

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

1a. Intentionally Omitted **1b.** AC Contract No.: 32003 (GILES OC-000388)

2. Approved Service Order No. 2

3. Consultant's Name: Haley & Aldrich

4. Project Name: Guadalupe Park Phase I ("Project")

5. Project Location: Bounded by W. Hedding Street, Guadalupe River, Asbury Street and Coleman Avenue

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:	\$	972,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	14,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	958,000

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: 527 (Dept. 80) Appn: 423K RC: 207123 Amount: \$ 14,000

Authorized Signature:

Aida Ballou
Email: aida.ballou@sanjoseca.gov

Date: _____

8. Division Analyst Approval:

Aida Ballou
Email: aida.ballou@sanjoseca.gov

Date: _____

9. Consultant Approval:

jboyer@haleyaldrich.com
Email: jboyer@haleyaldrich.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:

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: Consultant understands that the City is interested in identifying potential environmental concerns associated with the Subject Property that might affect the City's plan to potentially develop the property for recreational uses, such as a dog park and disc golf course with no occupiable structure. The Subject Property is approximately 47-acres, is located in a commercial and residential area of San José, and comprises the following 11 undeveloped parcels owned by the City of San José.

- 259-02-115
- 259-02-128
- 259-02-129
- 259-02-130
- 259-02-131
- 259-03-136 (portion)
- 259-03-141 (portion)
- 259-07-113
- 259-08-098
- 259-08-102

This following adjacent or contiguous parcels are occupied with privately owned structures and are excluded from this scope of work:

- 259-08-079: 780 Coleman Ave, San José, CA 95110
- 259-02-039: 495 Emory St, San José, CA 95110
- 259-02-091: 890 Coleman Ave, San José, CA 95110
- 259-03-100: 360 W Hedding St, San José, CA 95110
- 259-03-117: 330 W Hedding St #207, San José, CA 95110
- 259-03-091: 310 W Hedding St, San José, CA 95110
- 259-03-105: 304 W Hedding St, San José, CA 95110
- 259-03-146: Unknown address / No street address
- 259-03-147: Owned by Santa Clara Valley Water District
- 259-07-075: Owned by S.J.W.W

Consultant will prepare a Phase I Environmental Site Assessment (Phase I ESA) per ASTM E 1527-13 Standards and a Phase II environmental investigation work plan to assess potential or existing environmental impacts identified as part of the Phase I ESA.

Task No. 1: Phase I Environmental Site Assessment

- A. Services:** Consultant will a Phase I Environmental Site Assessment under ASTM International Standard E 1527-13 entitled “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process” (ASTM E 1527-13). The five core components of the Phase will include:

- Records Review
- Site Reconnaissance
- Interview with Owners and Occupants
- Interviews with State and/or Local Government Officials
- Evaluation and Report

- B. Deliverable:** 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: February 14, 2022.
- On or before ____ Business Days from _____.

Task No. 2: Phase II Site Investigation Work Plan

- A. Services:** A Phase II site investigation work plan will be prepared and submitted to the City and other stakeholders providing a description of the field activities, a site plan showing the proposed sample locations, and the anticipated schedule of the proposed activities. The draft work plan will be submitted to City for review and finalized after receipt of City’s comments.

- 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: February 28, 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: Geoff Blair	Phone No.: (408) 975-2576
Department: Environmental Services	E-mail: 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: Jennifer Boyer, Senior Project Manager	Phone No.: (408) 961-4808			<u>X</u>
Address: 2107 N. First Street, Suite 380, San Jose, CA 95131	Email: JBoyer@haleyaldrich.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
Jason Grant, Senior Project Manager	Technical Expert			<u>X</u>
Elie Haddad	Principal			<u>X</u>
Marla Guttman	Technical Specialist			<u>X</u>
Eric Hitchens	Staff Professional II			<u>X</u>

Lauren Phillips	Staff Professional II/GIS/Drafting			<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>

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	\$ 9,800
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	\$ 4,200
	<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	
	<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):						\$ 14,000