

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. 5

3. Consultant's Name: Haley & Aldrich, Inc. ("Consultant")

4. Project Name: 32-60 Stockton Avenue Housing Development ("Project")

5. Project Location: 32-60 Stockton Avenue, CA 95126

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:	\$	910,300
b. Maximum Service Order Compensation for this Approved Service Order:	\$	16,200
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	894,100

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: 465 (Dept. 60) Appn: 406S RC: 216191 Amount: \$16,200

Authorized Signer:

Sharon Rodriguez

Email: sharon.rodriguez@sanjoseca.gov
Date: 08/03/2023 GMT

8. Division Analyst Approval:

Renato Moreno

Email: renato.moreno@sanjoseca.gov
Date: 08/02/2023 GMT

9. Consultant Approval:

Jennifer Boyer

Email: jboyer@haleyaldrich.com
Date: 08/01/2023 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:

(Sr.) Deputy City Attorney

11. City Director Approval:

Cathy Correia

Email: cathy.correia@sanjoseca.gov
Date: 08/03/2023 GMT

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 Site is comprised of two parcels identified as Santa Clara County Assessor's Parcel Numbers (APNs) 259-28-001 and 259-28-002, located at the northeast corner of the intersection of Stockton Avenue and The Alameda in a mixed residential, commercial, industrial land use area. The Site currently appears to be occupied by various automobile service businesses (e.g., automobile repairs and washing) and a clothing alterations business, including San Jose Steam Cleaning, Excellent Alterations, Stockton Car Wash, and DLT Collision & Services. The Site is currently developed with an operating steam clean area, car wash area, wash rack sludge drying area, and a clothing alterations building. Wastewater clarifiers are also located on-Site to pre-treat wash water prior to discharge to the sanitary sewer.

The purpose of this service order is to provide environmental due diligence consulting services and to develop rough order of magnitude (ROM) costs that may be incurred during the redevelopment of the property located at 32-60 Stockton Avenue in San José, California. The City is evaluating the purchase of the property for potential future sale to Caltrans or the Santa Clara Valley Transportation Authority. The City has not determined the proposed development plans for the Site at this time. The ROM costs to be developed by Consultant will assume the City will need to enter into a separate Remedial Action Agreement with the Santa Clara County Department of Environmental Health (DEH) for the future redevelopment plans, with similar environmental remedial actions, mitigation measures, and monitoring and reporting programs as those required by DEH for similar sites. This will likely include additional soil pre-characterization, preparation of a Site Management Plan, dust monitoring, soil stockpile sampling, imported soil sampling, vapor mitigation measures, and a long-term groundwater, soil vapor, and/or indoor air monitoring program.

Task No. 1: Phase I Environmental Site Assessment

- A. **Services:** The Consultant will complete a Phase I Environmental Site Assessment following ASTM International (ASTM) Standard E1527-21 entitled "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process" (ASTM E1527-21)
- B. **Deliverable:** The Consultant will provide the following to the City's Contract Manager: The Phase I Environmental Site Assessment (ESA) 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: 30 Business Days after the service order is executed.

Task No. 2: Development of Rough Order of Magnitude Costs

- A. **Services:** The Consultant conducted a preliminary review of the prior investigation reports that were available for the Site including the draft Phase I ESAs and a Phase II ESA. The Phase I ESAs and Phase II ESA indicate that on-Site soil, groundwater, and soil vapor contain concentrations of several compounds above the screening levels (e.g., San Francisco Bay Regional Water Quality Control Board's

Environmental Screening Levels), including total petroleum hydrocarbons in the diesel range, volatile organic compounds (VOCs), and metals including antimony, lead, and mercury.

The ROM costs to be developed by the Consultant will assume the City will need to enter into a separate Remedial Action Agreement with the Santa Clara County Department of Environmental Health for the future redevelopment plans, with similar environmental remedial actions, mitigation measures, and monitoring and reporting programs as those required by DEH for similar sites. This will likely include additional soil pre-characterization, preparation of a Site Management Plan, dust monitoring, soil stockpile sampling, imported soil sampling, vapor mitigation measures, and a long-term groundwater, soil vapor, and/or indoor air monitoring program.

The Consultant will complete the activities listed below to develop ROM costs anticipated to be incurred during construction activities:

- Perform the Phase I ESA, and conduct a thorough assessment of the Site's environmental conditions using the documents provided by the City and others that may be found in the Site's environmental regulatory records;
- Evaluate potential data gaps and include recommendations for additional environmental investigation activities or remedial actions, if warranted;
- Confirm appropriateness of previously recommended environmental activities identified in the Phase I ESAs; and
- Prepare a memorandum summarizing our assumptions and recommendations and ROM costs.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: Cost Estimate 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: 30 Business Days after the service order is executed.

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: 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>		
<u>Consultant's Contract Manager</u>			Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Jennifer Boyer, Senior Project Manager	Phone No.: 408-961-4806				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>		<u>Email:</u>		
1. Elie Haddad	Principal	ehadadd@haleyaldich.com			X
2. Michael Zlotoff,	Senior Techninal Specialist	mzlotoff@haleyaldich.com			X

3. Hannah Sawyer	Project Professional	hsawyer@haleyaldrich.com			X
4. Austin Vuong	Staff Professional 2	avuong@haleyaldrich.com			X
5. Mark Thomson	Project Support	mthomson@haleyaldrich.com			X
6. Julie Lopez	Project Controls	jlopez@haleyaldrich.com			X
7. Akash Caveney	Project Professional	acaveney@haleyaldrich.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>

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. Environmental Data Resource Report (EDR), including radius report, aerial maps, topographic maps and sandborn maps	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	☒ Time & Materials ☐ Fixed Fee	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$5,800
2	☒ Time & Materials ☐ Fixed Fee	☒ Monthly ☐ Completion of Task(s) ☐ Completion of Work	\$10,000
Part 2 – Reimbursable Expenses			
☐ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		☒ Expenses are separately reimbursable in the maximum amount of:	\$400
Part 3 – Subconsultant Costs			
☒ Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.		☐ Subconsultant costs are separately compensable in the maximum amount of:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$16,200