



## 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:** The Site occupies an approximately 2.2-acre lot in a mixed commercial and residential area of the City. Marriott International (Marriott) currently owns and occupies the Site, which consists of two three-story buildings, a swimming pool, and a parking lot along the southern portion of the property. The Site is bordered on the north by commercial buildings including Kiely Park Cleaners (located at 445 South Kiely Boulevard), east and south by apartment buildings, and on the west by Saratoga Avenue.

Kiely Park Cleaners has an open environmental case with oversight from the San Francisco Bay Regional Water Quality Control Board (SFRWQCB) Case #: 43S0939 with known tetrachloroethene (PCE) releases from past dry-cleaning operations. Soil gas data collected at the Site in June 2019 on behalf of Kiely Park Cleaners detected PCE at 5 feet below ground surface at concentrations of 1,200 and 2,300 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ), which exceeds the SFRWQCB soil gas residential environmental screening level (ESL) of  $15 \mu\text{g}/\text{m}^3$ . Additionally, indoor air samples collected in the vicinity of the Site exceed the SFRWQCB PCE residential indoor air ESL. Based on these data and other historical data from Kiely Park Cleaners, a potential vapor intrusion pathway resulting from PCE migration from the Kiely Park Cleaners onto the Site warrants additional Site assessment.

The proposed scope of services includes the following tasks:

- Task 1 – Data review and building walkthrough
- Task 2 – Indoor air evaluation
- Task 3 – As-needed consultation
- Task 4 – Technical memorandum

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### Task No. 1: Data Review and Building Walkthrough

- A. Services:** Consultant will review available data associated with the Kiely Park Cleaners and other relevant data, including City utility maps. Through this review, Haley & Aldrich will develop next steps for the vapor intrusion assessment, including the indoor air sampling proposed in Task 2. With Marriott's authorization, Haley & Aldrich will perform a building walkthrough to:
- Observe building conditions, including ventilation conditions, uses of spaces inside the buildings, chemical storage or usage, and visual observation of integrity of concrete slab and any conduits that penetrate the slab;
  - Collect field total volatile organic compound measurements using a photoionization detector with a 10.6 eV lamp of potential vapor intrusion pathways; and
  - Identify indoor air sampling locations.

**B. Deliverable:** None

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

- On or before the following date: September 15, 2021.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Indoor Air Evaluation

**A. Services:** Task 2 includes the preparing a brief sampling and analysis plan (SAP) to be submitted to the City for review and approval. After City's approval, we will submit the SAP to Marriott for their review and approval. The SAP will describe the sample collection standard procedures, the duration of the sampling, analytes to be reported, the laboratory method, the schedule of activities, and will include a figure showing the sampling locations.

One round of indoor air sampling without engineering controls (i.e., heating, ventilation, and air conditioning (HVAC) system with outside makeup air will not be operated) is proposed based on the assumption that current buildings do not have HVAC systems with outdoor air exchange. Indoor air sampling activities include the following:

- Procure indoor air sampling equipment and supplies;
- Collect 10 air samples for laboratory analysis: nine indoor samples at locations specified in the walkthrough in both buildings, including preferential and other pathway samples, and one outdoor ambient air sample;
- Each sample will be collected over a 24-hour period in laboratory-provided, individually-certified, passivated canisters, which will be delivered under standard chain of custody documentation to a California-certified analytical laboratory and submitted for chlorinated volatile organic compound analysis, which includes PCE, using EPA Method TO-15 SIM;
- Prepare field reports documenting indoor air monitoring activities; and
- One virtual meeting with the City to discuss the results and recommendations for next steps.

The City will pay for a 48-hour turnaround.

**B. Deliverable:** Laboratory Reports

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

- On or before the following date: September 15, 2021.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_

### Task No. 3: As Needed Consultation

**A. Services:** Under this task, Consultant will be available for as-needed consulting services, including conference calls with the City and their legal team to discuss potential environmental risks associated with procurement of the property. Additional services will include project and account management activities.

Project meetings will be virtual and not in-person. Consultant will inform City prior to consultation tasks exceeding estimated fees.

**B. Deliverable:** None

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

- On or before the following date: September 30, 2021.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_.

**Task No. 4: Technical Memorandum**

**A. Services:** Following the data review, indoor air sampling, and discussions with the City of the findings and recommendations, Consultant will prepare a technical memorandum summarizing the field work performed in Tasks 1 and 2, the results of the air sampling, potential environmental risks related to the vapor intrusion pathway associated with the use of the property as transitional housing, and recommendations and estimated costs for vapor mitigation and/or other next steps, if needed.

**B. Deliverable:** Memorandum

**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: September 30, 2021.  
 On or before \_\_\_\_ Business Days from \_\_\_\_\_.

## Attachment B: Terms and Conditions

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

Name: Geoff Blair	Phone No.: (408) 975-2576
Department: Environmental Services	E-mail: geoffrey.blair@sanjoseca.gov
Address: 200 E. Santa Clara Street, 10 <sup>th</sup> 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."***

		<b><u>Required to File Form 700?</u></b>		
		<b>Yes Already Filed (Date Filed)</b>	<b>Yes Need to File</b>	<b>No</b>
<b><u>Consultant's Contract Manager</u></b>				
Name: Jennifer Boyer, Senior Project Manager	Phone No.: (408) 961-4808			<b><u>X</u></b>
Address: 2107 N. First Street, Suite 380, San Jose, CA 95131	Email: JBoyer@haleyaldrich.com			
<b><u>Other Staffing</u></b>				
<b><u>Name:</u></b>	<b><u>Assignment:</u></b>			
Jason Grant, Senior Project Manager	Technical Expert			<b><u>X</u></b>
Elie Haddad	Principal			<b><u>X</u></b>
Michael Zlotoff	Technical Specialist			<b><u>X</u></b>
Zach Stephens	Staff Professional I/Field Staff			<b><u>X</u></b>

Lauren Phillips	Staff Professional II/GIS/Drafting			<u>X</u>
Vanessa Godard	Project Professional/Data Validation			<u>X</u>
Julie Lopez	Project Controller			<u>X</u>
Mark Thomson	Project Support			<u>X</u>

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>
Eurofins/Test America	Laboratory Testing

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	
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	\$ 5,500	
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	\$ 12,500	
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	\$ 3,500	
4	<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	\$ 6,500	
	<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 <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: \$		
		<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>		
		\$ 28,000		

## Attachment D: Sub Consultant Schedule of Rates and Charges

<b>Eurofins TestAmerica</b>	
Description	Rate
<b>Air</b>	
Volatile Organic Compounds – Std List (TO-15)	\$185.00
<b>Air Sampling Supplies</b>	
Individually Certified Summa Canister Rental (2 weeks)	\$100.00
Flow Controllers (2 weeks)	\$25.00
<b>Multipliers &amp; Additional Charges</b>	
<b>Accelerated TAT – Business Days</b>	
10 Business Day Turnaround – Standard (Level II)	1.0x
5 Business Day Turnaround	1.30x
4 Business Day Turnaround	1.45x
3 Business Day Turnaround	1.6x
2 Business Day Turnaround	1.75x
1 Business Day Turnaround	2.0x
Same day, Overnight or Weekend multiplier	Quote
<b>Expanded Report Deliverables</b>	
Unit Price of test includes a Level 0, 1, or 2 Report	NC
Level 3 or 4 Report	1.1
<b>Electronic Data Deliverables</b>	
Standard EDD	NC
Complex EDD	NC
Programming for EDD modifications	\$50.00/hour



# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to  
Dept. (circle one)

Insurance Certificates / Waivers  Electronically Signed: Yes   
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order

Type of Contract: Consulting Services

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # OC-000388-001

Contractor: Haley & Aldrich, Inc.

Address: 2107 N. First Street, Suite 380, CA 95131

Phone: (408) 961-4808

Email: jboyer@haleyaldrich.com

Contract Description: SO 1 - TownPlace Suites Indoor Air Evaluation

Term Start Date: July 1, 2021

Term End Date: June 30, 2025

Extension: No



Method of Procurement: RFQ



RFB, RFP or RFQ No.: ESD22021

Date Conducted: May 2021

Agenda Date (if applicable): 6/29/2021

Agenda Item No.: 2.13

Resolution No.: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

Original Contract Amount: \$1,000,000

Amount of Increase/Decrease: \_\_\_\_\_

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_

NTE/Updated Contract Amount: \_\_\_\_\_

Fund/Appropriation: 346/3089

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: No



Tax Certificate No.: 8495824337

Expiration Date: 2/15/2022

Department: ESD (76)



Department Contact: Geoff Blair

Customer (Finance Only): \_\_\_\_\_

Notes:

Department Director Signature: \_\_\_\_\_

Date

Office of the City Manager Signature: \_\_\_\_\_

Date