

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

Cover Page

1a. Intentionally Omitted 1b. AC Contract No.: 33258

2. Approved Service Order No. 2

3. Consultant's Name: Metropolitan Planning Group ("Consultant")

4. Project Name: Various Planning Projects ("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), and Exhibit "D" (Schedule of Specific Services) which are incorporated herein by references.

7. Budget/Fiscal:

| | | |
|---|----|--------------|
| a. Current unencumbered amount in Master Agreement: | \$ | 2,000,000.00 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 147,560.00 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 1,852,440.00 |

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: 001 Appn: 222U RC: 588631 Amount: \$ 73,780

Fund: 001 Appn: 222U RC: 578632 Amount: \$ 73,780

Authorized Signature:

Kayla Do

Email: kayla.do@sanjoseca.gov
Date: 06/09/2023 GMT

Date: _____

8. **Division Analyst Approval:**

Kenneth de Kay

Email: kenneth.dekay@sanjoseca.gov
Date: 06/09/2023 GMT

Date: _____

9. Consultant Approval:

Heather Bradley

Email: hbradley@m-group.us
Date: 06/09/2023 GMT

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:

Johnny Phan

Email: johnny.phan@sanjoseca.gov
Date: 06/09/2023 GMT

Chief Deputy City Attorney

Date: _____

11. City Director Approval:

Chu Chang

Email: chu.chang@sanjoseca.gov
Date: 06/11/2023 GMT

Date: _____

Attachment B: Terms and Conditions

1. **City’s Contract Manager:** The City’s contract manager for this Approved Service Order is:

| | |
|---|---|
| Name: Charla Gomez & Ruth Cueto | Phone No.: 408-535-3555 |
| Department: PBCE Planning Division | Email: Task 1: charla.gomez@sanjoseca.gov Task 2: Ruth.cueto@sanjoseca.gov |
| Address: 200 E Santa Clara St., 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>Consultant’s Contract Manager</u> | | | <u>Required to File Form 700?</u> | | |
|--|---|---------------------|--------------------------------------|---------------------|----------|
| | | | Yes Already Filed (Date Filed) | Yes Need to File | No |
| Name: Heather Bradley | Phone No.: 408-340-5642 ex 103 | | | | <u>X</u> |
| Address: 51 E. Campbell Ave ste 1247, Campbell, CA 95009 | Email: hbradley@m-group.us | | | | |
| <u>Other Staffing</u> | | | | | |
| <u>Name:</u> | <u>Assignment:</u> | <u>Email:</u> | | | |
| 1. Eric Roberts | Task 1 – Advanced Planner – 40 hrs/wk | eroberts@m-group.us | X (1/26/2023) | | |
| | | | | | |

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> |
|-----------------------------|---------------------|
| 1. | |

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 expenses.

5. **Background Check Confirmation:** As the Consultant's Project Manager, I certify that Consultant has conducted or caused to be conducted a criminal history background check of the Temporary Personnel selected for this Approved Service Order and that the assigned employee(s) listed in this Approved Service Order meet the City of San José's Background Clearance Requirements.

| | |
|----------------------------------|--|
| Date of Background Check: | |
| Co | |
| By | <i>Heather Bradley</i> |
| | Email: hbradley@m-group.us Date: 06/09/2023 GMT |
| <hr/> | |
| Name: Heather Bradley | Date |
| Title: Treasurer | |

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 |
| Task 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 | \$73,780.00 |
| Task 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 | \$ 73,780.00 |
| | <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 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 <i>not</i> 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): | | | | | | \$147,560.00 |