

**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.: 32699
- 2.** Approved Service Order No. 2
- 3.** Consultant's Name: David Keith Todd, Consulting Engineers, Inc. DBA Todd Groundwater ("Consultant")
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- 4.** Project Name: Groundwater Management and Mitigation Program ("Project")
- 5.** Project Location: Various locations in San Jose
- 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: | \$ | 290,076.00 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 29,764.00 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 260,312.00 |

- 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: 570 Appn: 0762 RC: 600463 Amount: \$29,764

Authorized Signature: _____

Date: _____

Beverly Owens

Email: beverly.owens@sanjoseca.gov
Date: 02/28/2023 GMT

- 8. Division Analyst Approval:**

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 02/28/2023 GMT

- 9. Consultant Approval:**

Iris Priestaf

Email: ipriestaf@toddgroundwater.com
Date: 02/28/2023 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: _____

(Sr.) Deputy City Attorney

11. City Director Approval:

Henry Louie

Email: henry.louie@sanjoseca.gov
Date: 03/01/2023 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: Groundwater data analysis and interpretation of City's Groundwater Monitoring 2023 sampling results and preparation of the annual monitoring report for 2023.

Task No. 1: Data Evaluation and 2023 Groundwater Monitoring Report

A. **Services:**

Evaluate City's 2023 groundwater sampling results. Laboratory data shall be reviewed for quality assurance/quality control (QA/QC) and total cation-anions and balance errors shall be calculated to ensure adequate data quality. Concentration trend diagram for each of the Primary Constituents of Concern (PCOCs, i.e. Nitrate and TDS) and Secondary Constituents of Concerns (SCOCs, i.e. Alkalinity, Calcium, Chloride, Magnesium, Potassium, Sodium and Sulfate) for the period 1997-2023 shall be updated with the 2023 analytical data for all wells. Based on the concentration trends, Piper Diagram, Schoeller (water source) diagram, and Brine Differentiation shall be plotted to evaluate the potential impacts of South Bay Water Recycling (SBWR) recycled water irrigation on groundwater quality. Similar to the 2022 evaluation, additional analyses of the latest Solari Park well sampling results will be conducted including geochemical trend evaluations to assess potential concentration uptrends. The laboratory results for the 2023 monitoring results will be provided to Consultant by the City. City's existing SBWR groundwater database shall be updated by the Consultant with 2023 data.

B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager:

1. A report including data analysis, results and interpretation, and discussion on how the recent data fits into overall assessment of impacts of irrigation with recycled water on the groundwater quality. The report should include the updated charts and concentration tables. Provide the City with the .PDF and Word version of the report.
2. Updated Groundwater Database.

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: December 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: Jindan Li	Phone No.: 408-277-2558
Department: ESD	Email: Jindan.li@sanjoseca.gov
Address: 3025 Tuers Rd. San Jose, CA 95121	

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: Daniel Craig	Phone No.: 510-747-6920			X
Address: 2490 Mariner Square Loop, Suite 215 Alameda, CA 94501- 1080	Email: DCraig@todddgroundwater.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Bill Motzer	Senior Geochemist	BMotzer@todddgroundwater.com		
2. Arden Wells	Associate Hydrologist	Awells@todddgroundwater.com		
3. Nicole Grimm	Staff Hydrogeologist	ngrimm@todddgroundwater.com		

4. Michael Wottrich	Drafting	MWottrich@toddgroundwater.com			X
5. Cynthia Obuchi	Administrative	cobuchi@toddgroundwater.com			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>
1.	
2.	
3.	

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	\$29,764.00
	<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 <i>not</i> 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):						\$29,764.00