

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-000373)
- 2.** Approved Service Order No. 3
- 3.** Consultant's Name: Haley & Aldrich. Inc.
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- 4.** Project Name: Guadalupe Park Phase II ("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.
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7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	958,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	31,500
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	926,500

- 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: 201723 Amount: \$ 31,500

Authorized Signature:

Date: _____

Aida Ballou

Email: aida.ballou@sanjoseca.gov

06/30/2022 GMT-07:00

8. Division Analyst Approval:

Date: _____

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov

06/29/2022 GMT-07:00

9. Consultant Approval:


Email: jboyer@haleyaldrich.com

Date: _____

06/29/2022 GMT-07:00

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: _____


Email: napp.fukuda@sanjoseca.gov

06/30/2022 GMT-07:00

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: This project is a City-owned property in San José, California known as Guadalupe Gardens (herein referred to as the "Subject Property"). Consultant had previously performed a Phase I Environmental Site Assessment and Work Plan for Phase II Investigation on the Subject Property. Consultant understands that the City intends to develop an approximately 40-acre portion of the Guadalupe Gardens for interim recreational uses such as a dog park and disc golf course. If the proposed recreational development of the Guadalupe Gardens changes to have occupied structures or gardens, then a more focused assessment may be warranted.

As described in the Work Plan, the scope of work includes investigating the shallow soil conditions across the primarily vacant 26-acre portion of the 40-acre Subject Property, bordered by Asbury Street, Coleman Avenue, Hedding Street, and Guadalupe River Trail from Coleman Avenue to Interstate 880. The remaining 14-acre eastern one-third portion of the Guadalupe Gardens property (approximately between Spring Street and the Guadalupe River) remains occupied by unhoused individuals amid various forms of encampments, including recreational vehicles, tents, and makeshift housing, and is therefore not included in the Work Plan's field investigation activities. The 14-acre eastern one-third portion of the Subject Property will be investigated after the unhoused individuals are vacated, therefore the scope and budget to investigate the area is not included in this service order.

The objective of the limited environmental soil investigation is to characterize shallow soil conditions (up to 3 feet below ground surface [bgs]) that may be encountered by the planned development activities. The collected data will be used to:

- Develop a Soil Management Plan that specifies methods for handling the soil in a manner that is protective of human health (including construction workers) for implementation during construction activities; and
- Guide future decision-making regarding the disposition of soil generated during construction for disposal and/or reuse.

The scope of the Work Plan and this service order is based on the understanding that the land will be repurposed and potentially redeveloped for recreational uses with no occupiable structures.

Task No. 1: Preliminary Field Work

- A. Services:** Preliminary activities will be completed prior to performing the fieldwork associated with the environmental investigation including coordinating site access with City staff, facilitating a kickoff meeting, preparing a Site-Specific Health and Safety Plan, conducting a site visit to identify sample locations; and contacting Underground Service Alert of Northern California (USA811).
- 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: May 23, 2022.
- On or before ____ Business Days from _____.

Task No. 2: Site Investigation Field Work

- A. Services:** Consultant will advance 24 soil borings to approximately 3 feet below ground surface using a hand auger. Consultant will collect soil samples at three discrete depths from each boring, from approximately 0.5 to 1.0 foot bgs, 1.5 to 2.0 feet bgs, and 2.5 to 3.0 feet bgs. Once the sampling has been completed, the boring will be backfilled with neat cement or excess soil generated during hand augering.

The 24 discrete soil samples collected from 0.5 to 1.0 feet bgs will be prepared by the analytical laboratory into six, four-point composite samples from the same depth interval (0.5 to 1.0-foot bgs), each representing shallow soil conditions for their respective subsection. The data from these samples will be used to evaluate the potential impact from the past use of agricultural chemicals and residual building materials from previous residential buildings. Deeper samples will be put on hold pending analysis of the 0.5 to 1.0 foot bgs samples.

The six composite samples representing 0.5 to 1.0 foot bgs will be submitted for the following analyses:

- California Code of Regulations Title 22 (CCR T22) Metals by U.S. Environmental Protection Agency (EPA) Method 6010B and 7470/7471;
- Organochlorine pesticides by EPA Method 8081A;
- Total petroleum hydrocarbons (TPH) as gasoline, diesel, and motor oil by EPA Method 3510/8015M, using silica gel cleanup;
- Polychlorinated biphenyls by EPA Method 8082; and
- Asbestos by California Air Resources Board (CARB 435) for two of the six soil samples.

The discrete sample collected at 3 feet bgs from boring CP-2A, advanced in the vicinity of the historical gas station (formerly at 404 West Hedding Street) will be analyzed for TPH diesel and motor oil by EPA Method 3510/8015M, using silica gel cleanup; and TPH as gasoline and VOCs by EPA Method 8260B/5035, collected via Terracore.

The discrete sample collected at 3 feet bgs from boring CP-6D advanced in the vicinity of the historical laundry services (formerly at 411 Asbury and 752 and 754 Spring Street) will be submitted for VOC analysis by EPA Method 8260B/5035.

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: June 15, 2022.

On or before ____ Business Days from _____.

Task No. 3: Reporting

B. Services: Consultant will prepare a letter report supporting the evaluation of feasible recreational improvements and identifying if site mitigation measures may be required prior and during development activities. The report will document the soil investigation field activities and summarize the analytical results, which will be compared against the disposal criteria for California Class II/III landfill facilities such as Kirby Canyon, Newby Island, Ox Mountain, or Dumbarton Quarry as well as the applicable Environmental Screening Levels published in July 2019 (Revision 2) by the San Francisco Bay Regional Water Quality Control Board. Data generated during the sampling program will support potential soil disposal and/or reuse options and support material handling and management for the future redevelopment of the Subject Property.

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: June 30, 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			X
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	Technical Expert			X
Harmony Lee	Senior Technical Specialist			X
Diana Rattanasith	Technical Specialist			X
Vanessa Godard	Project Professional			X
Akash Caveney	Staff Professional II			X

Zach Stephens	Staff Professional II			X
Lauren Phillips	Staff Professional II/GIS/Drafting			X
Julie Lopez	Project Controller			X
Mark Thomson	Project Support			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>
Eurofins	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. Eco Rentals – Rental of hand auger	10%
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	\$ 4,500
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	\$ 20,600
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	\$ 6,400
	<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 type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.			<input checked="" type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:			\$500
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):						\$ 31,500

Attachment D: Subconsultant Schedule of Rates and Charges

Eurofins	
Description	Rate
CAM 17 List, minus Mercury	\$95.00 per unit
Mercury	\$20.00 per unit
Pesticides, Standard List	\$95.00 per unit
DRO/MRO	\$65.00 per unit
Prep – Silica Gel Cleanup	\$35.00 per unit
PCBs, Standard List	\$65.00 per unit
VOCs, Standard List	\$70.00 per unit
GRO C4-C12	\$45.00 per unit
Asbestos by CARB 435 using PLM	\$125.00 per unit
Supplies – Terracore Kits/Each	\$15.00 per unit
Services – Sample Compositing, Per Component (Discrete Container)	\$10.00 per unit
Deliverables – H&A EQuIS EDD	\$0.00 per unit
Deliverables – Level II Report	\$0.00 per unit
Expedited Turnaround Time (TAT) Surcharges	
5 Business Days TAT	0%
4 Business Days TAT	50%
3 Business Days TAT	75%
2 Business Days TAT	100%
1 Business Day TAT	150%
Same Day, Overnight or Weekend TAT	200%
Cancellation Fee	
Received	35%
Prepped	50%
Analyzed	95%