

**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.: 32014 (GILES OC-000370)
- 2.** Approved Service Order No. 7
- 3.** Consultant's Name: Golder Associates Inc.
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- 4.** Project Name: Singleton Landfill Annual Groundwater Monitoring ("Project")
- 5.** Project Location: Singleton Road
- 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:	\$	730,452
b. Maximum Service Order Compensation for this Approved Service Order:	\$	17,121
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	713,331

- 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: \$17,121

Authorized Signature:

Date: _____

Karen Evans

Email: karen.evans@sanjoseca.gov

8. Division Analyst Approval:

Date: _____

Vivian Tran

Email: vivian.tran@sanjoseca.gov

9. Consultant Approval:

Date: _____

kris_johnson@golder.com

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:

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov

Date: _____

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 Grand brook Way.

Originally, the site was operated as two separate, but adjacent, disposal sites bisected by Singleton Road with the Singleton Disposal Grounds and City of San Jose Dump located north and south of Singleton Road, respectively. The San Jose dump was operated by the City as a sanitary landfill beginning in 1964 until filling operations ceased in 1978 and the Singleton Disposal Grounds was privately owned and operated until it was filled and purchased by the City in 1973. Since the City acquired the Singleton Disposal Ground, the two sites have been collectively referred to as the Singleton Road Landfill.

Fill disposed of at the site consisted concrete rubble, plant trimmings, and soil. Fill was placed in on the Coyote Creek flood plain and in areas of higher elevation where pits, approximately 20 to 40 feet deep, were excavated to make room for fill disposal. No hazardous wastes or liquid wastes were disposed of on the site. The Singleton landfill is currently covered with approximately five to 20 feet of soil.

With California Regional Water Quality Control Board (RWQCB) oversight, a quarterly groundwater monitoring program was initiated in 1986. The purpose of this work is to perform the annual groundwater sampling, testing and reporting as required in the Self-Monitoring Plan (SMP) of Waste Discharge RWQCB Order No. 95-057, issued by the RWQCB, San Francisco Bay Region.

Task No. 1: Groundwater Sampling

A. Services: Consultant will complete annual groundwater monitoring sampling by scheduling field technicians to collect the samples. The field technicians will:

- Measure the depth to groundwater in all 13 groundwater monitoring wells, including 10 shallow zone wells (G-3, G-5, G-6, G-7, G-8, G-10, G-11, G-20, G-22 and G-23) and three deep zone wells (G-4C, G-16 and G-19)
- Sample groundwater at 12 site wells (nine shallow and three deep) using disposable bailers and standard purge techniques
- Sample two surface water monitoring points as grab samples using disposable bailers along Coyote Creek (CU-1 and CU-2)

During sampling, the following parameters will be measured and/or assessed and recorded on field sheets:

- Purge volume removed;
- Elapsed evacuation time;
- pH;
- Electrical conductivity;
- Temperature;
- Liquid color;
- Turbidity; and
- Odor

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:

Task No. 2: Laboratory Analysis

A. Services: Consultant will have all the groundwater samples analyzed for the following parameters:

- Volatile organic compounds (VOCs) and methyl tert-butyl ether (MTBE) by 8260 for the 8010-constituent list;
- Total dissolved solids;
- Chloride;
- Nitrogen as nitrate;
- Total Kjeldahl nitrogen;
- Nitrogen as ammonia (not included in the SMP, but has been historically analyzed for);
- Total organic carbon;
- Dissolved arsenic, cadmium, chromium, and lead; and
- Dissolved mercury

B. Deliverable: Laboratory 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 15, 2022
 On or before:

Task No. 3: Reporting

A. Services: Consultant will prepare the annual monitoring report containing the information required by the SMP. The report will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, time-concentration graphs of data, statistical analyses, groundwater contour map, groundwater flow velocity, and an evaluation of field and laboratory QC data. In addition,

the report will include back-up data such as field data sheets, chain-of-custody documentation, and certified analytical report. Golder will incorporate information provided by City personnel to address other requirements of the SMP. This information includes site inspections and standard observations.

B. Deliverable: 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 30, 2022

On or before:

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."***

		Required to File Form 700?		
		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			<u>X</u>
Address: 425 Lakeside Drive, Sunnyvale, California 94085	E-mail: kris_johnson@golder.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Connor Brossart	Project Engineer			<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>
BC Labs (now Pace Analytical)	Laboratory Testing

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	\$ 6,223
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 3,322
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 7,576
	<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 4):						\$ 17,121