	
	<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 <b>not</b> 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:			\$
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):						<b>\$ 8,000</b>