

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

- 1a.** Intentionally Omitted **1b.** AC Contract No.: 32009 (GILES OC-000373)
- 2.** Approved Service Order No. 1
- 3.** Consultant's Name: Kleinfelder, Inc.

- 4.** Project Name: Roberts Landfill Semi-Annual Groundwater and Methane Monitoring ("Project")
- 5.** Project Location: Roberts Avenue and Story 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.

- 7. Budget/Fiscal:**
- | | | |
|---|----|---------|
| a. Current unencumbered amount in Master Agreement: | \$ | 999,999 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 37,280 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 962,719 |
- 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: \$ 37,280

Authorized Signature: *Karen Y. Evans* Date: _____
Karen Evans (11/8/2021)
Email: karen.evans@sanjoseca.gov

8. Division Analyst Approval: *Mathew Chacko* Date: _____
Mathew Chacko (11/8/2021)
Email: mathew.chacko@sanjoseca.gov

9. Consultant Approval: *Robert Hornath* Date: _____
bhornath@kleinfelder.com (11/8/2021)
Email: bhornath@kleinfelder.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* Date: _____
Napp Fukuda (11/8/2021)
Email: napp.fukuda@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 Roberts Avenue Landfill is a former landfill that was operated by a private owner from 1957 to 1961 when the City of San José ("City") purchased the site. The City operated the landfill as a public municipal landfill until 1969 when it stopped accepting municipal waste. The landfill continued to accept organic materials such as tree trimmings and grass cuttings until its closure in 1979. In 2011, a parking lot was constructed on the former landfill to serve the adjacent Happy Hollow Park and Zoo. Various environmental investigations have been performed on the property since the late 1980s including installation of several groundwater monitoring wells. The purpose of this project is to perform routine groundwater monitoring and methane monitoring in accordance to the Waste Discharge Requirements of the State Regional Water Quality Control Board, Order No. R2-2010-0002 ("Order") and the guidance provided in the *Happy Hollow Park and Zoo – Parking Lot and Kiosk Buildings – Methane Barrier, Venting and Monitoring Systems Operations, Maintenance, and Monitoring Manual* (OM&M) prepared by URS Corporation (URS) and dated October 28, 2011 (URS, 2011).

Task No. 1: Initial Methane Monitoring Event

- A. Services:** Consultant will perform an initial evaluation of the methane monitoring system to assess if the methane system located in the Happy Hollow Zoo public restroom and kiosk structure can be properly calibrated or would need an outside vendor to repair the system. The calibration of the methane monitoring sensors will follow procedures outlined in the Tables 1 and 2 of the 2011 URS Operations, Maintenance and Monitoring (OM&M) (URS, 2011). This will be summarized in an email to the City.
- 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: November 30, 2021.
- On or before ____ Business Days from _____.

Task No. 2: Groundwater Monitoring

- A. Services:** Task 2 will consist of the following activities:

Pre-Field Activities and Project Management

Services to be performed under this task include:

- Project management and technical consultation to the City.
- Preparation of a Site-specific Health and Safety Plan to address Consultant's worker health and safety and contingency plans for emergencies which may arise, and to provide guidelines for personal protection equipment and safety procedures to be used by Consultant staff during

- field operations.
- Subcontractor procurement of analytical laboratory services and contract administration.
 - Providing verbal updates to the City regarding the project's progress and results, via participation in conference calls.
 - Participation in other conference calls and meetings with the City (and others, as required) on an as-needed basis.
 - Responding to the City's information requests.

Field Activities

Semi-annual groundwater monitoring field activities will be conducted simultaneously with Q4 2021 and the Q2 2022 methane monitoring field activities. Groundwater monitoring will include measurements of static groundwater level in all accessible monitoring wells and piezometers and the collection of groundwater samples from four Site monitoring wells: MW-5, MW-7, MW-8 and MW-9. Prior to sampling, three well volumes of groundwater will be removed by hand bailing or equivalent method until the groundwater is visually clear before development is stopped. If a well dewateres, the well will be sampled when sufficient groundwater has been allowed to recharge the well for sampling. Following the completion of purging, groundwater will be measured for the following field parameters:

- pH;
- Dissolved oxygen (downhole);
- Oxidation-reduction potential (ORP);
- Electrical conductivity (EC);
- Temperature;
- Liquid color;
- Turbidity; and
- Odor.

Four groundwater samples and a field duplicate sample for a total of five samples will be analyzed for the following parameters using United States Environmental Protection Agency (USEPA) Standard Methods:

- Total Petroleum Hydrocarbons (TPH) as gasoline (TPH-g) via USEPA Method 8260B or 8015M;
- TPH as diesel (TPH-d) and TPH as motor oil (TPH-mo) with and without Silica Gel Cleanup via USEPA Method 8015M (or equivalent);
- Volatile Organic Compounds (VOCs) via USEPA Method 8260B;
- Fuel oxygenates methyl tert-butyl ether (MTBE), tertiary amyl methyl ether (TAME), and tertbutylalcohol (TBA) via USEPA Method 8260B;
- Specific conductivity via USEPA Method 120.1;
- Alkalinity via 2320B;
- Total Dissolved Solids (TDS) via Method 2540C;
- Total Organic Carbon (TOC) via Method 5310B;
- Total Kjeldahl Nitrogen (TKN) via USEPA Method 351.2; and
- California Administrative Manual (CAM) 17 metals via 6010/7471 (field filtered).

Additionally, groundwater samples will be analyzed for chloramines; however, due to the short hold time allowed for the analysis, total and free chlorine will be field analyzed using appropriate Hach reagents and a calibrated Hach colorimeter.

Investigation-derived waste (IDW) will be temporarily stored on Site in Department of Transportation (DOT) approved 55-gallon drums pending disposal profiling analytical results. It is anticipated that one drum of wastewater will be generated during each of the two semi-annual groundwater monitoring events.

The monthly inspections and maintenance of the groundwater monitoring wells and landfill gas monitoring system and the periodic monitoring of the stormwater detention pond and for seepage around the landfill perimeter will continue to be completed by City of San José Environmental Services Department (ESD).

Reporting

Upon completion of the November 2021 groundwater semi-annual field event, a Semi-Annual Groundwater Monitoring Report will be prepared to document the sampling and analysis activities and be submitted to SFBRWQCB by January 31, 2022. A draft report will be submitted to the City for review 15 days prior to submittal to the SFBRWQCB.

Upon completion of groundwater and methane monitoring activities conducted during August through December 2021 and January through June 2022, a combined Annual Groundwater and Methane Monitoring Report will be prepared to document the sampling and analysis activities and submitted to SFBRWQCB by July 31, 2022. A draft report will be submitted to the City for their review 15 days prior to submittal to the SFBRWQCB.

B. Deliverable: Reports

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: January 15, 2022 for Semi-Annual Report and July 15, 2022 for Annual Report.
- On or before ____ Business Days from _____

Task No. 3: Methane Monitoring Events

A. Services: Consultant will perform semi-annual methane monitoring of the kiosk/restroom during the November 2021 and May 2022 groundwater sampling events. The monitoring will be performed to determine if the system is operating correctly.

B. Deliverable: Email Summary

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: November 30, 2021 and May 31, 2022.
- On or before ____ Business Days from _____.

Task No. 4: Survey

A. Services: Groundwater Wells MW-5, MW-7, MW-8 and MW-9 will be surveyed in for their vertical and horizontal coordinates by a California licensed surveyor.

B. Deliverable: Survey

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: November 30, 2021.

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: Robert Horwath, Senior Project Manager	Phone No.: (510) 409-8599			<u>X</u>
Address: 380 N. 1 st Street, Suite A, San Jose, CA 95112	Email: bhorwath@kleinfelder.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Curtis Conti, Professional	Field Manager/Reporting			<u>X</u>
Victoria Goldston, Professional	Reporting			<u>X</u>
Brandon Connelly, Senior Professional	Laboratory QA/QC – Data Management			<u>X</u>
Liz Simmons, Senior Principal Professional	Senior Reviewer			<u>X</u>

Sathya Prabu, Junior Professional	Reporting			X
Jeff Sala, Designer/Drafter	Graphics			X
Stephanie Sanchez, Administrator	Project Controls Specialist			X
Debra Williams, Administrator	Word Processor			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>
Blaine Tech	Groundwater Sampling
Kerr-Wright	Surveying
Enthalpy Analytical	Laboratory
Belshire Environmental Services	Waste Disposal

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 with 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	\$ 3,000
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	\$ 25,600
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	\$ 5,400
4	<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	\$ 3,280
	<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):				
		\$ 37,280		

Attachment D: Sub Consultant Schedule of Rates and Charges

Blaine Tech	
Description	Rate
Mobilization (1)	\$200
Collect water level measurements	\$24 per well
Purge and sample using standard methodology	\$175 per well
Provide disposable bailers	\$6 each
Provide Hach DR 890 Colorimeter	\$45 per half day
Provide YSI Multiparameter meter with 20m cable	\$75 per half day
Provide 0.45-micron Field Filters	\$25 per filter
Provide 55-gallon steel drum	\$75 each
Kerr-Wright	
Description	Rate
Two-man crew (includes all travel, equipment, and other supplies)	\$310 per hour
Admin staff	\$101 per hour
Project Manager	\$187 per hour
Belshire Environmental Services	
Description	Rate
Transportation & Disposal – Non-Hazardous	
Soil @ Soil Safe (55-gal)	\$135 per drum* **
Water @ DeMenno Kerdoon (55-gal)	\$135 per drum* **
Inert Concrete/Asphalt Debris (55-gal)	\$135 per drum* **
Drilling Mud @ Crosby & Overton or U.S. Ecology	\$250-\$270 per drum* **
Soil/Solids (PPE, Trash, Debris, etc.) @ U.S. Ecology	\$220 per drum* **
Associated Items	
Project Management & Profile Fee (applies to all projects)	\$150-\$1000 per project
Appointment Fee (if 1-hr appointment window is requested)	\$100 per event
Delivery of Empty Drums (Milkrun)	\$275-\$500 per trip
Empty "Used" Steel Drums (55-gal)	No Charge
E-Manifest Fee	\$10-\$95 per manifest**
Salvage/Overpack Disposal Surcharge (95-gal)	\$100 per drum**
Scrapping of Empty Steel Drums (55-gal)	\$25 per drum
Absorbent/Solidisorb (33 lb. Bag)	\$30 per bag
Onsite Time (transfer of waste)	\$110 per hour
Hand Pump (for liquid waste transfer)	\$21 each
Rivet Buster (cutting open drums in yard)	\$100 per day
FedEx Manifests (Standard Ground/Standard Overnight)	\$20-\$30 per package
Layover Fee (applies to all operations)	\$200-\$400 each
*Any drum removal event with <5 drums will be charges a \$100 site set-up fee (in addition to the per drum rate)	

****Rates are based on current disposal facility pricing, are subject to change if disposal facility rates increase**

Enthalpy Analytical		
Analysis	Method	Rate
Analytical Fee Schedule		
TPH-Gas	EPA 8015	\$42
TPH-Gas+BTXE	EPA 8015+8021	\$47
TPH-Diesel (+Motor Oil)	EPA 8015	\$47
Silica Gel Cleanup	EPA 3630	\$20
Volatile Organics	EPA 8260	\$75
Halogenated VOCs	EPA 8260	\$65
BTEX (+MTBE)	EPA 8260	\$65
BTEX (+MTBE)	EPA 8021	\$42
Semi-Volatile Organics	EPA 8270	\$165
PAHs	EPA 8270-SIM	\$125
1,4-Dioxane	EPA 8270-SUM	\$115
Phenols	EPA 8270	\$125
Organochlorine Pesticides	EPA 8081	\$90
PCB Aroclors	EPA 8082	\$70
PCB Aroclors w/Soxhlet Ext.	EPA 8082	\$115
Methanol + Ethanol	EPA 8015	\$85
Methane, Ethane, Ethene	RSK-175	\$85
Dioxins & Furans	EPA 8290/1613	\$550
2,3,7,8-TCDD only	EPA 8290/1613	\$375
PFAS (Legacy 24)	EPA 537 – Isotope Dlln	\$325
Soil Vapor & Ambient Air		
Volatile Organics	EPA TO-15	\$165
VOCs – Low Level	EPA TO-15 SIM	\$195
Fixed Gases (CO2, O2, CH4)	ASTM D1946	\$90
Helium	ASTM D1946	\$50
Gasoline Range Organics	EPA TO-3	\$75
C1 – C6 Hydrocarbons	EPA TO-3	\$90
1.4-L Canister Rental	Batch Certified	\$30
6-L Canister Rental	Batch Certified	\$40

6-L Canister Rental	Individual Cert.	\$75
Soil Gas Flow Controller	150-200 mL/min	\$35
Helium Shroud Rental	--	Quote
Ambient Air Flow Controller	--	\$35
Other Fees & Rush Surcharges		
Disposal Fee (Per Sample)	--	\$3
EDF	--	\$50
TerraCore Kit (3 + 1)	--	\$20
TerraCore Kit (5 + 1)	--	\$25
Encore Devices, each	--	\$10
Same-Day TAT	--	200%
One Business Day TAT	--	100%
Two Business Day TAT	--	75%
Three Business Day TAT	--	50%
5-7 Business Day TAT	--	Standard
Samples held without analysis	--	\$10
MIS	--	\$90
Title 22 Metals (CAM 17)	EPA 6010+7470/1	\$105
	EPA 6020+7470/1	\$130
Priority Pollutant 13	EPA 6010+7470/1	\$85
	EPA 6020+7470/1	\$110
RCRA 8 Metals	EPA 6010+7470/1	\$75
	EPA 6020+7470/1	\$90
LUFT 5 Metals	EPA 6010+7470/1	\$65
ICP or ICPMS Digestion	--	\$10
ICP Metals (each, plus digestion)	--	\$15
ICPMS Metals (each, plug digestion)	--	\$18
Filtration for Dissolved Metals	--	\$15
TCLP or STLC	Extraction Only	\$55
Mercury	EPA 7470/7471	\$30
Hexavalent Chromium	EPA 7196 Soil	\$45
Hexavalent Chromium	EPA 7196 Water	\$35
Hexavalent Chromium	EPA 7199 Water	\$85
General Chemistry		

Alkalinity	\$25
Ammonia Nitrogen	\$40
BOD	\$60
Bromide	\$25
COD	\$25
Chloride	\$25
Chloride, Residual	\$25
Conductivity	\$15
Cyanide	\$40
Ferrous Iron	\$30
MBAS (Surfactants)	\$55
Moisture (Soil)	\$15
Nitrate	\$25
Nitrite	\$25
Oil & Grease	\$60
Perchlorate	\$75
pH	\$10
Phosphorus (Total)	\$40
Phosphate (Ortho)	\$30
Phenolics	\$50
Sulfate	\$25
Sulfide	\$40
Total Organic Carbon (TOC)	\$45
TOC Walkly Black (Soil)	\$75
TKN	\$60
TDS	\$22
TSS	\$22
Air 10-day, Dioxins & PFAS 15-day LC-50 Bioassay	\$450