Master City of San José Consultant Agreement Approved Service Order

(Non-Capital Projects)

Cover Page

1a.	Intentionally Omitted		1b.	AC Contract No.:	30703	
2.	Approved Service Order No. 3					
3.	Consultant's Name: Circlepoint	(the "Consultant")				
4.	Project Name: Housing Elemen	t Update - CEQA ("Pr	oject")			
5.	Project Location: Citywide.					
6.	The Consultant and the City will Agreement, this cover page and (Compensation Table), which are	Attachments "A" (Tas	ks), "B"	(Terms and Condi		
7.	Budget/Fiscal:					
	a. Current unencumbered amo	unt in Master Agreem	ent:		\$	250,000.00
	b. Maximum Service Order Co	mpensation for this	Approv	ed Service Order	: \$	12,140.00
	c. New unencumbered balance	in Master Agreement	(7.a – 7	.b):	\$	237,860
	d. Appropriation Certification : Service Order Compensation encumbered to pay for this Ap	is available in the follo	owing fu			
	Fund: <u>239</u> Ap	//	_		Amount: §	12,140.00
	Authorized Signature:	mail: sandy.doan@sanjoseca.gov	4	•	Date	:
8.	Division Analyst Approval:	'Email: kayla.do@sanjoseca.gov	la t	Da	Date	:
9.	Consultant Approval:	Audrey /	u z	agazeta	Date	:
10.	Approval as to Form (City Atto	orney):				
	Service Order Form Approx (Maximum Service Order Compen	•	-	•	order form a	re not altered.)
	Approved as to Form:				Date	:
11.	City Director Approval:	Cha	n Chang	ý	Date	:

T-29972.005.002 / 1651026 Form/File No.: 1349220/T-32026 City Attorney Approval Date: September 2016

Master Agreement AC No.: 30703 Consultant: Circlepoint, Inc. (Circlepoint)

Service Order No.: 3

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: Initiate work to prepare an Environmental Impact Report for the Housing Element Update in accordance with the California Environmental Quality Act (CEQA).

The Housing Element is a component of San José's Envision 2040 General Plan, a community-based plan that serves as the blueprint for the City's growth. The Housing Element identifies the city's housing needs and opportunities and establishes clear goals and objectives to inform future housing decisions.

The Housing Element must be updated every eight years and certified by the State Department of Housing and Community Development (HCD). Maintaining a housing element that complies with HCD reporting requirements is important to the City's eligibility for state and regional funding for housing, transportation, and parks.

Task No. A1: Kickoff meeting and project description definition

- **A.** <u>Services</u>: Attend one (1) kickoff meeting with the City to introduce team members, discuss initial data requests, and develop the project schedule. Consultant will confirm the scope of environmental analysis and methodologies with the City at the kickoff meeting.
- B. Deliverable:
 - Consultant will prepare and submit a project description for City review and approval in Word format. The project description will include the following information, consistent with CEQA Guidelines Section 15124:
 - i. A description of the relevant interrelated documents and projects (i.e., 2040 General Plan, DSAP Amendment, Downtown West Mixed-Use Project, Urban Village Plans, etc.).
 - ii. A statement of the objectives sought by the project.
 - **iii.** A description of the technical, economic, and environmental characteristics of project, along with an explanation of how the project will address the City's Regional Housing Need Allocation (RHNA) responsibilities.
 - iv. Graphics showing the changes to the General Plan Land Use/Transportation Diagram and precise location of growth areas where housing unit reallocations will occur.
 - v. A statement briefly describing the intended uses of the Supplemental PEIR.
 - 2. Draft project schedule with updated dates.

On or before ___ Business Days from _____

	etion Time: <mark>Two (2) week</mark> s after tion refinement.	receipt of initial	data requested fro	om the City fo	r project
\boxtimes	On or before the following date:	May 18, 20	22		

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment A: Tasks

Form/File No.: 1349220/T-32026

City Attorney Approval Date: September 2016

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Task No. A2:	Notice of	Preparation
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<u>Service</u>	es: Prepare a Notice of Preparation (NOP) pursuant to CEQA Guidelines Section 15082.
	<u>able</u> : Administrative Draft NOP in Word format. C. Completion Time: Administrative Solution Description developed in Task Completion Time: Administrative Completion Time: Administrative
\boxtimes	On or before the following date:June 8, 2022
	On or before Business Days from
	Deliver Draft No A1.

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Service Order - Attachment A: Tasks
Form/File No.: 1349220/T-32026
City Attorney Approval Date: September 2016

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Attachment B: Terms and Conditions

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name: David Keyon	Phone No.: 408-535-7898
Department: Planning, Building & Code Enforcement	E-mail: david.keyon@sanjoseca.gov
Address: 200 E. Santa Clara St., 3 rd 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."

		Required t	o File Form 70	<u>0?</u>
Consultant's Contrac	ct Manager	Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Andrew Metzger	Phone No.: (408) 715-1515		X	
Address: 46 S. 1st Street, San Jose, CA 95113	E-mail: a.metzger@circlepoint.com			
Other Staffin	ng			
<u>Name</u> :	<u>Assignment</u> :			
1.				
2.				
3.				
4				

Form Name: Master Consultant Agreement (Non-Capital Projects)

Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

City Attorney Approval Date: September 2016

Service (Order No.: 3				
3.	Subcons	sultants: Whichever of the following is marked applie	es to this	Approved Service Order	:
	\boxtimes	The Consultant can <i>not</i> use any subconsultants.			
		The Consultant can use the following subconsultants and deliverables:	to assist	in providing the required	services
		Subconsultant's Name	<u>,</u>	Area of Work	
l.	Service (identified following	resable Expenses: If the Compensation Table set for Order states that the City will reimburse the Consultar in Subsection 10.5.3 of the Master Agreement are R box is marked and additional reimbursable expenses in addition to the expenses identified in Subsection 10 ollowing expenses are Reimbursable Expenses:	nt for exp deimbursa s are set t	enses, then only the exp able Expenses unless the forth:	enses e
		Additional Reimbursable Expense(s)		<u>Mark-up</u>	
		1			
		2			

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.

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Service Order - Attachment B: Terms and Conditions

Form/File No.: 1349220/T-32026

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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 – Comp	ensation for Ser	Compensation for Services and Deliverables		
Column 1	Column 2		Column 3		Column 4
Task Nos. from Attachment A	Basis of Compensation		Invoice Period		Compensation
A1	☐ Time & Materials ☐ Fixed Fee	Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$10,540.00
A2	☐ Time & Materials ☐ Fixed Fee	Monthly	☐ Completion of Task(s)	☐ Completion of Work	\$1,600.00
	Par	Part 2 – Reimbursable Expenses	ole Expenses		
No expenses Column 4 of I	☒ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.	Expenses	☐ Expenses are separately reimbursable in the maximum amount of:	the maximum amount of:	\$0.00
	P _č	Part 3 - Subconsultant Costs	Itant Costs		
Subconsultar amount(s) in	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:	ensable in the maximum	\$0.00
		Maximum	Maximum Service Order Compensation (sum of Parts 1 through 3):	(sum of Parts 1 through 3):	\$12,140.00

Form Name: Master Consultant Agreement (Non-Capital Projects)
Service Order - Attachment C: Compensation Table
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City Attorney Approval Date: September 2016

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