

Master City of San José Consultant Agreement

(Non-Capital Projects)

This Master Agreement is between the City of San José, a municipal corporation (“City”), and Kleinfelder, Inc., a California corporation (“Consultant”).

This Master Agreement is made and entered into this ___ day of _____ 2021 (“Contract Date”)

THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 General:** The Consultant will provide professional consulting services to the City on an as-needed basis pursuant to individual service orders issued in accordance with the terms and conditions of this Master Agreement. The type of professional consulting services the Consultant will provide can be described generally as: consulting services to conduct environmental assessments, investigations, and remediation services
- 1.2 Exhibits:** This Master Agreement consists of this agreement form, all Approved Service Orders (defined in Subsection 3.2 below), and the following exhibits, which are incorporated herein by reference:
- Exhibit A:** Approved Service Order Form
 - Exhibit B:** Schedule of Rates and Charges
 - Exhibit C:** Insurance Requirements
 - Exhibit D:** Schedule of Specific Services
- 1.3 Director:** “Director” means the Director of Environmental Services or the Director’s designee.
- 1.4 Business Days:** “Business Day” and “Business Days” means the day(s) on which City Hall is open to conduct regular business with the public.
- 1.5 Entire Agreement:** This Master Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.
- 1.6 Amendments:** This Master Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

The term of this Master Agreement is from the Contract Date to June 30, 2025 inclusive, unless terminated earlier pursuant to Section 19 below.

3. SERVICE ORDERS

- 3.1 General:** The Consultant will provide professional services to the City as set forth in **Exhibit D** and as further described pursuant to individual service orders. Each service order will describe the services and deliverables (collectively “Work”) the Consultant must provide the time limit within which the Consultant must complete the Work and the compensation for the Work.

- 3.2 Approved Service Order:** The City will not compensate the Consultant for any Work until the Director has executed the service order for such Work (“Approved Service Order”).
- 3.3 Obligation to Issue:** The City has no obligation to issue any Approved Service Orders under this Master Agreement. The City may issue any number of Approved Service Orders provided that the sum of the maximum compensation of all Approved Service Orders cannot exceed the Maximum Total Compensation (defined in Subsection 10.1 below).
- 3.4 Preparation:** Each Approved Service Order will be in substantially the form specified in **Exhibit A**. Subject to the terms and conditions of this Master Agreement, the Consultant and the City will negotiate the specific requirements of each Approved Service Order.
- 3.4.1 Director’s Request to Prepare Proposal:** The Director will request the Consultant to prepare a written service order proposal. The Director will either request the Consultant to include a draft scope of Work in its proposal, or provide the Consultant with a draft scope of Work upon which the Consultant must base its proposal.
- 3.4.2 Meeting/Site Inspection:** As part of the Director’s request for the Consultant to prepare a service order proposal, the Director may require the Consultant to meet to discuss the scope and location of the Work, the schedule of performance, and any other relevant details.
- 3.4.3 Consultant Proposal:** The Consultant will prepare a written service order proposal in accordance with the Director’s request. The Consultant will provide the proposal in both paper and electronic form. The proposal must include, but is not limited to, the following:
- The proposed scope of Work;
 - The name and assignment of each of Consultant’s professional employees who will be principally responsible for performing the Work;
 - The names of any subconsultants the Consultant would use and the portion of Work they would perform;
 - A time schedule and cost for providing the Work; and
 - Any other information requested by the Director.
- 3.4.4 Final Service Order:** Once the Consultant and the Director agree on the terms and conditions of the proposed service order, the City will prepare the final service order.
- 3.5 Incorporation of Terms and Conditions:** Each Approved Service Order incorporates the terms and conditions of this Master Agreement, and becomes a part of this Master Agreement.
- 3.5.1 No Conflicts:** An Approved Service Order must be consistent with, and cannot alter the terms and conditions of this Master Agreement.
- 3.5.2 Agreement Controls:** The terms and conditions of this Master Agreement control over the terms and conditions contained in an Approved Service Order – even if the Approved Service Order expressly states that it is intended to control. Any conflicting terms and conditions in an Approved Service Order are invalid and unenforceable.
- 3.6 Performance:** Subject to Subsection 3.5 above, the Consultant must perform the Work in accordance with the specific requirements of the Approved Service Order. The Consultant must

coordinate and cooperate with City staff, consultants and contractors in performing the Work, and must perform the Work to the Director's satisfaction.

4. INTENTIONALLY OMITTED

5. CITY'S CONTRACT MANAGER

Attachment B of each Approved Service Order will identify the City's contract manager. The City can change its contract manager by providing the Consultant with written notice.

6. CONSULTANT'S STAFFING

6.1 Consultant's Contract Manager and Other Staffing: Attachment B of each Approved Service Order will identify the following:

- The Consultant's contract manager, and
- The Consultant(s) and/or employee(s) of the Consultant *principally responsible* for providing the Work.

Attachment B will also indicate whether any of the identified persons are required to file a Statement of Economic Interests, Form 700 ("Form 700"), provided that the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City. Anyone required to file a Form 700 must do so in accordance with the requirements of Subsection 17.2 below.

6.2 Contract Manager's Authority: The Consultant's contract manager must be authorized to act on behalf of the Consultant for purposes of decisions regarding the Approved Service Order.

6.3 Staffing Changes: The Director's prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in Attachment B of an Approved Service Order.

7. USE OF SUBCONSULTANTS

7.1 Authority to Use: Attachment B of each Approved Service Order will state whether or not the Consultant can use subconsultants to provide any part of the Work. If Attachment B does not authorize the Consultant to use subconsultants, then the Director's prior written approval is required for the Consultant to use a subconsultant to perform any part of the Work.

7.2 Use of Subconsultants: If Attachment B of an Approved Service Order authorizes the use of one or more subconsultants, then it will identify the name of each such subconsultant and the portion of Work each such subconsultant will perform. The Director's prior written consent is required for the Consultant to remove, replace or add to the subconsultants identified in Attachment B.

7.3 Subconsultant Work: The Consultant warrants all services and deliverables provided by any subconsultant it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the Work.

8. INDEPENDENT CONTRACTOR

8.1 General: The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City, and does not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim

it may have to any such rights.

- 8.2 Subcontractors:** As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Master Agreement and/or any Approved Service Order (collectively "Subcontractors"). Subject to the requirements of Section 7 above, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Master Agreement.
- 8.3 Indemnity:** The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Consultant represents that it will only perform Work for which it possesses all necessary training, licenses and permits. The Consultant represents that its performance of all such Work will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

- 10.1 Maximum Compensation:** There is a maximum compensation for this Agreement and a separate maximum compensation for each Approved Service Order.
- 10.1.1 Maximum Total Compensation – Agreement:** The maximum *total, aggregate* compensation the City will pay the Consultant for all professional fees, costs and expenses for all Approved Service Orders issued under this Master Agreement shall not exceed **\$1,000,000** ("Maximum Total Compensation").
- 10.1.2 Maximum Compensation – Service Order:** The cover page of each Approved Service Order will specify the maximum amount payable to the Consultant for all professional fees, costs and expenses related to the Consultant providing the Work ("Maximum Service Order Compensation"). The Consultant shall complete all Work required by the Approved Service Order for no more than the Maximum Service Order Compensation.
- 10.2 Exhibit B – Schedule of Rates and Charges:** Exhibit B sets forth a schedule of the Consultant's rates and charges ("Schedule of Rates and Charges") that applies to any services provided in an Approved Task Order on a time and materials basis. The Schedule of Rates and Charges is subject to the following requirements:
- 10.2.1 Premium Pay:** "Premium Pay" is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay the Consultant Premium Pay.
- 10.2.2 No Increases:** The City will not increase the Schedule of Rates and Charges during the Master Agreement term.
- 10.2.3 Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.
- 10.3 Compensation Table:** Attachment C of each Approved Service Order is a compensation table setting forth the manner in which the City will pay the Maximum Service Order Compensation ("Compensation Table"). Each Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.

10.4 Compensation Table – Part 1: Part 1 of the Compensation Table addresses compensation for the various tasks performed in accordance with the Approved Service Order. The following terms and conditions apply to Part 1 of the Compensation Table.

10.4.1 Task Numbers (Column 1): Column 1 sets forth the task number(s) for which the City will compensate the Consultant. Each task number corresponds to the same task number in Attachment A of the Approved Service Order. If a task number included in Attachment A is not included in the Compensation Table, then the City will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.

10.4.2 Basis of Compensation (Column 2): Column 2 identifies whether the City will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee (lump-sum) basis.

10.4.3 Invoice Period (Column 3): Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the City by the 10th Business Day of each month for Work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the Director within 20 Business Days following completion of the task(s) to the Director's satisfaction. If invoicing is upon the completion of all Work, the Consultant must submit its invoice to the Director within 20 Business Days following completion of all Work to the Director's satisfaction.

10.4.3.1 Invoice: Each invoice must include sufficient information and supporting documents to establish to the Director's satisfaction that the Consultant is entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the Director's approval of such undisputed amount.

10.4.3.2 Invoices Based on Time and Materials: If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the Work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the Work completed during the invoice period. The City will compensate the Consultant in accordance with the Schedule of Rates and Charges attached to this Master Agreement as **Exhibit B**.

10.4.3.3 Monthly Invoices Based on Fixed Fee: If the Consultant invoices monthly for a "fixed fee," then the Consultant will base its monthly invoice on the percentage of Work completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.

10.4.4 Compensation (Column 4): Column 4 sets forth the total compensation the City will pay the Consultant for completing the task(s).

10.4.4.1 Time & Materials: If time and materials is the basis of compensation, then the amount in Column 4 is a "not-to-exceed" or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the Director (in the Director's sole

discretion) **may** use the cost savings to increase the budget of another task. The Director must authorize such reallocation of cost savings in writing.

10.4.4.2 Fixed Fee: If “fixed fee” is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.

10.5 Compensation Table – Part 2: Part 2 of the Compensation Table indicates whether or not the City will reimburse the Consultant separately for expenses incurred in providing the Work. The following terms and conditions apply if the City reimburses the Consultant separately for expenses.

10.5.1 Subconsultants: The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 below addresses payment for the cost of subconsultants.

10.5.2 Maximum Amount of Reimbursable Expenses: The City will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Consultant incurs in excess of the stated maximum are at no cost to the City.

10.5.3 Expenses That Are Reimbursable: Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City’s contract manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	With the written pre-authorization of the City’s contract manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any expenses expressly identified as being reimbursable in the Schedule of Rates and Charges or in an Approved Service Order.	As specified, not to exceed 10%

10.6 Compensation Table – Part 3: Part 3 indicates whether the City will compensate the Consultant separately for subconsultant costs incurred in providing any part of the Work. If the City will

compensate the Consultant for subconsultant costs, the City will do so in accordance with the following terms and conditions.

10.6.1 Actual Costs: The Consultant can invoice the City for no more than the actual cost of each subconsultant plus a specified markup not to exceed 5 percent.

10.6.2 Schedule of Rates and Charges: Any subconsultant rates and charges set forth in the Schedule of Rates and Charges must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Consultant in accordance with those rates and charges.

10.6.3 Maximum Amount: For each Approved Service Order, the City will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Consultant incurs in excess of the specified maximum amount are at no cost to the City.

10.7 Intentionally Omitted.

10.8 Tax Forms Required: The following are conditions on the City's obligation to process any payment under the Master Agreement or any Approved Service Order:

10.8.1 U.S. Based Person or Entity: If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

10.8.2 Non-U.S. Based Person or Entity: If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

11. INDEMNIFICATION

11.1 Obligation: The Consultant shall defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:

- The Consultant's negligent performance of all or any part of the services or deliverables provided pursuant to an Approved Service Order; or
- Any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its Subcontractors, anyone directly or indirectly employed by either the Consultant or any of its Subcontractors, or anyone that they control; or
- Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any services, deliverables or other items provided by the Consultant pursuant to an Approved Service Order; or
- Any breach of this Master Agreement.

- 11.2 Limitation on Obligation:** The obligation in Subsection 11.1 above does not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.
- 11.3 Duty to Defend:** The Consultant's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.
- 11.4 Insurance:** The City's acceptance of any insurance in accordance with Section 12 below does not relieve the Consultant from its obligations under this Section 11. The Consultant's obligations under this Section 11 apply whether or not the insurance required by the Master Agreement covers any damages or claims for damages.
- 11.5 Survival:** The Consultant's obligations under this Section 11 survive the expiration or earlier termination of the Master Agreement.

12. INSURANCE REQUIREMENTS

- 12.1 General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Master Agreement term.
- 12.2 Documentation:** Before performing any services, the Consultant must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.
- 12.3 Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

13. OWNERSHIP OF WORK PRODUCT

- 13.1 Ownership:** The City owns all rights in and to any of the following types of work product (including electronic equivalents) without restriction or limitation upon their use immediately when and as created by the Consultant or any other person engaged directly or indirectly by Consultant to perform Consultant's services pursuant to an Approved Service Order: reports, drawings, plans, specifications, data, software, models, documents or other materials developed or discovered (collectively "Work Product").
- 13.2 Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the City all copyrights to such works when and as created.
- 13.3 Intentionally Omitted**
- 13.4 Consultant's Reuse:** With the Director's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

- 14.1 Prohibition:** Except as authorized by the Director or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing any Work.
- 14.2 Notification:** The Consultant will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.
- 14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures by and between the Consultant and its Subcontractors that are needed to perform any Work.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Master Agreement.

15. AUDIT/INSPECTION OF RECORDS

- 15.1 Retention Period:** The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Consultant under this Master Agreement or for any longer period required by law:
- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the City; and
 - All Work Product and other records evidencing Consultant's performance.
- 15.2 Producing Records:** At any time during the Master Agreement term or during the period of time that the Consultant is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the City.
- 15.3 State Auditor:** In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Master Agreement if the compensation of the Maximum Total Compensation exceeds \$10,000.

16. NONDISCRIMINATION/NON-PREFERENCE

- 16.1 Prohibition:** The Consultant shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.
- 16.2 Intentionally Omitted**
- 16.3 Subcontracts:** The Consultant shall include the above Subsection 16.1 in each subcontract that it enters into in furtherance of this Master Agreement.

17. CONFLICT OF INTEREST

17.1 General: The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Master Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Master Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Master Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

17.2 Filing Form 700: In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Consultant shall cause each person performing services under this Master Agreement, and identified in Attachment B of an Approved Service Order as having to file a Form 700 to do each of the following:

- Disclose the categories of economic interests in Form 700 as required by the Director;
- Complete and file the Form 700 no later than 30 calendar days after the date the person begins performing services under the Approved Service Order and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and
- File the original Form 700 with the City's Clerk with a copy submitted to the Director.

17.3 Future Services: The Consultant acknowledges each of the following with regard to performing future services for the City:

- The Consultant's performance of Work in an Approved Service Order may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly when the Work in an Approved Service Order comprises one element or aspect of a multi-phase process or project;
- Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Consultant from performing or participating in the performance of such future services; and
- The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing Work in an Approved Service Order might have on its ability to obtain contracts to perform future services.

17.4 Violations: The Consultant's violation of Subsections 17.1 or 17.2 above is a material breach.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

18.1 General: The Consultant shall perform its obligations under this Master Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water: The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>. Environmental procurement policies and activities related to the completion of any Work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of energy-star compliant equipment;
- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

19. TERMINATION

19.1 For Convenience: The Director may terminate this Master Agreement and/or any Approved Service Order(s) at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.

19.2 For Cause: The Director may terminate this Master Agreement and/or any Approved Service Order(s) immediately upon written notice for any material breach by the Consultant. If the Director terminates the Master Agreement and/or any Approved Service Order(s) for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.

19.3 Delivery of Work: If the Director terminates the Master Agreement and/or any Approved Service Order(s) – whether for convenience or for cause – the Director has the option of requiring the Consultant to provide to the City any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.

- 19.4 Compensation:** The City will pay the Consultant the reasonable value of Work satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For Work to be "satisfactorily rendered," the Director must determine that the Consultant provided the Work in accordance with the terms and conditions of this Master Agreement and/or any applicable Approved Service Order. The Director will determine the reasonable value of satisfactorily rendered Work based on the Schedule of Rates and Charges and the Compensation Table attached to the appropriate Approved Service Order.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Master Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally serviced is effective when personally delivered. A notice or other communication that is mailed is effective 3 Business Days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding a specific Approved Service Order must be given to the individuals identified in the Approved Service Order. All notices and other communications between the parties regarding the Master Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Environmental Services Department
Attn: Geoffrey Blair
200 E. Santa Clara Street,
San Jose, CA 95113
408-975-2576
Geoffrey.blair@sanjoseca.gov

To the Consultant: Kleinfelder, Inc.
Attn: Thomas Minter
550 W. C Street, Suite 1200,
San Diego, CA 92101
831-755-7900
tminter@kleinfelder.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Master Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The Consultant represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift

prohibited by Chapter 12.08. The Consultant's violation of this Subsection 21.1 is a material breach.

- 21.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 21.2 is a material breach.
- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Master Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Master Agreement.
- 21.5 Compliance with Laws:** The Consultant shall perform all services consistent with all applicable federal, state and local laws, ordinances, codes and regulations. This obligation is not limited in any way by the Consultant's obligation to comply with any specific law, ordinance, code or regulation set forth elsewhere in this Master Agreement.
- 21.6 Business Tax:** The Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Master Agreement term.
- 21.7 Assignability:** Except to the extent this Master Agreement authorizes the Consultant to use Subcontractors, the Consultant shall not assign any part of this Master Agreement without the Director's prior written consent. The Director, at the Director's discretion, may terminate this Master Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the construction and enforcement of this Master Agreement.
- 21.9 Disputes:** Any litigation resulting from this Master Agreement will be filed in and resolved by a federal or state court in California.
- 21.10 Survival of Provisions:** If a court finds any part of this Master Agreement unenforceable, all other parts shall remain enforceable.
- 21.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.

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IN WITNESS WHEREOF, the City and Consultant have caused this Master Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Consultant must make one of the following representations by placing its initials in the space provided. **The City will not process the Master Agreement unless the Consultant has initialed one of the provisions.**

_____ The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Subsection 20.3 of this Master Agreement.

Or

_____ If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.8 of this Master Agreement.

City of San José

Consultant

By _____
Toni J. Taber, CMC
City Clerk
Date

By _____
Thomas G. Minter
Vice President
Date

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

Approved as to Form:

By _____
Deborah Butera
Corporate Secretary
Date

Colleen D. Winchester
Sr. Deputy City Attorney
Date

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

Cover Page

-
- 1a. Intentionally Omitted
- 1b. AC Contract No.: [Insert AC No.]
2. Approved Service Order No. [Insert Number]
3. Consultant's Name: [Insert Consultant's Legal Name as it Appears on the Master Agreement]
-
4. Project Name: [Insert Name of Project for which Consultant will provide services] ("Project")
5. Project Location: [Insert the location of the Project, if applicable]
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), and Exhibit "D" (Schedule of Specific Services) which are incorporated herein by references.
-

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

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: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature: _____ Date: _____

8. **Division Analyst Approval:** _____ Date: _____
9. **Consultant Approval:** _____ Date: _____
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: _____
-

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: [Insert a general project description to provide context for the tasks.]

Task No. 1: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: _____.
 - On or before ____ Business Days from _____.

Task No. 2: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: _____.
 - On or before ____ Business Days from _____.

Task No. 3: [Insert title of deliverable.]

- A. **Services:** [Insert a description of the services required to perform or develop the deliverable. See the instructions for a sample list of questions that should be answered by the description.]
- B. **Deliverable:** [Insert a description of the deliverable.]
- C. **Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
 - On or before the following date: _____.
 - 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:	Phone No.:
Department:	E-mail:
Address:	

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>Consultant's Contract Manager</u>		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
Name:	Phone No.:			
Address:	E-mail:			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				

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
	<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 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 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):			\$

Exhibit B: Schedule of Rates and Charges

(Non-Capital Projects)

Consultant agrees to maintain the rates listed below for the full term of this Agreement.

Kleinfelder, Inc.

Classification	Hourly Rate
Professional	\$140
Staff Professional	\$150
Project Professional	\$180
Project Manager	\$185
Senior Professional	\$190
Senior Project Manager	\$205
Principal Professional	\$210
Senior Principal Professional	\$230
Administrator	\$90
Technician/Special Inspector (Prevailing Wage)	\$125
Technician/Special Inspector (Non-prevailing Wage)	\$100
Designer/Drafter	\$125

Classification	Rate
Environmental Sampling and Testing Equipment	
Soil and Water	
2" Ground Pump and Controller (Per Day)	\$130 per day
3" Submersible Pump (Per Day)	\$100 per day
4 Channel Datalogger & Transdcr (Per Day)	\$210 per day
Acoustic Water Level Indicator (Per Day)	\$145 per day
HACH Alkalinity Test Kit	\$10.50 each
Aquistar Datalogger/2 Channel (Per Month)	\$1975 each
Aquistar Datalogger/2 Channel (Per Week)	\$400 each
Aquistar Datalogger/2 Channel (Per Day)	\$63 each
Bailers – 1.6"	\$5.25 each
Bailers – 3"	\$10.50 each
Bailers (Per Day)	\$56 each
2 X 6 Brass Tubes	\$10 each

CO ₂ / O ₂ Meter (Per Day)	\$56 each
Combo Meter (Per Day)	\$105 each
Combo Meter (Half Day)	\$40 each
Combo Meter (Per Month)	\$1260 each
Combo Meter (Per Week)	\$285 each
Combo Meter (Per Hour)	\$21 each
Conduct Based Water Level Indicator (Per Day)	\$63 each
Conductivity/PH/Temp Monitor (Per Week)	\$115 each
Conductivity/PH/Temp Monitor (Per Day)	\$63 each
Dissolved Oxygen Meter (Half Day)	\$18.50 each
Dissolved Oxygen Meter (Per Hour)	\$7.50 each
Dissolved Oxygen Meter (Per Month)	\$370 each
Dissolved Oxygen Meter (Per Day)	\$62 each
Dissolved Oxygen Meter (Per Week)	\$230 each
Groundwater/Liquid Sampling (Half Day)	\$86 each
2" Ground Pump and Controller (Half Day)	\$39 each
Grundfos Rediflo Pump (Per Day)	\$160 each
Groundwater Depression Pump (Per Month)	\$1190 each
Groundwater Sampling Trailer (Per Day)	\$665 each
Groundwater Samp Truck/Trailer (Per Hour)	\$93 each
HORIBA Water Quality Meter (Per Day)	\$105 each
HYDAC Water Quality Meter (Per Day)	\$26 each
HYDAC Water Quality Meter (Half Day)	\$13 each
Interface Probe (Per Day)	\$86 each
Interface Probe (Half Day)	\$21 each
Interface Probe (Per Hour)	\$10.50 each
Interface Probe (Per Month)	\$620 each
Interface Probe (Per Week)	\$235 each
Micropurge Backpack (Per Day)	\$105 each
Peristaltic Pump (Per Week)	\$160 each
Peristaltic Pump (Per Day)	\$93 each
Peristaltic Pump (Per Hour)	\$21 each
Peristaltic Pump (Per Month)	\$750 each
PH Meter (Per Day)	\$31 each

Purge Pump (Per Day)	\$38 each
Micro Purge Bladder Bump (Per Day)	\$105 each
QED Filters	\$25 each
Poly Bladders Used with MP-SP	\$26 each
Submersible GW Pump, Daily	\$133 each
Submersible GW Pump (Per Month)	\$1100 each
Submersible GW Pump (Per Week)	\$400 each
3" Submersible Pump (Per Hour)	\$26 each
HACH Sulfate Test Kit	\$26 each
Surface Soil Sampling Equip. (Per Day)	\$130 each
Turbidity Meter (Per Day)	\$50 each
Water Level Meter	\$40 each
Water Level Meter (Half Day)	\$37 each
Water Qual Meter PH, EC, T, DO, TR (Per Day)	\$115 each
Domestic Wells Sample Kit	\$160 each
Waterra Pump (Gas) (Per Day)	\$230 each
Well Purge Tubing (Per Foot)	\$0.70 each
Water Level Pressure Transducer (Per Day)	\$35 each
Water Level Pressure Transducer (Per Hour)	\$10.50 each
Water Level Pressure Transducer (Per Month)	\$925 each
Water Level Pressure Transducer (Per Week)	\$230 each
Air and Gas	
Calibration Gas (Per Day)	\$10 each
Combustible Gas Analyzer (Per Day)	\$75 each
Combustible Gas Analyzer (Per Month)	\$800 each
Combustible Gas Analyzer (Per Week)	\$260 each
Drager Hand Pump (Per Day)	\$7 each
Explosimeter	\$26 each
Flame Ionization Detector (Per Day)	\$75 each
Flame Ion Detector (Per Month)	\$1080 each
Flame Ion Detector (Per Week)	\$370 each
Gas Chromatograph (Per Day)	\$200 each
Air Flow Meter by TSE (Per Day)	\$58 each
Hi-Volume Air Sampler (Per Day)	\$93 each

Landfill Gas Flare (Per Week)	\$1215 each
Landfill Meter (Per Day)	\$230 each
Lantec GA-90 Gas Analyzer (Per Day)	\$200 each
LEL/O2/H2S/CO Monitor (Half Day)	\$26 each
LEL/O2/H2S/CO Monitor (Per Hour)	\$10.50 each
LEL/O2/H2S/CO Monitor (Per Month)	\$695 each
LEL/O2/H2S/CO Monitor (Per Week)	\$525 each
LEL/O2/H2S/CO Monitor (Per Day)	\$165 each
Organic Vapor ANA STR CH REC (Per Day)	\$265 each
Org. Vapor Analyzer/Photoion Detector (Per Day)	\$230 each
Org. Vapor Analyzer/Photoion Detector (Per Month)	\$2440 each
Org. Vapor Analyzer/Photoion Detector (Per Week)	\$700 each
Photo Ionization Detector (Per Day)	\$200 each
Photo Ionization Detector (Half Day)	\$31 each
Photo Ionization Detector (Per Hour)	\$21 each
Photo Ionization Detector (Per Month)	\$1375 each
Photo Ionization Detector (Per Week)	\$420 each
Soil Vapor Probe Equipment (Per Day)	\$465 each
Summa Manifold (Per Day)	\$17.50 each
Tedlar Bag	\$17.50 each
Vacuum Pump (Per Day)	\$38 each
Air Velocity Meter (Per Day)	\$46 each
Monitoring Well Installation	
2" x 10' PVC Blank	\$58 each
2" x 10' PVC Screen	\$58 each
2" x 5' PVC Blank	\$13 each
2" x 5' PVC Screen	\$22 each
4" Snap Caps	\$10.50 each
4" x 4" x 5' Monument	\$140 each
7" Well Manhole Cover	\$52 each
8" Diameter Well Boxes	\$92 each
Bentonite Pellets 50# Bucket 2	\$145 each
Casing PVC Plug 2"	\$19 each
Casing PVC Plug 4"	\$31 each

Locking Steel Well Cover	\$115 each
Well Development Tool (Per Day)	\$75 each
Well Screen or Riser Pipe (1") (Per 5')	\$17.50 each
Health and Safety	
Latex Gloves (Per Box)	\$35 each
Nitrile Gloves (Per Pair)	\$1.05 each
Organic Vapor Cartridges (Per Set)	\$19 each
OSHA/NIOSH Air Sampling (Per Day)	\$17.50 each
Pump for OSHA/NIOSH Air Sampling (Per Day)	\$35 each
Respirator Cartridges (Per Pair)	\$13 each
Portacount Respirator Fit Tester (Per Day)	\$110 each
Tyvek Suits	\$19 each
Level B Protection (Per Day)	\$315 per day
Level C Protection (Per Day)	\$200 per day
Level D Protection (Per Day)	\$57 per day
Limited Level D Protection (Per Day)	\$45 per day
Geophysical Exploration	
Seismic Geophysical Survey Equip (Per Day)	\$525 per day
Seismo/12 CH Nimbus ES-1210F	\$590 per day

Forensic Analytic Consulting Services (FACS)

Classification	Hourly Rate
Senior CIH	\$295
CIH/Principal Scientist	\$265
Professional Geologist	\$265
Senior Project Manager	\$210
Project Manager	\$165
Project Specialist	\$135
Senior Technician	\$135
Technician	\$120
Project Coordinator	\$120
Administrative Support	\$95

Classification	Rate					
Laboratory Analytical Rates (Per Sample) - Microbiology						
Turnaround Time	Same Day	1 Day	2 Days	3 Days	4 Days	>7 Days
Non-Viable Air	\$175	\$140	\$125	\$75	--	--
Non-Viable Bulk	\$125	\$115	\$75	\$55	--	--
Total Coliform & E. Coli (MUG)	--	\$160	\$125	\$90	--	--
Legionella Viable Culture	--	--	--	--	--	\$175
Laboratory Analytical Rates (Per Sample) - Asbestos						
PCM (Air)	\$24	\$22	\$20	\$18	\$16	\$14
PLM (bulk)	\$35	\$32	\$28	\$25	\$22	\$20
TEM (air)	\$280	\$200	\$175	\$150	\$125	\$100
Point Count - 400	\$125	\$100	\$90	\$80	\$75	\$70
Point Count – 1000/Gravimetry	\$250	\$200	\$180	\$160	\$150	\$140
Laboratory Analytical Rates (Per Sample) - Other						
Lead – Atomic Absorption	\$60	\$50	\$40	\$30	\$25	\$20
Particle ID – Wildfire Smoke	\$400	\$300	\$225	\$175	\$150	\$125

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 DIIIn	\$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, plus 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

Gregg Drilling LLC

Classification	Rate
Services	
Mobilization/Demobilization	\$800 per day
Direct Push Services	\$2700 per day
Direct Push Services (Half Day)	\$2000 per day
Hollow Stem Auger Services	\$3400 per day
Support Truck	\$370 per day
Forklift Delivery and Pick Up	\$395 each
Forklift Rental	\$420 per day
Air Vacuum Services	\$2500 per day
Hand Auger Services	\$1900 per day
Extra Technician	\$900 per day
Materials to collect groundwater sample	\$80 each
3/4" PVC screen and casing for groundwater sampling	\$7 per foot
Materials to Install 2" wells	\$18 per foot
Materials to Install 4" wells	\$27 per foot
Materials to Install temporary soil gas wells (single completion)	\$75 per each
Materials to Install permanent soil gas wells (single completion)	\$105 per each

Materials to Install 5" wells	\$125 per each
Materials to Install 3/4" PVC pre-pack wells	\$160 each
Materials to Install 8" well boxes	\$145 each
Materials to Install 12" well boxes	\$260 each
Materials to grout direct push borings	\$4 per foot
Materials to grout 3.25" diameter borings	\$6 per foot
Materials to grout 6" diameter borings	\$8 per foot
Materials to grout 8" diameter borings	\$10 per foot
Materials to grout 10" diameter borings	\$13 per foot
Concrete Coring (6" x 8" core)	\$175 each
Drum for investigation derived waste	\$70 each

PeneCore Drilling

Classification	Rate
General Pricing	
Mobilization/Demobilization Geoprobe	\$275 per hour
Mobilization/Demobilization 8040DT Geoprobe	\$350 per hour
Geoprobe 420 Limited Access (Surcharge)	\$600 per day
Geoprobe 6610/6712DT Tracked Rig	\$2000 per day
Geoprobe 7822DT Tracked Rig	\$2200 per day
Geoprobe 8040DT Tracked Rig	\$3750 per day
Vacmasters 4000 Air Knife	\$2200 per day
Well Development	\$2000 per day
Support Truck and Decontaminate Trailer	\$250 per day
Liftgate Truck	\$450 per day
Weekend Work Surcharge (2-man Crew)	\$1250 per day
Weekend Work Surcharge (3-man Crew)	\$1750 per day
5' x 1" DT 22 Liners	\$15 each
5' x 2" DT 32 Liners	\$18 each
5' x 3" DT 45 Liners	\$22 each
Soil Vapor Probe	\$45 each
Stop Valves	\$5 each
PRT Sampling to 5'	\$50 each

Teflon Tubing	\$3 per foot
SVP Materials	\$1.50 per foot
.5" PVC Sch 40	\$3 per foot
.5" PVC Sch 80	\$3 per foot
.75" PVC Sch 40	\$4 per foot
.75" PVC Sch 80	\$4 per foot
1" PVC Sch 40	\$4 per foot
1" PVC Sch 80	\$4 per foot
2" PVC Sch 40	\$9 per foot
2" PVC Sch 80	\$9 per foot
4" PVC Sch 40	\$12 per foot
4" PVC Sch 80	\$12 per foot
PVC for Groundwater Sampling	\$5 per foot
Well Materials (PVC and Seal)	\$18 per foot
Overdrill 1" Wells	\$8 per foot
Overdrill 2" Wells	\$10 per foot
Overdrill 4" Wells	\$15 per foot
Drill, Sample and Set 2" Wells	\$20 per foot
Drill, Sample and Set 4" Wells	\$26 per foot
5" x 8" flush well box	\$125 each
8" x 8" flush well box	\$150 each
12" x 12" flush well box	\$175 each
18" x 18" flush well box	\$325 each
Round Well Protector, 6" x 5'	\$750 each
Round Well Protector, 8" x 5'	\$775 each
Round Well Protector, 10" x 5'	\$800 each
Concrete pad	\$450 each
Bollard 5" and concrete	\$150 each
Borehole abandonment (up to 3")	\$2 per foot
Borehole abandonment (up to 8")	\$10 per foot
Drums	\$70 each
Remove Well Boxes	\$50 each
Concrete coring	\$800 per day
Concrete coring	\$75 each

Consultant: Kleinfelder, Inc.
June 2021

Saw cut	\$125 each
Starbit	\$50 each

Exhibit C: Insurance Requirements

(Non-Capital Projects)

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONSULTANT'S bid.

C-1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001); and
- b. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
- c. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
- d. Professional Liability Errors and Omissions insurance for all Professional Services; and
- e. CONSULTANT'S Pollution Liability Insurance including coverage for all operations and completed operations.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

C-2 Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

- a. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- d. Professional Liability Errors and Omissions: \$1,000,000 per claim and \$1,000,000 aggregate, coverage to be maintained following completion of work on project for 3 years or, if policy is canceled, extended reporting period to equal the same.
- e. CONSULTANT'S Pollution Liability Insurance: \$1,000,000 per contamination incident. Policy shall at a minimum cover on-site and off-site liability including third-party injury and

property damage claims, transportation, clean-up costs, as a result of pollution conditions arising from CONSULTANT'S or its contractor's operations and completed operations

C-3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City.

C-4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages

1. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
2. The CONSULTANT'S insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
4. Coverage shall state that the CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

b. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

C-5 Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

C-6 Verification of Coverage

CONSULTANT shall furnish the City with certificates of insurance and with copies of endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the CONSULTANT'S insurance company as evidence of the stipulated coverages. This proof of insurance shall provide the CONSULTANT'S email and phone number to contact in case of insurance notifications or inquiries.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder
City of San José – Finance
Department Risk
Management
200 East Santa Clara St., 13th Floor
Tower San Jose, CA 95113-1905

C-7 Subcontractors

CONSULTANTS shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Exhibit D: Schedule of Specific Services (Non-Capital Projects)

The Consultant shall provide the schedule of services set forth in this Exhibit. The Consultant shall provide all services required by this Exhibit to the satisfaction of the City's contract manager.

General Description of Project for which Consultant will Provide Services: The projects anticipated include City of San José ("City") owned properties with leaking underground storage tanks, closed landfills, development of new City facilities on contaminated properties, property purchases that require Phase I and II environmental investigations and other miscellaneous environmental projects. Some of the work is for existing projects, but other work will be for City owned properties where previously unknown contamination is discovered or for investigating properties the City is interested in purchasing.

Service No. 1: Environmental Site Assessments

Description: Perform Environmental Site Assessments to identify the potential presence or likely presence of hazardous substances on a property that resulted in an existing or past release of a hazardous material into the ground of the property. The common purpose for completing an assessment is to assess whether the history and prior uses of a property might have led to environmental conditions or impairment that might present future liability to the City, as well as to determine what actions are warranted, if any. Environmental Site Assessments must be completed per the most current ASTM ("American Society for Testing Materials") guidelines applicable to such assessments and the City's requirements, as well as in general accordance with the federal EPA "All Appropriate Inquiries" ("AAI") final rule effective November 1, 2006.

Service No. 2: Soil, Soil Gas, and Groundwater Investigations

Description: Perform soil, soil gas and groundwater investigations at project sites to determine the nature, source and extent of contamination found. The purpose for completing an investigation is to assess the risk to public health and the environment and if any mitigation measures are required to reduce or eliminate the impact in connection with the proposed site use. The investigations must be completed per the most current ASTM guidelines applicable to such assessments and the City's requirements.

Service No. 3: Leaking Underground Fuel Leak Investigations and Remediation

Description: Perform leaking underground storage tank (LUST) investigations at project sites. The work performed will typically consist of, but may not be limited to: soil, soil gas and/or groundwater investigations, routine groundwater monitoring, remediation, regulatory interaction and liaison, case closure submittals, tank removals and other associated work to maintain the project site(s) in compliance with regulations. Remedial actions might include soil removal for off-site disposal, installations of a vapor barrier.

Service No. 4: Site Management Plans, Remedial Action Plans and Construction Oversight

Description: Preparation and implementation of Site Management Plans and Remedial Action Plans and capability to perform construction oversight activities during redevelopment of contaminated

properties. Activities likely to include regulatory coordination, dust monitoring, soil, soil gas and/or groundwater sampling, construction/remediation monitoring and report writing.

Service No. 5: Perform Remediation for Contaminated Properties

Description: Perform remediation using the most effective treatment technology to eliminate or reduce contamination at a project site(s) with soil, soil gas and/or groundwater contamination and where clean-up is being required by the assigned regulatory agency. Dependent on all the affiliated factors involved to this phase of clean-up, remediation can be short-term, long-term, mobile, or permanent to the property.

Service No. 6: Closed Landfill Monitoring and Investigation

Description: Perform landfill related investigations at project sites. The work performed will typically consist of, but may not be limited to: groundwater investigations and routine monitoring, remediation, regulatory interaction and liaison, permitting support, landfill gas flare and collection system operation & maintenance and other associated work to maintain the project site(s) in compliance with closed landfill regulations.

Service No. 7: Miscellaneous Environmental Compliance

Description: Perform various environmental tasks on an as-needed basis as directed by the City. The work is expected to be routine environmental consulting tasks that may include, but not be limited to: asbestos and lead-based paint surveys, health risk assessments; health and safety plans; reviewing other consultants work; preparing remediation cost estimates; assisting City in characterization for off-site disposal of hazardous and non-hazardous soil and groundwater; locating underground structures; and other general environmental tasks.