

**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.: 32001 (GILES OC-000369)
- 2.** Approved Service Order No. 14
- 3.** Consultant's Name: Cornerstone Earth Group, Inc.
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- 4.** Project Name: RWF Expanded Owl Habitat ("Project")
- 5.** Project Location: RWF Buffer Lands (APN 015-44-012, APN 015-30-098 and 015-30-061)
- 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:	\$	669,657
b. Maximum Service Order Compensation for this Approved Service Order:	\$	4,850
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	694,807

- 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: 7481 RC: 171620 Amount: \$4,850

Authorized Signature:

Date: _____



Email: harpal.singh@sanjoseca.gov

8. Division Analyst Approval:



Email: mary.crippen@sanjoseca.gov

Date: _____

9. Consultant Approval:



Email: ksoenen@cornerstoneearth.com

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:

(Sr.) Deputy City Attorney

Date: _____

11. City Director Approval:

Cathy Correia

Email: cathy.correia@sanjoseca.gov

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: The City of San José (The City) is dedicating 201 acres of land for burrowing owl habitat under a conservation easement agreement in lieu of paying the Santa Clara Valley Habitat Agency (Habitat Agency) fees. Through the conservation easement agreement legalities and property transfer, The City needs to provide the Habitat Agency a Phase I Environmental Site Assessment (ESA) for the land. Even though The City will remain landowners, the Habitat Agency will be managing the land in perpetuity. The City originally dedicated 72 of the 201 acres to the Habitat Agency and a previous Phase I ESA was completed for that area by Cornerstone Earth Group, Inc. (The Consultant) in 2017. This new Phase I ESA will include the entire 201 acres.

The Scope of Work presented in this Agreement was prepared in general accordance with E1527-21 titled, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM Standard). The ASTM Standard is in general compliance with the Environmental Protection Agency (EPA) rule titled, "Standards and Practices for All Appropriate Inquiries; Final Rule" (AAI Rule). The purpose of this Phase I ESA is to strive to identify, to the extent feasible pursuant to the Scope of Work presented in the Agreement, Recognized Environmental Conditions¹, Controlled Recognized Environmental Conditions² or Historical Recognized Environmental Conditions³ at the property. De minimis conditions are not Recognized Environmental Conditions. Although the 2021 standard (versus the 2013 standard) is not required to gain protection from the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability, the Consultant anticipates that lenders, private equity, investors, insurers, and other parties with a financial interest likely will require a Phase I ESA to incorporate the new ASTM E1527-21 requirements; the 2021 standard is considered good customary practice.

Sampling and analysis of on-site building materials, air, soil vapor, soil, or groundwater are not included in this Scope of Work.

Task No. 1: Phase I Environmental Site Assessment

- A. **Services:** The scope of work presented below is in general accordance with ASTM Designation E1527-21.

Local Agency File Reviews

To obtain commonly known and reasonably ascertainable information on hazardous materials usage and to assist in evaluating the possible releases of hazardous materials at the site, readily available site files will be requested from the local building department and from the local agencies responsible for implementing California's Unified Hazardous Waste and Hazardous Materials Management regulatory program (Unified Program). The Unified Program is typically implemented by the local fire department and/or the county health department. These files will be reviewed if access is provided within the time constraints of the project schedule. Please note that these agencies often require a street address to conduct a file search. The City must provide the current and historical addresses to the Consultant. Information contained in agency files often contains site history details needed to meet ASTM requirements, such as information regarding past occupants and owners of the site (and dates of ownership or occupancy), site uses, equipment installations (such as tanks and sumps), agency inspection records, wastewater discharge permits, etc.

Regulatory Agency Database Review

The Consultant will acquire a report from a firm specializing in the search of readily available federal, state, and local regulatory agency database records to help establish the presence and type of contamination incidents reported in the site vicinity. The Consultant will request a database search report that follows the requirements of the ASTM Standard. The Consultant will review the results of this database search and attempt to identify those facilities that appear likely to have significantly impacted the site based on their interpretation of the types of incidents, the locations of the reported incidents in relation to the site and the assumed groundwater flow direction. The Consultant is not responsible for inaccuracies, omissions, or deficiencies in this database report.

Site History Review

To help develop a history of the previous uses of the site and adjacent area, their study will include a review of the following sources, if they are readily available:

- 1) Aerial photographs
- 2) Topographic maps
- 3) City directories
- 4) Sanborn fire insurance maps

Please note that ASTM E1527 requires that obvious uses of the property be identified from the present back to the property's obvious first developed use or back to 1940, whichever is earlier. Review of historical sources at less than approximately five-year intervals is not required by ASTM E1527. If the specific use of the property appears unchanged over a period longer than five years, then it is not required by ASTM E1527 to research the use during that period. For example, if fire insurance maps show a structure on-site in 1912 and the next available historical resource is a 1935 aerial photograph that shows the same site features, then the period in between does not need to be researched. However, if site use appeared to have significantly changed from 1912 to 1935, then the lack of information would affect the ability of the environmental professional to provide an opinion on the likelihood of recognized environmental conditions on-site.

Site Hydrogeology

Based on readily available public information (California's GeoTracker database and USGS topographic maps) and their local experience, the Consultant will prepare a brief summary of anticipated site hydrogeology, including approximate depth to ground water and flow direction. This information is useful in evaluating the potential for nearby hazardous material releases, if any, to significantly affect ground water quality beneath the site.

Site Reconnaissance

The Consultant's staff will make one site visit 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 collect readily available information on current site usage. It is important that the City provide us with site contact information, arrange permission for us to access the site, and provide a guide that is knowledgeable of site operations. The Consultant's staff will assess and observe those areas that are reasonably and readily accessible, clearly safe to observe, and do not require moving materials or structures that may limit their observations.

If made readily available at the time of this visit, their representative will review facility records, such as hazardous materials management plans and inventories, disposal records, and associated permits.

Site Vicinity Reconnaissance

At the time of their site visit, their representative will conduct a brief drive-by survey of the adjacent properties to note the current land use and, to the extent readily observable, note facilities that appear likely to use, handle, or store significant quantities of hazardous materials. This reconnaissance will only be made from the site and public roadways.

Interviews

Per ASTM guidance, a reasonable attempt will be made to interview the site owner and one key person of each tenant/occupant who is likely to have material knowledge regarding the potential for contamination at the property, if the City provides the names and telephone numbers of those individuals to the Consultant. At sites with more than five tenants, the Consultant will make a reasonable attempt to interview a representative of the major occupants (if any) and other occupants whose operations appear likely to involve significant quantities of hazardous materials.

If contact information is provided by the City, the Consultant will also attempt to interview past owners, operators, and occupants of the property who are likely to have material information regarding the potential for contamination at the property. Their ability to interview these persons is dependent on their availability, their willingness to discuss the site with the Consultant, and the time constraints of the project schedule. The interviews will be conducted in person or via an environmental questionnaire. If desired, the Consultant will provide the questionnaire to City of San Jose to forward to the above parties.

Report

The Consultant will prepare a Phase I ESA report for the site presenting the results of the study, their conclusions, and recommendations. The report will include a vicinity map, site plan, and selected copies of the records obtained and reviewed. The conclusions and recommendations presented in the report will be based on their interpretation of the readily available information reviewed and the conditions observed. The Consultant will summarize the recognized environmental conditions, if any, derived from the readily observed site conditions and reasonable ascertainable information. The Consultant will attempt to identify and comment on significant data gaps that affect the ability to identify recognized environmental conditions.

Please note that the proposed scope of work does not provide a warranty that the presence, absence, or extent of contamination at the site will be identified. This Phase I ESA is a limited inquiry into the environmental condition of the site. It will be based on information readily available to the Consultant and represent conditions observed by the Consultant at the site at the time of study. This scope of work is not sufficient to document every potential source of environmental liability, if any, at the site.

Performance of the Phase I ESA and preparation of the draft report will take approximately four weeks to complete after receiving authorization to proceed.

B. Deliverable: Phase I Environmental Site Assessment 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: June 6, 2022.
- 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: Yamini Sadasivam	Phone No.: (408) 975-2620
Department: Environmental Services	E-mail: yamini.sadasivam@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			<u>X</u>
Address: 1259 Oakmead Parkway, Sunnyvale, CA 94085	E-mail: ksoenen@cornerstoneearth.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Stason Foster	Project Manager			<u>X</u>
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
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	\$4,850
	<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 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):						\$4,850