

**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.: 32009 (GILES OC-000373)
- 2.** Approved Service Order No. 4
- 3.** Consultant's Name: Kleinfelder, Inc. ("Consultant")
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- 4.** Project Name: Roberts Landfill Semi-Annual Groundwater and Methane Monitoring ("Project")
- 5.** Project Location: Roberts Avenue and Story Road, San Jose, 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:	\$	931,120
b. Maximum Service Order Compensation for this Approved Service Order:	\$	32,500
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	898,620

- 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: \$32,500

Authorized Signature:

Date: _____

Sanjay Krishnaswamy
Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 11/22/2022 GMT

8. Division Analyst Approval:

Date: _____

Sanjay Krishnaswamy
Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 11/22/2022 GMT

9. Consultant Approval:

Date: _____

Robert Horwath
Email: bhorwath@kleinfelder.com
Date: 11/21/2022 GMT

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: _____ Date: _____

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 11/22/2022 GMT

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: Pre-Field Activities and Project Management

A. Services: Consultant will perform the following activities:

- Project management and technical consultation to the City,
- Update the Site-specific Health and Safety Plan to address Consultant 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,
- Subconsultant 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.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: 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: July 31, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Field Activities

A. Services: Consultant will conduct three (3) methane monitoring events, in November 2022 (Q4 2022), February 2023 (Q1 2023) and May 2023 (Q2 2023). Semi-annual groundwater monitoring field activities will be conducted simultaneously with Q4 2022 and the Q2 2023 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 (4) 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 dewater, 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 (4) groundwater samples and a field duplicate sample for a total of five (5) 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 USPEA 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 tertbutyl alcohol (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 pending analytical results. It is anticipated that one (1) drum of wastewater will be generated during each of the two (2) 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).

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Laboratory 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: July 31, 2023.
 - On or before ____ Business Days from _____.

Task No. 3: Reporting

- A. Services:** Upon completion of the three (3) quarterly methane monitoring events, a brief summary email will be sent to the City describing the status of the methane sensors.

Upon completion of groundwater and methane monitoring activities conducted between July and December 2022, a Semi-Annual Groundwater and Methane Monitoring Report will be prepared to document ours and ESD's monitoring activities and be submitted to San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) by January 31, 2023. A draft report will be submitted to the City for their review 10 days prior to submittal to the SFBRWQCB.

Upon completion of groundwater and methane monitoring activities conducted between January and June 2023, an Annual Groundwater and Methane Monitoring Report will be prepared to document sampling and analysis activities and submitted to SFBRWQCB by July 31, 2023. A draft report will be submitted to the City for their review 10 days prior to submittal to the SFBRWQCB.

The final reports and laboratory data from both groundwater events will be uploaded to GeoTracker using existing well survey coordinates.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Emails and 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: July 31, 2023.
 - 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			X
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>	<u>Email:</u>		
1. Victoria Golston, Professional	Reporting	vgolston@kleinfelder.com		X
2. Curtis Conti, Professional	Methane monitoring, reporting	cconti@kleinfelder.com		X
3. Lauren Yarbrough, Professional	Reporting	lyarbrough@kleinfelder.com		X

4. LaMar Oakes, Professional	Reporting	loakes@kleinfelder.com			X
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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. McCampbell Analytical, Inc.	Lab Analysis
2. Blaine Tech Services	Groundwater Monitoring
3. Belshire Environmental Services, Inc.	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 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	\$3,900
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	\$14,400 (\$7,200/event)
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	\$14,200 (\$7,100/event)
	<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):						\$32,500

Attachment D: Sub Consultant Schedule of Rates and Charges

McC Campbell Analytical, Inc.		
Test Name	Test Method	Unit Price
Multi-Range (Large Volume- 4 +1 FD) TPH	SW8015m	\$85.00
SW8260B (VOCs- 4 + 1 FD + 1 TB)	SW8260B	\$85.00
SW8015B (TPH-d,mo-4 +1 FD)	SW8015B	\$71.00
E200.8 (CAM 17-4 +1 FD)	E200.8	\$105.00
E245.2 (Mercury-4 +1 FD)	E245.2	\$48.00
E120.1 (Specific Conductivity-4 +1 FD)	E120.1	\$17.00
SM2320B (Alkalinity-4 +1 FD)	SM2320 B	\$17.00
SM2540C (TDS-4 +1 FD)	SM2540 C-1997	\$20.00
SM5310Bm (TOC-4 +1 FD)	SM5310B	\$33.00
E351.2 (TKN-4 +1 FD)	E351.2	\$32.00
Blaine Tech Services		
Description	Rate	
Mobilization (1)	\$200.00	
Collect water level measurements	\$24.00 per well	
Purge and sample using standard methodology	\$175.00 per well	
Provide disposable bailers	\$6.00 each	
Provide Hach DR 890 Colorimeter	\$45.00 per half day	
Provide YSI Multiparameter meter with 20m cable	\$75.00 per half day	
Provide 0.45-micron Field Filters	\$25.00 per filter	
Provide 55-gallon steel drum	\$75.00 each	
Belshire Environmental Services, Inc.		
Description	Rate	
Transportation & Disposal Services – Roberts Landfill Q4 2022		
Transportation & Disposal Non-Hazardous Water	\$160.00 per drum	
Stop Fee (<5 drums) – Per mob – split with Martin Park	\$115.00	
Project Management & Profile Fee	\$150.00	
Fuel Surcharge – Minimum \$55 - split	\$55.00	
Mailing/Shipping Fee (FedEx Ground)	\$20.00	
Transportation & Disposal Services – Martin Park Q4 2022 (@ Happy Hollow Zoo)		
Transportation & Disposal Non-Hazardous Water	\$160.00 per drum	
Stop Fee (<5 drums) – Per mob – split with Roberts Landfill	\$115.00	
Project Management & Profile Fee	\$150.00	
Fuel Surcharge – Minimum \$55 – split	\$55.00	
Mailing/Shipping Fee (FedEx Ground) – Return envelope	\$20.00	
Transportation & Disposal Services – Roberts Landfill Q2 2023		
Transportation & Disposal Non-Hazardous Water	\$160.00 per drum	

Stop Fee (<5 drums) – Split with Martin Park	\$115.00
Project Management & Profile Fee	\$150.00
Fuel Surcharge – Minimum \$55 - split	\$55.00
Transportation & Disposal Services – Martin Park Q2 2023 (@ Happy Hollow Zoo)	
Transportation & Disposal Non-Hazardous Water	\$160.00 per drum
Stop Fee (<5 drums) – Split with Roberts Landfill	\$115.00
Project Management & Profile Fee	\$150.00
Fuel Surcharge – Minimum \$55 - split	\$55.00