

**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 Element Update - CEQA** ("Project")

**5.** Project Location: Citywide.

**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: \$ 250,000.00

b. **Maximum Service Order Compensation for this Approved Service Order:** \$ **12,140.00**

c. New unencumbered balance in Master Agreement (7.a – 7.b): \$ **237,860**

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: 239

Ap

Amount: \$ 12,140.00

**Authorized Signature:** \_\_\_\_\_

Email: sandy.doan@sanjoseca.gov

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

**8. Division Analyst Approval:**

Email: kayla.do@sanjoseca.gov

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

**9. Consultant Approval:**

Email: a.zagazeta@circlepoint.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:**

Email: chu.chang@sanjoseca.gov

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



**Task No. A2:** Notice of Preparation

- A. Services:** Prepare a Notice of Preparation (NOP) pursuant to CEQA Guidelines Section 15082.
- B. Deliverable:** Administrative Draft NOP in Word format. **C. Completion Time:** Administrative Draft NOP submitted within **two (2) weeks** of City approval of draft project description developed in Task A1.

☒ On or before the following date: June 8, 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: 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 <sup>rd</sup> 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>		
<u>Consultant's Contract Manager</u>		Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Andrew Metzger	Phone No.:  (408) 715-1515		<u>X</u>	
Address: 46 S. 1 <sup>st</sup> Street, San Jose, CA 95113	E-mail: a.metzger@circlepoint.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				
4				

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:

<b><u>Subconsultant's Name</u></b>	<b><u>Area of Work</u></b>

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:

<b><u>Additional Reimbursable Expense(s)</u></b>	<b><u>Mark-up</u></b>
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 with 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	
A1	<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	\$10,540.00	
A2	<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	\$1,600.00	
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:		\$0.00	
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:		\$0.00	
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$12,140.00	