



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and PLACEWORKS, INC (“Contractor”), a Corporation for Housing Element Amendment and Rezone Assistance, and is effective on the last date signed below (“Effective Date”).

2. **SERVICES**

2.1 Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

2.2 Contractor’s duties and services under this agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

3. **TIME OF PERFORMANCE**

3.1 This Agreement begins on the Effective Date and ends on August 31, 2026 (“Contract Time”), unless terminated earlier as provided herein. The City’s appropriate department head or City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. **COMPENSATION**

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$468,450.00 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

4.2 Invoices and Payments. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

5.1 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker’s compensation, or other benefits from the City.

5.2 Contractor’s Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

5.3 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

5.4 Subcontractors. Only Contractor’s employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

5.5 Tools, Materials, and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

5.6 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor’s business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS) to be eligible

for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City, and actual attorney's fees incurred by City in connection with the above.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence all City information provided by City to Contractor and use it only to perform this Agreement. Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, "Work Product"), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered "works for hire" and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City's written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor's performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City's final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;

- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers' compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

11.4 Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, or a purchase order, or other transaction.

11.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6 This Section 11 shall survive termination of the Agreement.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy,

age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns Piu Ghosh as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval, Contractor assigns Jennifer Gastelum as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator’s award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City’s waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party’s authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. NOTICES

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

<p>To City of Cupertino Office of the City Manager 10300 Torre Ave. Cupertino, CA 95014</p> <p>Attention: Piu Ghosh Email: piug@cupertino.org</p>	<p>To Contractor: PLACEWORKS, INC 2040 Bancroft Way, Suite 400 Berkeley Ca 94704</p> <p>Attention: Jennifer Gastelum Email: jgastelum@placeworks.com</p>
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27. EXECUTION

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CITY OF CUPERTINO
A Municipal Corporation

CONTRACTOR

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

MICHAEL K. WOO
Senior Assistant City Attorney

ATTEST:

LAUREN SAPUDAR
City Clerk

Date _____



March 2, 2026

Submitted via email

Subject: City of Cupertino: Housing Element Amendment, and Rezone Assistance

Dear Luke:

Please accept the following scope of work to support the City of Cupertino in preparing an amendment to the Housing Element to address the City's potential Senate Bill (SB) 166 shortfall.

PlaceWorks understands that several City-approved projects listed in the Housing Element are being developed with income categories that differ from those originally assumed. This shift reduces the overall housing capacity the City is relying on to meet its remaining RHNA obligations. Because of this, the City must continually verify that adequate capacity still exists to accommodate the remaining RHNA.

We welcome the opportunity to discuss the proposed scope and cost with the City and revise our approach as needed to align with your budget and priorities.

SCOPE OF WORK

Task 1. Determine Current Site Capacity

PlaceWorks will work with City staff to update the Housing Element sites list to reflect any changes since adoption and determine if the city has any SB 166 or SB 330 capacity issues.

1.1 Capacity on Current Sites List

PlaceWorks will evaluate the Housing Element sites list to identify sites that have been developed or have projects that are approved or pending. PlaceWorks will then identify the affordability of each development to determine the City's current standing in meeting the RHNA and determine the remaining sites inventory capacity.

1.2 Approved Projects Not Originally Included in the Housing Element

PlaceWorks will work with staff to determine projects and individual sites that have been approved, have permits issued, or are developed on sites not included in the Housing Element. This capacity will provide the remaining RHNA that needs to be accommodated for the rest of the planning period.

City of Cupertino
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1.3 No Net Loss Tracker

PlaceWorks will prepare a Microsoft Excel-based No-Net-Loss Tracker to monitor the City's Housing Element inventory. This tracker can be maintained by city staff and updated on an ongoing basis with adjusted income levels and unit counts as projects come forward and take credit for units and projects not originally assumed in the Housing Element. The No-Net-Loss Tracker will track the City's progress in meeting the RHNA and monitor the Housing Element sites list to ensure that the City does not fall into a no-net-loss situation (SB 166 and SB 330). PlaceWorks will input data from the City's 2022, 2023, 2024, and 2025 Annual Progress Reports to ensure units are captured from the start of the planning period (June 30, 2022). The No-Net-Loss Tracker will be provided to staff in an Excel file that can be easily managed internally.

Task 1 Deliverables:

- 1 electronic updated Sites Inventory Spreadsheet
- 1 electronic No-Net-Loss Tracker for the City to review and provide feedback

Task 2. Identify Additional Capacity

Once Task 1 has been completed, if it is determined that the City cannot meet the remaining RHNA capacity, PlaceWorks will work with staff to identify alternative sites approaches to meet State law requirements.

2.1 Identify Additional Sites and/or Increased Densities

PlaceWorks will work with City staff to inventory all remaining vacant and any potential underutilized sites that were not previously identified in the Housing Element. We propose starting with the list of sites that were previously considered and include properties that have developer interest. PlaceWorks will analyze the sites list against HCD's guidebook to determine if the sites are appropriate for meeting the RHNA. PlaceWorks will also look at alternate approaches, such as recategorizing income assumptions on sites in the current inventory and reviewing the current sites to determine if increased density makes sense. We propose holding two Zoom meetings to walk through the comments and edits once the City has completed its review.

a. Non-vacant Sites

PlaceWorks will complete the required analysis to determine if the sites are viable and meet the requirements of HCD's guidebook. We will need to collect information such as owner interest, age of structure, if the current use is active, and if there is an active lease. Based on this feedback, we will make the case that the site is appropriate to meet a portion of the RHNA.

b. Small and/or Large Sites Analysis

If small sites (less than 0.5 acres) or large sites (10 acres or larger) are identified as potential sites to meet the RHNA, PlaceWorks will work with City staff to determine the buildable area for each site, which will be based on past history of small and/or large site development. PlaceWorks will include text describing how the buildable area is suitable for development and appropriate to meet a portion of the City's RHNA.

2.2 Prepare Draft Sites Inventory List

Prior to amending the Housing Element, PlaceWorks will work with City staff to finalize the updated draft sites list. Once the list has been approved by City staff, PlaceWorks will incorporate the updated sites list into the Housing Element.

2.3 Fair Housing Sites Analysis and Mapping

AB 686 requires that the City consider the location of housing in relation to resources and opportunities. PlaceWorks will review the draft sites list with City staff to ensure the proposed sites continue to affirmatively further fair housing.

2.4 Modifying/Adding Programs

If needed, PlaceWorks will add or modify programs to support the sites analysis and/or the fair housing analysis. This would also include adjusting any quantified objectives to each applicable program.

Task 2 Deliverables:

- 1 electronic version of the draft sites list for staff to review and provide comments
- 1 electronic version of the revised sites list to present to the public, Planning Commission, and City Council
- 1 electronic version of the final sites list to incorporate into the Housing Element amendments
- 3 virtual meetings during the preparation of the updated sites list

Task 3. Rezoning Assistance

PlaceWorks will assist City staff with rezoning to ensure capacity is available to meet the RHNA. Once sites have been identified, PlaceWorks will create a series of maps identifying which sites are proposed for rezoning. A draft of this work will be provided to the City for review and comment. This task assumes that the City will provide all necessary GIS data, including but not limited to parcels; ownership data; and existing General Plan, zoning, and specific plan data. Should this rezoning include corresponding General Plan Land Use Amendments, PlaceWorks will prepare revisions to the City's Land Use Map. **Note:** If two elements are being updated, there is potential for consideration of an Environmental Justice Element.

PlaceWorks will create a final series of maps depicting the rezoning of the subject lots and will draft text amendments to the Zoning Ordinance to implement the map amendments and ensure that residential development at the new densities allowed on the rezoned parcels is feasible. PlaceWorks will address one round of City staff comments on the draft amendments, then prepare final, clean versions for City staff to put in ordinance format and take through the public hearing process. PlaceWorks will review staff reports for meetings on the zoning changes.

Task 3 Deliverables:

- Draft text for zoning amendments to be used in staff reports or ordinances
- Maps identifying sites to be rezoned, assumes 1 set of revisions
- Maps showing Land Use map changes, assumes 1 set of revisions

Task 4. Housing Element Amendment

4.1 Prepare Draft Amendment

Once a final sites list is agreed upon, PlaceWorks will incorporate the sites and analysis into the Housing Element and will provide a draft of the Housing Element Amendment to the City for review and feedback. We propose holding a Zoom meeting to walk through the comments and edits once the City has completed its review. This will help to limit the number of back-and-forth edits needed, which can slow down the process. Based on staff feedback, PlaceWorks will prepare a final draft amendment for public release and submittal to HCD.

Task 4.1 Deliverables:

- 1 electronic version of the draft for staff to review and provide comments
- Respond to 1 set of consolidated comments
- Participate in 1 Zoom meeting to walk through the City’s comments prior to providing a final draft for submittal to HCD

4.2 Submittal to HCD (60-day Review)

PlaceWorks will submit the amended Housing Element to HCD for review, using tracked changes to show what has been revised. PlaceWorks will also prepare a cover letter identifying why the City is preparing and submitting this amendment. PlaceWorks proposes an informal review with HCD prior to submittal for a 60-day formal review.

During the 60-day review period, PlaceWorks staff will initiate contact with the assigned HCD reviewer within the first 30 days and will coordinate with HCD throughout the 60-day review. If it is possible to make changes during the 60-day review period, PlaceWorks will take the lead with changes and provide an updated draft to post on the City’s website for 7 days prior to submitting any revisions to HCD. PlaceWorks assumes one formal round of review with HCD.

Task 4.2 Deliverables:

- 1 electronic copy (in MS Word and PDF) of the draft Amendment to be posted on the City’s website
- 1 hard copy of the draft Amendment (track-change version) and cover letter to HCD

4.3 Final Housing Element Amendment and Adoption

Once the Housing Element Amendment is approved by HCD, PlaceWorks will prepare a final Housing Element for adoption. Once adopted, PlaceWorks will submit the final housing Element to HCD for certification review (60 days).

Task 4.3 Deliverables:

- 1 electronic copy (in MS Word and PDF) of the final draft to the City and to HCD with a cover letter for their 60-day review; 1 clean version and 1 showing all changes made.
- 2 hard copies submitted to HCD (1 clean version and 1 showing changes made)

4.4 Addressing Public Comment

During the drafting of the revisions requested by HCD, PlaceWorks will review public comments and incorporate revisions into the Housing Element Amendment as necessary. The budget assumes eight hours of PlaceWorks' time to address public comments. The budget does not assume formal responses to the commenter.

Task 4.4 Deliverable:

- 8 hours to review and incorporate public comments into the Amendment

Task 5. Outreach

PlaceWorks understands that the City will need to present the revised sites list for public input and comment as well as take the amendment through the public hearings process. PlaceWorks will prepare for and attend six public meetings at City staff's direction. We can participate in additional meetings at a cost of \$3,000 per meeting.

Task 5 Deliverables:

- Attendance at 6 meetings at the direction of City staff

Task 6. Environmental Compliance

PlaceWorks will prepare defensible environmental documentation under the California Environmental Quality Act (CEQA) to evaluate the potential physical environmental impacts associated with the Housing Element Amendment (proposed project).

Because the housing sites have not yet been identified for the Housing Element Amendment, this scope of work is preliminary and will require refinement based on the final housing sites inventory list. This preliminary scope of work assumes that the housing sites will be previously developed sites along commercial corridors. The environmental analysis will be conducted at the program level; this scope of work does not include any project-level analysis of specific development projects.

6.1 CEQA Kick-off Meeting

PlaceWorks will participate in a kick-off meeting with the PlaceWorks housing team and City staff to review the housing sites inventory, draft Housing Element Amendment, available information, and data and schedule needs. This scope of work assumes this meeting will be conducted as a virtual meeting (e.g., Zoom or Teams).

6.2 CEQA Document Approach

Based on our kick-off discussion, PlaceWorks will confer with City staff to confirm the CEQA approach for the Housing Element Amendment. Generally, as a first line of approach, CEQA documentation should utilize a statutorily required exemption or streamlining options, if applicable. To streamline the CEQA process, the City may prepare an Addendum to a previously certified environmental impact report (EIR). The following list details the decision-making path that will determine the outcome of this task:

- **Exemption.** PlaceWorks has reviewed available exemption options for the Housing Element Amendment and has not identified any applicable exemption approaches. However, once we have the final housing sites list, PlaceWorks will again consider whether any CEQA exemptions are applicable to the Housing Element Amendment.

City of Cupertino
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- **Addendum.** If it is determined that the Housing Element Amendment will not qualify for an exemption, PlaceWorks will consider whether the project can be evaluated using an Addendum to a previously certified EIR. In this case, PlaceWorks will prepare an Addendum to the “General Plan Amendment, Housing Element Update, and Associated Rezoning Project EIR” (State Clearinghouse No. 2014032007) that was certified by the Cupertino City Council in December 2014 and subsequently amended by various addenda to the EIR and a 2024 Environmental Assessment (herein collectively referred to as the “certified EIR”). If an EIR Addendum is selected as the appropriate CEQA document, we will also work with City staff to determine the significance criteria (e.g., current CEQA Guidelines Appendix G criteria or criteria from previous environmental documentation) to be used in the Addendum.
- **EIR.** If the Housing Element Amendment does not qualify for an exemption or EIR Addendum, PlaceWorks recommends preparation of a “stand-alone” EIR for the proposed Housing Element Amendment.

PlaceWorks will submit a memorandum outlining the decided-upon CEQA documentation approach for City review and approval. Fehr & Peers will assist PlaceWorks with this task.

After determination of the appropriate CEQA documentation, PlaceWorks will prepare a detailed project schedule for completion of the CEQA document.

Task 6.2 Deliverables:

- CEQA document approach memorandum (PDF)
- Detailed project schedule (Excel)

6.3 Technical Analysis

This scope of work assumes that the housing sites will be on previously developed sites and that detailed technical analysis will not be required to evaluate potential environmental impacts associated with biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and utilities and service systems. A contract modification would be required to provide technical analysis of any of these topics.

This scope of work assumes that preparation of a Water Supply Assessment (WSA) will not be necessary. If it is determined that the project meets the definition of a project in Water Code Section 10912, PlaceWorks can prepare a WSA, subject to a contract modification.

Based on our preliminary understanding of the housing sites that may be included in the proposed project, PlaceWorks anticipates that technical analyses for air quality, energy, and GHG emissions; noise; and transportation will be required. The scope of work for the technical analyses will be refined, if necessary, based on the final housing sites list as well as the document approach decisions in Task 6.2, *CEQA Document Approach*. The results of the technical analyses will be incorporated into the CEQA document prepared in Task 6.3, *Environmental Review Documentation*, with technical modeling included as document appendices.

a. Air Quality, Energy, and Greenhouse Gas Emissions

PlaceWorks will prepare a program-level air quality, greenhouse gas (GHG) emissions, and community risk and hazards analysis to evaluate impacts associated with the proposed project. The analysis will be prepared in accordance with the Bay Area Air District (Air District) CEQA Guidelines.

PlaceWorks will model the net increase in regional emissions associated with anticipated development on the housing sites. The transportation sector emissions will be based on daily trips provided by Fehr & Peers. Modeling will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod), and emissions will be compared to the Air District's significance criteria. Construction emissions will be addressed qualitatively in the program-level CEQA document.

The GHG section will include a consistency evaluation with applicable State, regional, and local plans adopted for the purpose of reducing GHG emissions. Additionally, the project will be compared against the Bay Area Air District's best management practices to achieve the GHG reduction targets of Assembly Bill 1279, as illustrated in their 2022 CEQA Air Quality Guidelines, which consist of designing buildings to be all-electric, meeting California Green Building Standards Code (CALGreen) Tier 2 electric vehicle charging standards, and demonstrating consistency with adopted Senate Bill 743 transportation goals.

b. Noise

PlaceWorks will prepare a program-level noise and vibration technical analyses for the proposed project. PlaceWorks will provide a qualitative analysis for potential construction impacts associated with buildout of the housing sites. No noise monitoring and no detailed modeling of airport noise is proposed.

The proposed project is anticipated to affect future traffic volumes. Therefore, PlaceWorks will model traffic noise using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Prediction Model.

Noise impacts from non-transportation sources (e.g., heating, ventilation, and air conditioning units) will be evaluated on a programmatic level, qualitatively based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations in the City's municipal code.

c. Transportation

Fehr & Peers will conduct the following tasks for the project.

i. Meetings and Coordination

Fehr & Peers will collaborate with PlaceWorks and City staff to confirm the candidate Housing Element site inventory and ensure CEQA and transportation assumptions are consistent with the broader Housing Element implementation strategy. Coordination will focus on confirming assumptions and responsibilities, reviewing preliminary findings, and identifying next steps as analysis progresses.

Fehr & Peers has assumed up to three primary coordination meetings, including:

- **Kick-off meeting** to confirm the candidate site inventory, roles, schedule, and analysis assumptions.
- **Interim findings discussion** to review preliminary screening results, identify issues requiring coordination with the City team and PlaceWorks, and confirm the direction for subsequent analysis.
- **Final meeting** to review conclusions, recommended CEQA and transportation analysis pathways, and immediate next steps for implementation.

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In addition to these primary meetings, Fehr & Peers can participate in one intermediate check-in to provide status updates; respond to questions; and maintain alignment on scope, schedule, and technical approach.

ii. VMT Screening Assessment

Fehr & Peers will conduct a Housing Element–level vehicle miles traveled (VMT) screening assessment for candidate Housing Element sites. This assessment will be conducted consistent with the City of Cupertino Municipal Code Chapter 17.08, the City’s Transportation Study Guidelines, the State CEQA Guidelines, and established SB 743 screening methodologies.

This task is intended to determine, at a programmatic screening level, whether candidate sites may reasonably be anticipated to qualify for streamlined VMT screening based on their infill context, surrounding land uses, and proximity to transit, or whether additional project-level VMT analysis would likely be required in later implementation phases.

a) Policy and Screening Framework Context

Fehr & Peers will summarize the transportation-related policies, plans, and guidance relevant to VMT screening determinations for Housing Element sites. This will include review of applicable provisions of the City’s Transportation Study Guidelines, which recognize the case-by-case application of small project and residential infill screening criteria consistent with CEQA Guidelines Sections 15064.7(b) and 15064(b)(2).

This summary will provide context for how screening determinations are applied at the Housing Element level and will support the administrative record for subsequent site-specific implementation.

b) Housing Element–Level VMT Screening Assessment

Fehr & Peers will apply the City’s adopted SB 743 screening framework to evaluate whether candidate Housing Element sites exhibit characteristics that support VMT screening at the programmatic level. This assessment will consider factors such as residential density assumptions, surrounding land use context, and proximity to high-quality transit, consistent with State guidance and City policy.

Where applicable, Fehr & Peers will evaluate whether candidate sites align with infill development characteristics commonly associated with reduced VMT generation relative to citywide or regional averages, recognizing that final screening determinations are made on a site-specific basis during project-level review.

c) Identification of Anticipated Next Steps

For candidate sites that do not appear to support VMT screening at the Housing Element level, Fehr & Peers will document the basis for that conclusion and identify the anticipated next-step pathway, including the likely need for project-level VMT analysis during subsequent discretionary review. This task will not include preparation of project-level VMT analysis but will clearly outline when such analysis may be required in future phases.

iii. Documentation

Fehr & Peers will prepare a consolidated memorandum documenting the results of Task ii. The purpose of this memorandum is to establish a clear and defensible administrative record supporting the City's evaluation of candidate Housing Element sites and transportation analysis pathway for each site. The memorandum will:

- Summarize the candidate site list evaluated and the key assumptions used.
- Document VMT screening results.
- Note any sites that are not screened from VMT analysis.

The memorandum will be structured to provide transparency regarding methodology, assumptions, and applicable statutory and guideline references. Draft documentation will be provided for City review. We have assumed up to eight hours for one consolidated round of comments prior to finalization.

6.4 Environmental Review Documentation

PlaceWorks will prepare CEQA documentation based on the approach determined in Task 6.2, *CEQA Document Approach*. Based on our preliminary understanding of the proposed project, PlaceWorks does not anticipate that the project will qualify for an exemption. Therefore, this scope of work provides the following two options.

- Option A is to prepare an Addendum to the "General Plan Amendment, Housing Element Update, and Associated Rezoning Project EIR" (State Clearinghouse No. 2014032007) that was certified by the Cupertino City Council in December 2014 and subsequently amended by various addenda to the EIR and a 2024 Environmental Assessment ("certified EIR").
- Option B is to prepare a "stand-alone" EIR for the proposed Housing Element Amendment.

Option A: EIR Addendum

A.1 Administrative Draft EIR Addendum

PlaceWorks will prepare an Addendum to the certified EIR (State Clearinghouse No. 2014032007), referencing the conclusions in the certified EIR wherever possible for the conclusions in the Addendum. The Addendum will utilize the significance criteria decided in Task 6.2, *CEQA Document Approach*, and will be organized to provide comparative conclusions with the certified EIR as well as the necessary conclusions to demonstrate the project's compliance with CEQA Guidelines Section 15164. Where relevant, the Addendum will identify mitigation measures from previous environmental documents that will apply to the proposed project.

The EIR Addendum will incorporate the conclusions of the technical analyses completed in Task 6.3, *Technical Analysis*.

PlaceWorks will submit the administrative draft EIR Addendum electronically for City review and comment.

Task A.1 Deliverable:

- Administrative draft EIR Addendum (Word, with figures and appendices in PDF)

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A.2 Screencheck and Final EIR Addendum

Following one round of review by City staff, PlaceWorks will prepare a screencheck EIR Addendum. Following a second round of review, PlaceWorks will prepare the final EIR Addendum. Our scope of work assumes that PlaceWorks will receive a single, internally reconciled set of comments as part of each review cycle. PlaceWorks assumes that a minimal level of effort, not exceeding four hours, would be required to respond to any comments on the screencheck EIR Addendum.

Task A.2 Deliverables:

- Screencheck and final EIR Addendum (PDF)

Option B: EIR

B.1 Initial Study

PlaceWorks will prepare an Initial Study to clearly identify the environmental topic(s) requiring analysis in the EIR. PlaceWorks will submit the administrative draft Initial Study electronically (in Word) for City review and comment. Following one round of review by City staff, PlaceWorks will prepare a screencheck Initial Study. The final Initial Study will be provided as an attachment to the final Notice of Preparation prepared in Task B.2, *Notice of Preparation*.

This scope of work assumes the housing sites will be on previously developed sites and that compliance with existing regulations (including City of Cupertino Standard Environmental Protection Requirements) will be sufficient to address many potential environmental impacts. Further, this scope of work assumes that the housing sites will be within a transit priority area and therefore, consistent with CEQA Statute Section 21099, an analysis of aesthetics impacts will not be required.

This scope of work therefore assumes that the following topics will be “scoped out” of the EIR:

- Aesthetics
- Agriculture and Forestry Resources
- Mineral Resources
- Wildfire

A contract modification would be required to include any of these topics in the EIR.

Task B.1 Deliverables:

- Administrative draft Initial Study (Word, with figures in PDF)
- Screencheck Initial Study (PDF)

B.2 Notice of Preparation

PlaceWorks will prepare a Notice of Preparation (NOP) of an EIR pursuant to CEQA Guidelines Section 15082. The NOP will include a brief project history, location maps, and the Initial Study prepared in Task B.1, *Initial Study*. This scope of work assumes one round of review on the draft NOP.

PlaceWorks will post the NOP and Initial Study to the State Clearinghouse and County Clerk. This scope of work assumes that City staff will be responsible for local noticing.

During the 30-day scoping period, PlaceWorks will virtually (e.g., via Zoom) attend and facilitate a scoping meeting to receive public comments on the scope of the EIR.

Task B.2 Deliverables:

- Draft Notice of Preparation (Word, with figures in PDF)
- Final Notice of Preparation and Initial Study (PDF)
- County Clerk filing
- State Clearinghouse submittal

B.3 Administrative Draft EIR

PlaceWorks will prepare an Administrative Draft EIR and submit it to City staff for review and comment. The Draft EIR will include an executive summary, introduction, project description, environmental analysis of the topic(s) not “scoped out” in the initial study, alternatives analysis, and CEQA-required conclusions. The EIR will incorporate the technical analyses from Task 6.3, *Technical Analysis*. This scope of work assumes that the EIR will include an analysis of the following topics:

- | | |
|-----------------------------------|---------------------------------|
| ▪ Air Quality | ▪ Land Use and Planning |
| ▪ Biological Resources | ▪ Noise |
| ▪ Cultural Resources | ▪ Population and Housing |
| ▪ Energy | ▪ Public Services |
| ▪ Geology and Soils | ▪ Recreation |
| ▪ Greenhouse Gas Emissions | ▪ Transportation |
| ▪ Hazards and Hazardous Materials | ▪ Tribal Cultural Resources |
| ▪ Hydrology and Water Quality | ▪ Utilities and Service Systems |

The Draft EIR will include a more detailed project description than in Option A, including, for example, objectives for the project, which are required for an EIR. The draft project description will be provided to the City for one round of review and comment prior to submittal of the Administrative Draft EIR.

This scope of work assumes that the alternatives analysis will evaluate the CEQA-required “No Project Alternative” and up to two additional alternatives. PlaceWorks will work with City staff to determine the range of potential alternatives for inclusion in the analysis. Any alternatives discussed but not selected will be described in the EIR as “considered but rejected.”

This scope of work assumes that the scoping comments will not lead to the need to evaluate additional environmental topics or alternatives or require an expanded analysis.

Task B.3 Deliverables:

- Draft Project Description (Word, with figures in PDF)
- Administrative Draft EIR (Word, with figures in PDF)

B.4 Screencheck and Public Review Draft EIR

Following one round of review by City staff, PlaceWorks will prepare a Screencheck Draft EIR. Following a second round of review, PlaceWorks will prepare the Public Review Draft EIR.

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Our scope of work assumes that PlaceWorks will receive a single, internally reconciled set of comments as part of each review cycle. PlaceWorks assumes that a minimal level of effort, not exceeding 8 hours, will be required to respond to any comments on the Screencheck Draft EIR.

Task B.4 Deliverables:

- Screencheck Draft EIR (PDF)
- Public Review Draft EIR (PDF)

B.5 Public Review

PlaceWorks will prepare the Notice of Availability (NOA) of the Draft EIR. This scope of work assumes one round of review on the draft NOA. We will ensure all documentation to be uploaded to the State Clearinghouse meets accessibility requirements for public review.

PlaceWorks will be responsible for delivery of the Draft EIR and NOA to the State Clearinghouse and County Clerk, along with any associated submittal materials required by the State Clearinghouse (e.g., summary form and/or Notice of Completion form).

PlaceWorks will virtually attend (e.g., via Zoom) and facilitate a public comment meeting for the Draft EIR.

Task B.5 Deliverables:

- Draft Notice of Availability (Word)
- Final Notice of Availability (PDF)
- County Clerk filing
- State Clearinghouse submittal (electronic)
- Public comment meeting presentation (PowerPoint)

B.6 Administrative Draft Final EIR

Following the public review period, PlaceWorks will compile and organize the comments received on the Draft EIR. Each comment letter received will be bracketed and assigned a number to facilitate review. Our scope of work assumes that City staff will forward all public comments within five working days of the close of the public review period.

Our scope of work assumes that PlaceWorks staff will devote up to 40 hours of staff labor to responding to public comments on the Draft EIR and preparing revisions to the Draft EIR, if needed. We assume no additional modeling or substantive new technical analysis would be required to adequately respond to comments. If additional time is needed due to an unforeseen volume or complexity of comments, we may request a contract modification to cover additional labor costs.

PlaceWorks will prepare an Administrative Final EIR, which will include responses to comments and revisions to the Draft EIR as necessary.

Task B.6 Deliverable:

- Administrative Final EIR (Word, with figures in PDF)

B.7 Screencheck and Final EIR

Following one round of review by City staff, PlaceWorks will prepare a Screencheck Final EIR. Following a second round of review, PlaceWorks will prepare the Final EIR.

Our scope of work assumes that PlaceWorks will receive a single, internally reconciled set of comments as part of each review cycle. PlaceWorks assumes that a minimal level of effort, not exceeding 4 hours, will be required to respond to any comments on the Screencheck Final EIR.

Task B.7 Deliverables:

- Screencheck Final EIR (PDF)
- Final EIR (PDF)

B.8 Certification Documents

PlaceWorks will prepare the following documents prior to certification of the EIR:

- Mitigation Monitoring and Reporting Program
- Findings of Fact
- Statement of Overriding Considerations (if required)

Our scope of work includes one round of review for each of these documents, with draft versions submitted in Word and final versions submitted in PDF.

Task B.8 Deliverables:

- Draft (Word) and Final Mitigation Monitoring and Reporting Program (PDF)
- Draft (Word) and Final Findings of Fact (PDF)
- Draft (Word) and Final Statement of Overriding Considerations (PDF)

Task 7. Tribal Consultation

PlaceWorks will assist the City with tribal consultation required by SB 18 and, if applicable, AB 52. (AB 52 will apply if an EIR is prepared.) PlaceWorks will complete the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the NAHC list, PlaceWorks will draft letters (on City letterhead) to each of the tribes. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult. Following the consultation meeting (or conference call), PlaceWorks will prepare a brief memorandum documenting the results of the tribal outreach and consultation process. Completion of the tribal consultation process is needed prior to acting on the project. Because consultation must be government to government, this scope of work assumes the City will send the draft letters to the tribes via email and mail.

Task 7 Deliverables:

- Draft letter to NAHC-identified tribes (Word)
- Facilitation, attendance, and documentation of requested consultations

Task 8. Project Approval

Our scope of work includes PlaceWorks' participation in up to four public hearings on consideration of the approval/certification of the proposed project and CEQA document. This scope of work includes preparation and presentation of a brief PowerPoint presentation as part of our hearing preparation and attendance. This scope of work assumes that PlaceWorks will attend the hearings virtually (e.g., via Zoom)

Following approval/certification of the CEQA document and within five days of approval of the Housing Element Amendment, PlaceWorks will prepare a Notice of Determination (NOD) for submittal to the County Clerk. Our scope of work assumes PlaceWorks will assist with preparing noticing materials and filing of the NOD with the County Clerk and that the City will pay the filing fees. PlaceWorks will also submit the NOD and Final EIR to the State Clearinghouse.

Task 8 Deliverable:

- Hearing presentation (PowerPoint)
- Notice of Determination
- County Clerk filing
- State Clearinghouse submittal

Task 9. Project Management and Coordination

PlaceWorks will communicate with City staff via phone and email throughout the project. PlaceWorks assumes seven meetings (monthly meetings) with City staff until the draft Housing Element is submitted to HCD for review. PlaceWorks then assumes an additional five meetings to assist with continued coordination of the rezone.

Task 9 Deliverable:

- 12 virtual meetings

SCHEDULE

PlaceWorks’ proposed schedule for assistance with the Housing Element Amendment is shown in Table 1. If the City is required to rezone, it is possible the schedule will be extended.

TABLE 1: SCHEDULE

TASK	TIMELINE
2026	
Review and identify potential sites	February 2026
Present draft sites list to Planning Commission and City Council	March–April 2026
Finalize sites list	May–June 2026
City staff begin rezone process (if needed)	July 2026
Prepare draft housing element amendment	June–July 2026
City staff review Housing Element Amendment (2 weeks)	August 2026
Modify Housing Element Amendment per City edits	August 2026
Informal submittal to HCD	September 2026
Present Housing Element Amendment to Planning Commission and City Council	September–October 2026
Release Housing Element Amendment to the public (7 days)	October 2026
Submit Housing Element Amendment to HCD (60-day review)	November–December 2026
Call with HCD to review revisions (if possible)	November/December 2026
Modify Housing Element Amendment per HCD direction (if possible)	November/December 2026
Receive letter from HCD	December 2026
Planning Commission recommendation and City Council adoption	January 2027
CEQA Option A (EIR Addendum)	June 2026–January 2027
CEQA Option B (EIR)	June 2026–August 2027

BUDGET

As shown in Table 2, *Cost Proposal*, the estimated cost to complete the scope of work described in this proposal using CEQA Option A (EIR Addendum) is \$317,745. The cost with CEQA Option B (EIR) is \$468,450. PlaceWorks recommends including a 10 percent contingency fund to cover unforeseen, out-of-scope tasks. The cost for Option A with the contingency is \$349,520. The cost for Option B with the contingency is \$515,295.

PlaceWorks would like the opportunity to fine-tune the scope and budget and determine where costs can be reduced and can prioritize where the City would like to focus efforts.

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TABLE 2: COST PROPOSAL

Hourly Rate:	PLACEWORKS																SUBCONSULT			10% Subconsultant Markup	Subconsultant Total	Total Task Budget		
	Jennifer Gastelum	Cynthia Walsh	Mark Teague	CEQA Project Manager	CEQA Planner	Tech Services	AQ/Energy/GHG	Noise	Key Tech Staff	GIS	GRAPHICS	TECH. EDITOR	WP/CLERICAL	PlaceWorks Hours Total	PlaceWorks Budget Total	Fehr & Peers Transportation								
	Principal In Charge \$290	Project Manager \$235	Housing Associate \$170	CEQA Advisor \$290	CEQA Lead \$270	CEQA Project Manager \$190	CEQA Planner \$160	Tech Services \$285	AQ/Energy/GHG \$255	Noise \$260	Key Tech Staff \$180	GIS \$170	GRAPHICS \$125	TECH. EDITOR \$160	WP/CLERICAL \$130	PlaceWorks Hours Total	PlaceWorks Budget Total	Fehr & Peers Transportation						
Task 1. Determine Current Site Capacity																								
1.1	Capacity on Current Sites List		6	4										4				14	\$2,770	0	\$0	\$0	\$2,770	
1.2	Approved Projects not Originally Included in HE		6	4														10	\$2,090	0	\$0	\$0	\$2,090	
1.3	No- Net- Loss Tracker		2	8														10	\$1,830	0	\$0	\$0	\$1,830	
	Task 1. Subtotal	0	14	16	0	0	0	0	0	0	0	0	0	4	0	0	0	34	\$6,690	\$0	\$0	\$0	\$6,690	
Task 2. Identify Additional Capacity																								
2.1	Identify Add'l Sites and/or Increased Densities		8	12	1									8				29	\$5,570	0	\$0	\$0	\$5,570	
	a. Non-Vacant Sites		4	8														12	\$2,300	0	\$0	\$0	\$2,300	
	b. Small and/or Large Sites Analysis		4	8														12	\$2,300	0	\$0	\$0	\$2,300	
2.2	Prepare Draft Sites Inventory List	2	4	8										4				18	\$3,560	0	\$0	\$0	\$3,560	
2.3	Fair Housing Sites Analysis and Mapping		1	8														9	\$1,595	0	\$0	\$0	\$1,595	
2.4	Modifying/Adding Programs		1	4														5	\$915	0	\$0	\$0	\$915	
	Task 2. Subtotal	2	22	48	1	0	0	0	0	0	0	0	0	12	0	0	0	85	\$16,240	\$0	\$0	\$0	\$16,240	
Task 3. Rezone Assistance																								
3.1	Rezone Assistance		24	16	1									12				53	\$10,690	0	\$0	\$0	\$10,690	
	Task 3. Subtotal	0	24	16	1	0	0	0	0	0	0	0	0	12	0	0	0	53	\$10,690	\$0	\$0	\$0	\$10,690	
Task 4. Housing Element Amendment																								
4.1	Prepare Draft Amendment	4	4	16	1													31	\$6,070	0	\$0	\$0	\$6,070	
4.2	Submittal to HCD		10	16														26	\$5,070	0	\$0	\$0	\$5,070	
4.3	Final Housing Element and Adoption		4	4														12	\$2,260	0	\$0	\$0	\$2,260	
4.4	Addressing Public Comment		2	6	1													9	\$1,780	0	\$0	\$0	\$1,780	
	Task 4. Subtotal	4	20	42	2	0	0	0	0	0	0	0	0	0	0	10	0	78	\$15,180	\$0	\$0	\$0	\$15,180	
Task 5. Outreach																								
5.1	Public Meetings	4	48	12										6				70	\$15,500	0	\$0	\$0	\$15,500	
	Task 5. Subtotal	4	48	12	0	0	0	0	0	0	0	0	0	6	0	0	0	70	\$15,500	\$0	\$0	\$0	\$15,500	
Task 6. Environmental Clearance																								
6.1	CEQA Kick-Off Meeting	1	1		1	2	4	2										11	\$2,435	0	\$0	\$0	\$2,435	
6.2	CEQA Document Approach				1	2	4	4										12	\$2,390	0	\$0	\$0	\$2,390	
6.3	Technical Analysis	0	0	0	3	12	12	0	24	24	24	180	0	6	18	6		309	\$62,400	50,000	\$5,000	\$55,000	\$117,400	
6.4	Environmental Review Documentation																							
Option A	EIR Addendum	1	1	1	2	52	104	142	12	18	6	48	6	6	14	12		425	\$81,575	0	\$0	\$0	\$81,575	
Option B	EIR	2	2	2	6	182	277	374	20	28	12	88	33	42	97	72		1237	\$232,280	0	\$0	\$0	\$232,280	
	Task 6. Subtotal with Option A	2	2	1	7	68	124	148	36	42	30	228	6	12	33	18		757	\$148,800	\$50,000	\$5,000	\$55,000	\$203,800	
	Task 6. Subtotal with Option B	3	3	2	11	198	297	380	44	52	36	268	33	48	116	78		1569	\$299,505	\$50,000	\$5,000	\$55,000	\$354,505	
Task 7. Tribal Consultation																								
7	Tribal Consultation		1	8		1	1	4										15	\$2,695	0	\$0	\$0	\$2,695	
	Task 7. Subtotal	0	1	8	0	1	1	4	0	0	0	0	0	0	0	0	0	15	\$2,695	\$0	\$0	\$0	\$2,695	
Task 8. Project Approval																								
8	Project Approval	12	18	8		12	18	8										76	\$17,010	0	\$0	\$0	\$17,010	
	Task 8. Subtotal	12	18	8	0	12	18	8	0	0	0	0	0	0	0	0	0	76	\$17,010	\$0	\$0	\$0	\$17,010	
Task 9. Project Management and Coordination																								
9	Project Management		25		8	36	48											117	\$27,035	0	\$0	\$0	\$27,035	
	Task 9. Subtotal	0	25	0	8	36	48	0	0	0	0	0	0	0	0	0	0	117	\$27,035	\$0	\$0	\$0	\$27,035	
	Labor Hours Total - CEQA Option A	24	174	151	19	117	191	160	36	42	30	228	40	12	43	18		1285						
	Labor Hours Total - CEQA Option B	25	175	152	23	247	364	392	44	52	36	268	67	48	126	78		2097						
	Labor Dollars Total - CEQA Option A	\$6,960	\$40,890	\$25,670	\$5,510	\$31,590	\$36,290	\$25,600	\$10,260	\$10,710	\$7,800	\$41,040	\$6,800	\$1,500	\$6,880	\$2,340		\$259,840	\$50,000		\$55,000	\$314,840		
	Labor Dollars Total - CEQA Option B	\$7,250	\$41,125	\$25,840	\$6,670	\$66,690	\$69,160	\$62,720	\$12,540	\$13,260	\$9,360	\$48,240	\$11,390	\$6,000	\$20,160	\$10,140		\$410,545	\$50,000		\$55,000	\$465,545		
EXPENSES																								
	PlaceWorks Reimbursable Expenses																						\$2,905	
	Subconsultant Reimbursable Expenses																						\$0	
Grand Total with CEQA Option A (EIR Addendum)																								
																							\$317,745	
																							with 10% contingency	\$349,520
Grand Total with CEQA Option B (EIR)																								
																							\$468,450	
																							with 10% contingency	\$515,295

ACKNOWLEDGEMENT

This proposal shall remain valid for a period of 90 days from the time of submittal. As a Principal, I am authorized to bind PlaceWorks and the project team to the contents of this proposal.

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact us.

Respectfully submitted,

PlaceWorks



Jennifer Gastelum
Principal



Cynthia Walsh
Senior Associate