

**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.: 30952
- 2.** Approved Service Order No. 7
- 3.** Consultant's Name: BSI America Professional Services Inc. (BSI)
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- 4.** Project Name: SPCC Updates & Inspections ("Project")
- 5.** Project Location: San Jose – Santa Clara Regional Wastewater Facility
- 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 <b>unencumbered</b> amount in Master Agreement:	\$	59,019
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	46,500
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	12,519

- 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: 513                      Appn: 0762                      RC: 961800                      Amount: \$46,500

**Authorized Signature:**

Date: \_\_\_\_\_

*Renato Moreno*

Email: renato.moreno@sanjoseca.gov  
Date: 08/02/2022 GMT

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**8. Division Analyst Approval:**

Date: \_\_\_\_\_

*Sanjay Krishnaswamy*

Email: sanjay.krishnaswamy@sanjoseca.gov  
Date: 08/01/2022 GMT

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**9. Consultant Approval:**

Date: \_\_\_\_\_

*Christopher S. Clasen*

Email: chris.clasen@bsigroup.com  
Date: 07/27/2022 GMT

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**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: 08/02/2022 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.

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**General Description of Project for which Consultant will Provide Services:** Consultant will review and update the San Jose-Santa Clara Regional Wastewater Facility's Spill Prevention Control & Countermeasure Plan (SPCC) based on the previous Aboveground Petroleum Storage Act (APSA) inspection findings. Consultant will, also, conduct formal external integrity tests on tanks using a Steel Tank Institute (STI) Certified Inspector.

### Task No. 1: Update SPCC Plan

- A. Services:** Consultant will utilize existing materials to develop a revised Spill Prevention, Control and Countermeasure (SPCC) Plan dated February 2019 for the San Jose – Santa Clara Regional Wastewater Facility (SJSC RWF) location in San Jose, California, in accordance with the federal Oil Pollution Act (40 CFR 112) and the APSA. The SPCC Plan will be updated to address Notice of Inspection Findings dated December 7, 2021.

Consultant will provide the following services:

- Consultant will host a kickoff meeting with the SJSC RWF personnel to discuss the scope, schedule, and the selected document format to be used for the SPCC Plan. SJSC RWF will determine and invite the attendees.
- Qualified BSI consultants will complete a site visit to observe site conditions, inventory oil handling containers and operations, interview staff as needed, and take photos of the oil containers. It is anticipated that the site review will take a day and a half to complete.
- Update site maps, figures, and drawings and provide to the SJSC RWF for finalization
- Consultant will update the current RWF draft SPCC Plan dated February 2019 and submit to the City for review.
- Develop final updated SPCC Plan for SJSC RWF internal Professional Engineer review and stamp/signature.

Assumptions:

- Consultant assumes an escort will be provided by SJSC RWF personnel knowledgeable of the onsite oil storage and oil handling activities, and that personnel will be available for interview.
- One (1) round of client edits is included in the cost estimate. More than one revision will result in the need of a change order to complete the project. The City will provide relevant information in a timely manner.
- The City will provide editable electronic copy of existing SPCC Plan
- The City will provide copies of figures, drawings, and site maps. The City is responsible for updating these documents based on the Consultant's comments.
- SJSC RWF will be responsible for updating site maps, figures, and drawings.
- Vehicle Maintenance area will be excluded from the SJSC RWF SPCC Plan
- Changes to scope on a task may result in a change order request.

- Two (2) site visits lasting up to 12 hours onsite is included. If needed, additional site visits will be handled on a Time-and-Materials basis as requested by the City and will require submittal of change orders.
- The deliverable will be completed in English and will be in Portable Document Format (.PDF).
- The site has adequate secondary containment and will not require a separate Oil Contingency Plan under 40 CFR 109. If a separate Oil Contingency Plan is required, a separate cost estimate will be provided.

**B. Deliverables:** Updated RWF's SPCC Plan

**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: \_\_\_\_\_.
- On or before 90 Business Days from project initiation.

**Task No. 2: Conduct STI Certified Tank Inspections and Professional Engineer (PE) Approval**

**A. Services:** Consultant will conduct five (5) formal tank inspections using a STI Certified Inspector and conduct formal external integrity test on bulk tanks over 20 years of age that are still in service.

Consultant will provide the following professional services:

- Consultant will have a brief kick-off call with the City to go over the Tank Test project scope, schedule, and select a site visit date.
- The tanks included in the scope are listed below:

Tank Name	Capacity (gal)	Single or Double-walled?	Material of construction for primary wall? Steel?
Tank 11 in Old Chlorine Bldg.	110	Single-walled	Steel
SBB Basement Clean Lube Oil tank	1,469	Single-walled	Steel
SBB Basement waste oil tank	1,469	Single-walled	Steel
Bldg. 40 Basement waste oil tank #1	1,000	Single-walled	Steel
Bldg. 40 Basement waste oil tank #2	1,000	Single-walled	Steel

Consultant will perform the following field activities:

- Visit the facility to gather pertinent information on the tanks and processes.
- Visually inspect the tanks and processes on site.
- Perform field tank integrity testing including:
  - A hydrostatic test; Consultant assumes that the City will have the tank full of liquid to allow for a one-to-two hour hydrostatic test of the tank's integrity.
  - A visual inspection - The tank will be visually inspected for leaks, corrosion, bulging, etc.
  - A visual inspection of piping - If feasible, Consultant will ask the site to transfer liquid in pipes

and observe pipes and alarm systems to confirm there are no indications of leaks.

- Consultant will take photographs of tank systems for inclusion in the tank integrity test report.
- Consultant will review pipe pressure test results to be provided by City and/or its contractor. Consultant can provide additional guidance to a licensed Mechanic (e.g., a plumber) to properly perform this test.
- Consultant will draft a tank certification report to document the inspections. There is no standard tank test report format for oil tanks, therefore, Consultant recommends the City use their report template that is based on the California hazardous waste regulation requirements found in Title 22 California Code of Regulations § 66265.192.

**Assumptions:**

- The tanks contain oils.
- Consultant will finalize the report based on one round of comments from the City.
- Consultant will provide professional engineering review and certification only for the tanks listed above. The project will be under the supervision of a certified STI Inspector.
- Consultant assumed there would be one site visit lasting up to six hours onsite.
- Consultant has not included costs to hire contractors other than an ultrasonic thickness testing contractor.
- The tanks are single-walled and exterior ultrasonic testing would test the exterior walls.
- The City will provide the necessary design documents (e.g., piping and instrumentation diagrams, as-built drawings, seismic calculations/design, etc.) for the tank systems.
- The City will provide previous tank inspection or seismic design calculations. Consultant assumed that the City will not be performing seismic calculations. If seismic calculations or restraints are available, Consultant will perform a qualitative review of what the Consultant sees in the field for seismic bracing vs. what is in the design documents.
- The City will work to ensure each tank has a liquid level (e.g., greater than 50%) for hydrostatic testing.
- Consultant assumes the City is considered a large quantity generator (LQG), as such the two tanks containing waste oil will require a California Registered Civil Professional Engineer (PE) approval on the report. The Consultant has included \$8,000 budget to do hazardous waste tank testing for the tanks and obtain PE approval (if necessary).

**B. Deliverables:** Tank Inspection Report signed/reviewed by a Certified STI Inspector.

**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: \_\_\_\_\_.
- On or before 90 Business Days from project initiation.

**Task No. 3: Closure tracking of the Santa Clara County (Agency) Notice of Inspection findings dated December 7, 2021**

**A. Services:** Consultant will provide the following support services:

- Conduct weekly meetings with SJSC RWF for status updates on closure of inspection findings.

- Track findings and actions to closures using an Excel spreadsheet.
- Assist with drafting responses to the agency.
- Consultant assumes up to 12-weeks of support.

**B. Deliverables:** Report

**C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

- On or before the following date: \_\_\_\_\_.
- On or before 90 Business Days from project initiation.

## Attachment B: Terms and Conditions

1. **City's Contract Manager:** The City's contract manager for this Approved Service Order is:

Name: Behilma Magday	Phone No.: 408-975-2593
Department: Environmental Services Department	E-mail: behilma.magday@sanjoseca.gov
Address: 200 E. Santa Clara St., 10th Fl, 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
<b><u>Consultant's Contract Manager</u></b>				
Name: Chris Clasen	Phone No.: 970-225-1593			X
Address: 2150 North 1st Street, #450, San Jose CA 95131	E-mail: chris.clasen@bsigroup.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
1 Susan Wilson	Task 1, Task 2, and Task 3			X
2.Tanner Houston	Task 1, Task 2, and Task 3			X
3.Mike Zimmerman	Task 1, Task 2 and Task 3			X
4.Sheuli Molla	Task 1, Task 2, and Task 3			X
5. Dionnie Palm	Task 1 and Task 2			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. DJA Inspection Services	Task 2 – Ultrasonic Thickness Testing
2. Scott Bourne, CDIM Engineering	Task 2 – California Registered Civil Professional Engineer (PE)
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 with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables						
Column 1	Column 2		Column 3			Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period			Compensation
Task 1	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$9,800
Task 2	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$29,100
Task 3	<input type="checkbox"/> Time & Materials	<input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$7,600
	<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	\$0
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:			\$0
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are <b>not</b> 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:			\$0
<b>Maximum Service Order Compensation</b> (sum of Parts 1 through 3):						<b>\$46,500</b>











## Attachment D: Subconsultant Schedule of Rates and Charges

DJA Inspection Services	
Description	Rate
Ultrasonic Thickness API/STI Tank Inspector	\$4500
Scott Bourne, CDIM Engineering	
Description	Rate
Principal Engineer to Stamp Hazardous Waste Tank Report for Used Oil Tanks	\$6000

# City of San Jose BSI SO-7 SPCC Updates 060722\_Final

Created:	<b>07/25/2022</b>
Status:	Signed
Transaction ID:	86b31156-f20f-4310-9421-b04449323111

## "City of San Jose BSI SO-7 SPCC Updates 060722\_Final" history

-  Andrew Hitchcock created the document.  
07/25/2022 6:18:42 PM GMT
-  Document was emailed to chris.clasen@bsigroup.com  
07/25/2022 6:18:43 PM GMT
-  chris.clasen@bsigroup.com signed the document.  
07/27/2022 6:24:20 PM GMT - IP address 73.34.204.219:63875
-  Document was emailed to Sanjay Krishnaswamy  
07/27/2022 6:24:21 PM GMT
-  Sanjay Krishnaswamy signed the document.  
08/01/2022 3:47:04 PM GMT - IP address 73.241.54.39, 165.225.242.98:25470
-  Document was emailed to Renato Moreno  
08/01/2022 3:47:05 PM GMT
-  Renato Moreno signed the document.  
08/02/2022 5:08:58 PM GMT - IP address 156.39.0.199, 165.225.242.116:16049
-  Document was emailed to Napp Fukuda  
08/02/2022 5:08:59 PM GMT
-  Napp Fukuda signed the document.  
08/02/2022 5:26:34 PM GMT - IP address 156.39.0.199:10712
-  Document was successfully signed and filed  
08/02/2022 5:26:35 PM GMT