

**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.: 33409 (GILES OC-000370)
- 2.** Approved Service Order No. 13
- 3.** Consultant's Name: WSP USA, Inc. ("Consultant")
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- 4.** Project Name: Annual Groundwater Sampling SAP Center ("Project")
- 5.** Project Location: 525 W. Santa Clara Street, San Jose, CA 95113
- 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:	\$	531,441
b. Maximum Service Order Compensation for this Approved Service Order:	\$	17,973
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	513,468

- d. **Appropriation Certification:** I certify that an unexpended appropriation in the amount of the Maximum Service Order Compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.

Fund: 001 Appn: 0762 RC: 200201 Amount: \$17,973

Authorized Signer:

Jenna Breedlove

Email: jenna.breedlove@sanjoseca.gov
Date: 03/23/2023 GMT

8. Division Analyst Approval:

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 03/23/2023 GMT

9. Consultant Approval:

Kris Johnson

Email: kris.johnson@wsp.com
Date: 03/23/2023 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:

Napp Fukuda

Email: napp.fukuda@sanjoseca.gov
Date: 03/23/2023 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: The City owns the SAP Center, a multi-purpose sports arena that is home to the San Jose Sharks, and also hosts concerts and other events. The arena properties were purchased by the City in the late 1980s with completion of the Arena in 1993. Several of the properties were found to have soil and groundwater contamination including poly-aromatic compounds from a historical coal gasification plant and petroleum contamination from leaking underground tanks. The City entered into a regulatory oversight agreement with the Department of Toxic Substances Control (DTSC) to oversee the remediation. The remediation included consolidating and encapsulating contamination under paved parking areas. In addition, groundwater contamination exists beneath the property.

The purpose of this project is to perform the annual groundwater sampling and testing as required by the DTSC.

Task No. 1: Groundwater Sampling

- A. Services:** Consultant's field technicians will perform the groundwater sampling at the SAP Center. The field technicians will:
- Measure depth to groundwater in twelve (12) groundwater monitoring wells (MW-1, MW-4, MW-6, MW-7, MW-24, MW-25, MW-26, MW-30, MW-31, MW-33, GW-1A, and GW-1B).
 - Sample groundwater at twelve (12) site wells (five screened within the A-zone, seven screened within the B-zone, and one screened within the C-zone) using a submersible pump or disposable bailers and standard purge techniques.

During sampling, the following parameters will be measured and/or assessed and recorded on field sheets:

- Purge volume removed;
- Elapsed evacuation time;
- pH;
- Electrical conductivity;
- Temperature; and
- Odor.

Purge water generated during the sampling will be added to the onsite treatment system located in the SAP Center's loading area.

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

- 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: April 15, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Laboratory Analysis

A. Services: Consultant will submit groundwater samples to a lab to analyze for:

- Total Petroleum Hydrocarbons as gasoline (TPH-G with benzene, toluene, ethylbenzene and xylenes (BTEX) and methyl tert-butyl ether (MTBE) using SW8021B/8015Bm
- Total Petroleum Hydrocarbons as diesel (TPH-D) using SW8015B
- Volatile Organic Compounds (VOCs) using US EPA Method 8260B
- Polynuclear Aromatic Hydrocarbons (PAHs) using US EPA Method 8270C-SIM
- Total Lead using US Method EPA Method 6020
- Total Mercury using US EPA Method 7470A.

A trip blank sample will also be analyzed for VOCs for quality control (QC). The water samples will be placed in coolers on ice and sent under chain of custody to the laboratory for analysis.

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

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: May 1, 2023.
- On or before ____ Business Days from _____.

Task No. 3: Report

A. Services: Consultant will prepare the annual monitoring report, which will include a summary of the site conditions, discussion of the monitoring event results, tabulated analytical results, historical analytical results, groundwater contour maps (for the A-zone and B-zone), and an evaluation of field and laboratory QC data. In addition, the report will include backup data such as field data sheets, chain-of-custody documentation, and a certified analytical report.

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

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: May 31, 2023.
- On or before ____ Business Days from _____.

Attachment B: Terms and Conditions

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

Name: Geoff Blair	Phone No.: 408-975-2576
Department: Environmental Services	Email: geoffrey.blair@sanjoseca.gov
Address: 200 E. Santa Clara Street, 10 th Floor, San Jose, CA 95113	

2. **Consultant's Contract Manager and Other Staffing:** Identified below are the following: (a) the Consultant's contract manager for this Approved Service Order, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the services and deliverables. ***If an individual identified below does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, and is required to file a Form 700, the Consultant must comply with the requirements of Subsection 17.2 of the Master Agreement, entitled "Filing Form 700."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Kris Johnson, Practice Leader	Phone No.: 408-220-9242			X
Address: 2570 N First Street, Suite 100, San Jose, California 95131	Email: kris.johnson@wsp.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Brian Stozek	Senior Consultant	Brian.stozek@wsp.com		X
2. David Walter	Field Technician	David.walter@wsp.com		X
3. Ciara Shirey	Associate Consultant	Ciara.shirey@wsp.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. Pace Analytical (formerly BC Labs)	Laboratory testing
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	\$5,804
2	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$4,969
3	<input checked="" type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$7,200
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$17,973