

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

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 32684
- 2.** Approved Service Order No. 1
- 3.** Consultant's Name: Wallace Roberts & Todd, LLC
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- 4.** Project Name: Capitol Caltrain Station Area Plan
- 5.** Project Location: Capitol Caltrain Station Area, as designated in the Envision San Jose 2040 General Plan Map.
- 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 reference.
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7. Budget/Fiscal:

- | | | |
|---|----|-----------|
| a. Current unencumbered amount in Master Agreement: | \$ | 75,000.00 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 52,530.00 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 22,470.00 |
- 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: <u>001</u>	Appn: <u>A YE LEAP</u>	RC: <u>588763</u>	Amount: \$ <u>41,340.00</u>
Fund: <u>239</u>	Appn: <u>2050</u>	RC: <u>572410</u>	Amount: \$ <u>11,190.00</u>

Authorized Signature:

Date:


Email: kenneth.dekay@sanjoseca.gov

06/21/2022 GMT-07:00

8. Division Analyst Approval:

Date:


Email: kayla.do@sanjoseca.gov

06/21/2022 GMT-07:00

9. Consultant Approval:

Date:

James K. Stickley
Email: jstickley@wrtdesign.com

06/20/2022 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:

(Sr.) Deputy City Attorney

Date: _____

11. City Director Approval:

Date:

Chu Chang
Email: chu.chang@sanjoseca.gov

06/21/2022 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: Economic analysis of retail and housing demand in and around the Capitol Caltrain Station Area.

Task No. 1: Project Administration and Meetings

- A. Services:** Consultant will meet with City staff for project kick off to confirm project scope, schedule, and deliverables. Consultant will perform a walk audit of the plan area, with City staff, for site reconnaissance and to document existing conditions. Consultant will meet with staff for monthly one-hour check-ins over the course of the project (up to twelve meetings total) to provide regular updates and gather feedback on concept development.
- B. Deliverables:**
- Project Kick Off Meeting and Memo confirming scope of work
 - Attendance at up to twelve hour-long check-in meetings with staff
 - Consultant attendance at one site visit with City staff
- 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: March 31, 2023.
- ☐ On or before ____ Business Days from _____.

Task No. 2: Community and Stakeholder Engagement

- A. Services:** Consultant will present at up to two community workshops and attend up to three meetings total, with the Technical Advisory Committee (TAC), the City's Parks department, and Department of Transportation, led by staff. We will provide necessary content for the presentations prepared by staff.
- B. Deliverable:**
- Slide decks (in PPT format) for one community workshop
 - Written agenda (in Word Doc format) for one community workshop
 - Consultant attendance at one community workshop, and workshop summary
 - One to three additional meetings with City staff for the TAC
- 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: December 31, 2022.
- ☐ On or before ____ Business Days from _____.

Task No. 3: Land Use Analysis – Density and Heights

- A. **Services:** Consultant will assist staff in exploring building typology, massing, and heights in the plan area to test achievable residential densities and commercial square footage on the parcels. Consultant will use 3D block models for these explorations.
- B. **Deliverables:**
- Five or more image exports (in JPG, PNG, or PDF format) of the 3D massing model
 - Five or more image exports (in JPG, PNG, or PDF format) of 2D massing diagrams
- 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: December 31, 2022.
- ☐ On or before ____ Business Days from _____.

Task No. 4: Urban Design, Placemaking, and Public Realm

- A. **Services:** Consultant will prepare an opportunities and constraints diagram summarizing challenges and opportunities for public realm improvements. The diagram will indicate potential locations for seating and gathering areas, outdoor dining, parklets, stormwater-management planting areas, street trees, bus stops with shelters, and other improvements. Consultant will also prepare an urban design framework to guide public realm improvements in relation to private development within the Plan Area, and strategies for placemaking and identity for the Plan Area. Consultant will develop a preliminary concept for streetscape design addressing improvements to the street right-of-way, landscape strategies, planting, street furniture, parking, and stormwater management techniques. Consultant will develop an exhibit of drawings and precedent images illustrating potential design concepts for staff review. Based on staff feedback, consultant will prepare a set of final exhibits for streetscape design.
- B. **Deliverables:**
- ☐ One image export (in JPG, PNG, or PDF format) of opportunities and constraints diagram
 - ☐ Two image exports (in JPG, PNG or PDF format) summarizing the urban design framework, one in two dimension, and one in 3D
 - ☐ Three or more image exports (in JPG, PNG, or PDF format) of draft streetscape concept
 - ☐ Three or more image exports (in JPG, PNG, or PDF format) of final streetscape concept
 - ☐ Ten or more images (in JPG, PNG, PPT, or PDF format) of urban design and streetscape precedents
- 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: December 31, 2022.
- ☐ On or before ____ Business Days from _____.

Task No. 5: Plan Implementation Strategy

- A. Services:** Consultant will assist staff in preparing the implementation strategy for the Station Area plan, as it pertains to Urban Design and Public Realm improvements.
- B. Deliverable:** At least two and up to five one-hour meetings in which consultants and City staff will discuss and revise plan implementation strategy
- 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, 2023.
 - ☐ 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: Matt Benjamin	Phone No.: 408- 535-8103
Department: Planning, Building, & Code Enforcement	E-mail: matt.benjamin@sanjoseca.gov
Address: 200 E. Santa Clara St., T3, 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: James Stickley	Phone No. (415) 229 2801			X
Address: 478 Tehama Street, Suite 2B San Francisco, CA 94103	E-mail: JStickley@wrtdesign.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1.				
2.				
3.				
4.				
5.				

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:

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 expense

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
Task 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	\$ 9,500
Task 2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 4,430
Task 3	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 10,510
Task 4	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 25,630
Task 5	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s)	<input type="checkbox"/> Completion of Work	\$ 2,460

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
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:	\$0
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$ 52,530.00