

Approved Service Order
 (Non-Capital Projects)
Cover Page

- | | |
|---|--|
| <p>1a. Intentionally Omitted</p> <p>2. Approved Service Order No. 8</p> <p>3. Consultant’s Name: Cornerstone Earth Group, Inc.</p> | <p>1b. AC Contract No.: 32001 (GILES OC-000369)</p> |
|---|--|

- 4.** Project Name: Facility-Wide Water Systems Improvement Project Work Plan (“Project”)
- 5.** Project Location: 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.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	824,542
b. Maximum Service Order Compensation for this Approved Service Order:	\$	5,500
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	819,042

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: 512 Appn: 7679 RC: 181243 Amount: \$5,500

Authorized Signature: × Harpal Singh _____ Date: _____
Harpal Singh (11/10/2021)
 Email: harpal.singh@sanjoseca.gov

8. Division Analyst Approval: × Mary Crippen _____ Date: _____
Mary Crippen (11/10/2021)
 Email: mary.crippen@sanjoseca.gov

9. Consultant Approval: × Kurt Soenen _____ Date: _____
ksoenen@cornerstoneearth.com (11/10/2021)
 Email: ksoenen@cornerstoneearth.com

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: × Cathy Correia _____ Date: _____
Cathy Correia (11/10/2021)
 Email: cathy.correia@sanjoseca.gov

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 of San José (City) Regional Wastewater Facility (RWF) has water systems that need to be improved including potable water (1W), groundwater (2W), process water (3W), and fire protection water (4W). The main objective of the Facility-wide Water Systems Improvements project is to upgrade and rationalize the water distribution systems in the RWF. The water systems improvements include the following: pipelines and valves will be replaced across 1W, 2W, 3W & 4W systems, and three new pump stations will be required. Municipal water connections will be changed, and a high-pressure loop will provide higher pressure water for washdown of tanks than what the current system provides.

The approximately 180-acre RWF is located at 700 Los Esteros Road in San Jose, California. In March 2012, the City finalized the San José-Santa Clara Water Pollution Control Plant Master Plan (PMP). The PMP identifies improvement projects to the major process areas at the RWF over an approximate 30-year planning horizon. Several of the projects in the PMP were evaluated in an Environmental Impact Report (EIR) approved in March 2014 for inclusion in the City's RWF Capital Improvements Program (CIP). The *Hazardous Materials and Hazards* section of the EIR identified several mitigation measures that must be followed for the CIP projects. These mitigation measures mainly focus on evaluating soil and groundwater quality conditions in each project boundary, development of an appropriate management plan for handling impacted materials, health and safety measures, and coordination with regulatory agencies.

The Consultant previously performed investigations for the Headworks and Filter Rehabilitation Projects (2018), Nitrification Clarifier Rehabilitation and Sludge Dewatering Projects (2019), Yard Piping and Road Improvements Projects (2020), and the Storm Drain and Sanitary Sewer System Improvement Projects (2021). Soil and/or groundwater samples were collected for laboratory analyses and the results were summarized in reports dated February 16, 2018, August 8, 2019, and July 24, 2020, respectively. Please refer directly to these reports for additional information.

The purpose of this service order is to develop a sampling and analysis work plan to evaluate subsurface conditions in select areas of soil disturbance. Implementation of this work plan, to be performed under a separate Service Order, will satisfy the initial requirements of EIR mitigation measure *MM HAZ-1a: Pre-Construction Hazardous Materials Assessment*.

Task No. 1: Sampling and Analysis Work Plan

- A. Services:** The Consultant staff will review and rely upon the documents provided by the City that are relevant to the Project. These documents consist of soil and groundwater investigations and groundwater monitoring well activities performed between 1983 and 2020 and conceptual design report plans for the Project.

In coordination with the City, the Consultant staff will visit the site to observe existing conditions and note readily observable indications of past or present activities that may have or could, in their opinion, cause significant site contamination. In addition, the Consultant will assess current site usage in the areas of concern identified during their document review, identify potential boring/sampling locations, and site access constraints.

Based on the Consultant's review of the provided information, site observations, and understanding of the proposed improvements, the Consultant will coordinate with the City to identify those areas where subsurface exploration is desired. A Work Plan for soil and/or groundwater sampling will be prepared that will include the following components: a discussion of relevant information in the provided documents; a Sampling and Analyses Plan including sampling and drilling protocols, EPA test methods, minimum laboratory reporting limits, and site plan showing the proposed boring/sampling locations and their proximity to known past releases.

The Consultant will submit the draft Work Plan to the City for review and comment. Based on the Consultant's prior experience, they anticipate up to two rounds of revisions may be needed. The Consultant will also provide an estimated fee to implement the Work Plan. The Consultant will modify the draft Work Plan and fee estimate as needed and resubmit for final approval.

For Consultant's field work, a Level D Health and Safety Plan (HSP) will be prepared. Please note that this document is being prepared solely for Consultant's field personnel.

B. Deliverable: Work Plan

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: November 30, 2021.
- On or before:

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, San José, 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: Kurt Soenen, Senior Principal Engineer	Phone No.: 408-245-4600			X
Address: 1259 Oakmead Parkway Sunnyvale, California 94085	E-mail: Kurt M. Soenen ksoenen@cornerstoneearth.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Michael Chang	Project Manager			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>

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 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	\$ 5,500
2	<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	
3	<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	
4	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	
	<input type="checkbox"/> Time & Materials	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly	<input type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses						
<input checked="" type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$
Part 3 – Subconsultant Costs						
<input checked="" type="checkbox"/> Subconsultant costs are <i>not</i> separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$ 5,500