

**Master City of San José Consultant Agreement  
Approved Service Order  
(Non-Capital Projects)**

**Cover Page**

**1a.** Intentionally Omitted **1b.** AC Contract No.: 32001 (GILES OC-000369)

**2.** Approved Service Order No. 21

**3.** Consultant's Name: Cornerstone Earth Group, Inc. ("Consultant")

**4.** Project Name: FS32 Phase I SMP Implementation ("Project")

**5.** Project Location: 1138 Olinder Court, San José, CA 95122

**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:

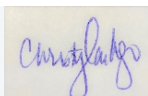
a. Current <b>unencumbered</b> amount in Master Agreement:	\$	477,596
b. <b>Maximum Service Order Compensation for this Approved Service Order:</b>	\$	40,020
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	437,576

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: 498 (Dept. 76)    Appn: 415A                      RC: 198401                      Amount: \$40,020

**Authorized Signature:**

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



Email: christy.ngo@sanjoseca.gov  
Date: 11/09/2022 GMT

**8. Division Analyst Approval:**

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



Email: sanjay.krishnaswamy@sanjoseca.gov  
Date: 11/09/2022 GMT

**9. Consultant Approval:**

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



Email: cheiny@cornerstoneearth.com  
Date: 11/09/2022 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: \_\_\_\_\_ Date: \_\_\_\_\_  
(Sr.) Deputy City Attorney

11. City Director Approval: \_\_\_\_\_ Date: \_\_\_\_\_

*Napp Fukuda*  
Email: napp.fukuda@sanjoseca.gov  
Date: 11/09/2022 GMT

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## 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 approximately 0.87-acre Site is located within a commercial/industrial area south of Interstate 280 and west of Highway 101. The property was most recently occupied by a landscaping contractor. One structure is centrally located on-Site and encompassed by an asphalt pavement. A shed and adjacent metal pavilion are located along the southeast Site boundary. Previous documents reviewed indicate the Site was used for agricultural purposes until at least 1971 when a construction company began using the Site for storage and maintenance. A landscaping contractor subsequently occupied the Site until approximately 2021. The construction company reportedly operated one 1,000-gallon gasoline underground storage tank (UST) and one 1,000-gallon diesel UST, which reportedly were located on the western end of the Site. These USTs reportedly were removed in 1988; however, no documentation reportedly was available that documented removal of these USTs. Recent subsurface investigations documented the presence of deep fill material in the suspected area of the former USTs. Minor residual impacted soil were also encountered in this area. Other samples collected from the Site indicate the presence of naturally occurring asbestos (NOA) base rock material up to depths of approximately 2-feet beneath the Site. This NOA fill material appears to extend across the entire area of the Site.

The City of San José (City) plans to construct Fire Station 32 (FS32) on the Site. The construction will occur over two phases, with Phase 1 consisting of demolition and preliminary grading discussed below, and Phase 2 consisting of the building construction and exterior improvements. The Phase 1 Construction Plans details the demolition and grading/excavation work to be performed within two areas defined as "Area A" and "Area B". Area A consists of the entire Site and the plans includes removal of the upper approximately 2 feet of material, which corresponds to removal of the NOA base rock. Area B consists of the approximate location of the former USTs and includes excavation of an approximately 12-foot by 15-foot area to a depth of approximately 10-feet. The purpose of the Area B excavation is to remove the undocumented fill material used as backfill following removal of the USTs and to remove residual petroleum-impacted soil. Soil generated from Area A can be reused as backfill within the Area B excavation if the material meets the reuse criteria defined in the *Site Management Plan – Planned Fire Station 32 Project – Phase 1* (Phase 1 SMP) prepared by the Consultant and dated February 25, 2022. The soil profiling for off-Site disposal or on-Site reuse is being performed by the contractor under their Public Works contract.

The Phase 1 SMP included protocols for handling subsurface material encountered during performance of the Phase 1 Construction work; observation and documentation activities performed by environmental personnel; collection of soil verification samples after excavation of the former UST area; performance of dust monitoring during grading/excavation; criteria for off-Site soil disposal, on-Site soil reuse, and import fill material; and contingency procedures if unexpected areas of apparent contamination are encountered during subsurface work. The City entered into a Remedial Action Agreement (RAA) with the Santa Clara County Department of Environmental Health (DEH) on November 30, 2021; however, the Phase 1 SMP implementation and Phase 1 Construction are being performed on a self-directed basis. Consultant informed the DEH of the City's construction schedule, and Consultant will be preparing a submittal that includes documentation and Site observations from Phase 1 Construction.

The purpose of this scope of work is to implement the Phase 1 SMP during grading and excavation work performed at the Site, and to prepare a submittal to the DEH that documents field observation, monitoring, and analytical results.

## **Task No. 1: Demolition and Grading Site Management Plan (SMP)**

- A. Services:** Consultant will perform field observation, dust monitoring, and sample collection services per the Phase 1 SMP. This scope of work does not include collection and analysis of soil samples for disposal profiling purposes as this work is to be performed with a separate contractor (hereby referred to as the “contractor” for this service order) under a contract with the City’s Public Works Department.

### **Observation and Dust Monitoring**

Consultant will observe the grading and excavation work performed under Phase 1 Construction on a part-time basis. Consultant personnel will complete daily field reports that document the contractor’s activities observed during the visit, protocols implemented in accordance with the Phase 1 SMP, Site conditions including observations of subsurface material encountered in excavations, and any sampling performed. Consultant will document the occurrence of any deficiencies observed during the Site visit and will inform the City of those deficiencies. Consultant will not provide direction or supervision to the contractor or their sub-contractors under Public Works.

Following completion of grading within Area A, Consultant personnel will visually observe for the presence of NOA fill material as this material is readily distinguishable by hand specimen. Consultant will inform the City of locations where NOA base rock appears to remain and will recommend the City request their contractor to perform additional soil removal.

Consultant’s observation task includes observation during excavation of material from the approximate location of the former USTs and the condition of the in-place soil along the sidewalls and bottom of this excavation (Area B excavation). Consultant will visually observe for signs of apparent contamination (e.g., odors or discoloration) and will utilize an organic vapor meter (OVM) to screen for volatile organics. Consultant will perform the excavation observations from the ground surface; Consultant field personnel will not enter the excavation. Sampling will be performed with the assistance of an excavator operated by the City’s on-Site contractor under Public Works. Consultant observations will be noted in the daily field logs. Consultant will recommend additional soil removal along excavation faces where obvious impacted soil is observed. This recommendation will be made to the City, and the City will be responsible for directing the additional soil removal. Consultant will additionally collect soil verification samples from the in-place soil following the completion of the Area B excavation as discussed below.

Consultant will perform dust monitoring while on Site and during grading and excavation activities. Consultant will set up a minimum of three (3) dust monitors to document airborne dust concentrations along the upwind and downwind Site boundaries during the grading activities. The monitoring will be performed using DataRAM PDR-1000 particulate monitors or their equivalent. The wind direction and time of observation will be recorded in the field and the sampling location will be modified during the day if significant changes in wind direction are readily observed. The particulate meters will be monitored by the field geologist or engineer to evaluate if excessive dust is migrating off-Site. Each time the meters are checked, the differences between the average upwind dust concentration and the average downwind concentrations will be compared to ambient air quality standard of 150 micrograms per cubic meter over an averaging time of 8-hours for respirable dust. Consultant will inform the City Public Works inspector or project manager if this standard is exceeded, and the City will direct their contractor to implement appropriate actions to improve dust control measures. Results of the air monitoring will be summarized in the submittal prepared under this scope of work.

Based on the preliminary schedule provided by the City’s contractor, the excavation and grading work will occur over a span of approximately 17 days. Consultant’s time on-Site will depend on the work being performed, subsurface conditions encountered, adequacy of dust control measures, and pace of work performed by the contractor. For estimation purposes, Consultant assumes approximately 80 hours of staff time to perform the observations and dust monitoring work. As discussed below, the approximate cost includes a recommended contingency in Task 4 that can be used if the actual personnel hours exceed this estimate.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: Daily Field Summary 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: \_\_\_\_\_.
- On or before 15 Business Days from completion of field work.

## Task No. 2: Sample Collection and Laboratory Analysis

### A. Services:

#### Area B Excavation

Consultant will collect verification samples from the in-place soil following completion of the Area B excavation. Consultant will initially screen the in-place soil from volatile organics using an OVM and will recommend that the City request their contractor remove additional soil if residual impacted soil is observed. Consultant will collect verifications samples at a frequency of one sidewall verification sample per every 100 linear feet of excavation sidewall, with a minimum of one sample collected per sidewall, and one bottom verification sample for every 1,000 square feet of excavation base. The sidewall samples will be collected at the approximate mid-point of each sidewall face. Four sidewall and one bottom verification samples are anticipated for this excavation.

The verification samples will be analyzed for the below laboratory tests:

- Volatile organic compounds (VOCs) and gasoline-range petroleum hydrocarbons (TPHg) (EPA Test Method 8260B)
- Diesel-range petroleum hydrocarbons (TPHd) and oil-range petroleum hydrocarbons (TPHo) (EPA Test Method 8015).

The laboratory analytical results will be reported on a dry-weight basis. Consultant will request an expedited 2-business day laboratory response time; however, the actual response will depend on the laboratory's workload.

#### As-Needed Soil Sampling and Analysis

Additional soil sampling and analysis may be required during implementation of the Phase 1 SMP. Such situations may include additional samples collected from the former UST excavation or suspect materials encountered during subsurface work. Scope includes collection of up to four additional soil samples for the following laboratory tests:

- 17 California Assessment Manual (CAM-17) metals by EPA Test Method 6010B
- Hexavalent chromium by EPA Test Method 7199
- Organochlorine pesticides (OCPs) by EPA Test Method 8081A,
- Polychlorinated biphenyls (PCBs) by EPA Test Method 8082
- Semi-volatile organic compounds (semi-VOCs) EPA Test Method 8270C/SIM
- Total petroleum hydrocarbons as diesel (TPHd) and oil (TPHo) by EPA Test Method 8015B
- Volatile Organic Compounds (VOCs) and total petroleum hydrocarbons as gas (TPHg) by EPA Test Method 8260B
- Asbestos (CARB Method 435; 400-point count)
- Moisture (ASTM D2216; required for dry-weight reporting)

Consultant will request an expedited 2-business day laboratory response time; however, the actual response will depend on the laboratory's workload.

Note that these additional samples do not include samples collected for disposal profiling purposes as this sampling will be performed by a separate contractor under their contract with the City's Public Works Department.

### Import Evaluation

The Area B excavation is anticipated to be backfilled using material generated from Area A, providing it is suitable for on-Site reuse. If import material is required, Consultant will assist the City in reviewing potential import sources to determine if the material is suitable for the Site. Consultant's review will be performed in accordance with the Phase I SMP and the California Department of Toxic Substances Control (DTSC) guidance document *Information Advisory: Clean Imported Fill Material* (October 2001). At a minimum, the potential import source will be required to provide full laboratory analytical reports, locations of samples collected (in-place vs. stockpiled), import source location, and volume of import material. Additional information may be required, such as previous reports, sample location maps, site history information, etc. Consultant will compare the import material analytical results to the residential direct exposure Environmental Screening Levels (ESLs, Water Board 2019) as defined in the Phase 1 SMP. Consultant will inform the City of this screening level result comparison, which can be used to determine if the material is acceptable for use on-Site; however, the City will be required to provide formal acceptance or rejection of the potential import material. Consultant cannot accept or reject import material on the City's behalf.

Import source documentation will be included in the reporting discussed below.

- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: Laboratory Testing Results.
- 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: \_\_\_\_\_.
  - On or before 30 Calendar Days from Task 1 completion.

### Task No. 3: Reporting, Project Management, and General Project Coordination

- A. **Services:** Consultant will prepare a report or technical memorandum that summarizes the work observed during performance of Phase 1 Construction. This document will include daily field logs, dust monitoring records, laboratory analytical reports, disposal manifests, import source information, updated Site maps, and other relevant documentation. Consultant will provide recommendations and conclusions where appropriate. This document will be issued to the Santa Clara County Department of Health Services (DEH) through GeoTracker as an information submittal.
- 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: \_\_\_\_\_.
  - On or before 20 Business Days from Task 2 completion.

**Task No. 4: Additional Sampling, Test, Field Observation, and Dust Monitoring (As Needed)**

- A. Services:** Due to potential for unanticipated costs such as additional sampling and testing, extra field observation and dust monitoring, a contingency task is included in this service order. Prior to use of contingency funds, Consultant will obtain written approval via email from City.
- A. Deliverable:** The Consultant will provide the following to the City's Contract Manager: 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: \_\_\_\_\_.
- On or before 10 Business Days from Task 3 completion.

## 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: <a href="mailto:Geoffrey.Blair@sanjoseca.gov">Geoffrey.Blair@sanjoseca.gov</a>
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
<b><u>Consultant's Contract Manager</u></b>				
Name: Chris Heiny, Principal Geologist	Phone No.: 925-705-5063			X
Address: 1220 Oakland Blvd, Suite 220, Walnut Creek, CA 94596	Email: <a href="mailto:cheiny@cornerstoneearth.com">cheiny@cornerstoneearth.com</a>			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1.Kalia Knoll	Senior Staff Geologist	kknoll@cornerstoneearth.com		X
2.Hailey Guckes	Staff Engineer	<a href="mailto:hguckes@cornerstoneearth.com">hguckes@cornerstoneearth.com</a>		X
3.Seiji Nagasawa	Staff Engineer	snagasawa@cornerstoneearth.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. Torrent Laboratories	Laboratory Testing
2. Asbestos TEM	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 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	\$16,775
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	\$9,320
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	\$8,925
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	\$5,000
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</b> (sum of Parts 1 through 3):			<b>\$40,020</b>

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

<b>Torrent Laboratories</b>	
<b>Analytical (2-Day Turnaround Time)</b>	
Description	Rate
TPH as Diesel and Motor Oil (8015)	\$97.50 per sample
PAHS (8270 SIM)	\$337.50 per sample
SVOCS (8270C)	\$270.00 per sample
VOCs TPH as gas (8260)	\$202.50 per sample
PCBs (8082)	\$90.00 per sample
Pesticides (8081)	\$135.00 per sample
CAM 17 metals (6010/7471A)	\$202.50 per sample
Individual Metal (6010B)	\$45.00 per sample
Individual Metal (7471A; Mercury)	\$75.00 per sample
STLC/TCLP extraction	\$170.00 per sample
Individual metal (soluble)	\$60.00 per sample
<b>Asbestos TEM</b>	
<b>Analytical (2-Day Turnaround Time)</b>	
Description	Rate
Asbestos (CARB 435 Prep/PLM 400 Point Count)	\$205.00 per sample