

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF SUNNYVALE AND ASCENT ENVIRONMENTAL INC. FOR PROFESSIONAL SERVICES ASSISTANCE FOR THE PREPARATION OF THE CITY OF SUNNYVALE'S HOUSING ELEMENT FOR 2023-2031 (6TH RHNA CYCLE)**

This Amendment to Consultant Services Agreement, dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a California chartered municipal corporation ("CITY"), and ASCENT ENVIRONMENTAL INC. ("CONSULTANT").

WHEREAS, on August 13, 2021, CITY and CONSULTANT entered into a Consultant Services Agreement whereby CONSULTANT would provide professional services necessary for assistance for the preparation of the City of Sunnyvale's Housing Element for 2023-2031 (6th RHNA Cycle); and

WHEREAS, on July 18, 2022, CITY and CONSULTANT entered into a first-amendment Consultant Services Agreement whereby the Parties agreed to amend the Agreement by adding an additional Scope of Work, Exhibit "A-1", and additional compensation schedule, Exhibit "B-1", and to increase the contract not-to-exceed amount by \$49,980.00 for a new contract total amount of \$239,980.00; and

WHEREAS, the parties now agree that a second amendment to said agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT:

**2. Services by CONSULTANT**

CONSULTANT shall provide additional services in accordance with Exhibit "A-2" entitled "Scope of Work", CONSULTANT shall determine the method, details, and means of performing the services.

**4. Compensation**

CITY agrees to pay CONTRACTOR at the billing rates per Exhibit "B-2" Total compensation shall not exceed Two Hundred Ninety-Two Thousand Nine Hundred Thirty and 00/100 Dollars. (\$292,930).

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Manager

ASCENT ENVIRONMENTAL ("CONTRACTOR")

By \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Name/Title

December 15, 2022

Jenny Carloni  
Housing Officer  
City of Sunnyvale  
650 West Olive Avenue  
Sunnyvale, CA 94086  
via email: JCarloni@sunnyvale.ca.gov

**Subject: Amendment Request #2 to the Scope of Services and Cost Estimate for the City of Sunnyvale Housing Element**

Dear Ms. Carloni:

Ascent looks forward to continuing work with the City of Sunnyvale on the Housing Element Update and ensuring the City's Housing Element achieves certification by the California Department of Housing (HCD) and Community Development. The HCD Review process for this sixth housing element cycle has been a challenge for jurisdictions across the State, particularly in light of new requirements to demonstrate adequate sites and to affirmatively further fair housing. The nature of the sites inventory, changes to the Moffett Park Specific Plan project, and the added interest from housing advocates has made Sunnyvale's review process even more complicated than most.

The following scope of work includes additional time for Ascent to assist Sunnyvale with the HCD review process. It assumes two additional rounds of HCD review, meetings with interested stakeholders, and a memo to the City Council describing revisions made to address HCD and public comments. It also includes additional project management time to reflect the extended project schedule and allow for continued coordination with City staff through the end of the project.

Please see the following augmented scope of work and cost estimate to address these additional services.

## **A. AMENDED SCOPE OF WORK**

### **Task 1: Project Administration**

Ascent will participate in conference calls with City staff every other week until adoption, which is anticipated for May/June 2023. Ascent will prepare monthly invoices and progress reports.

## **Task 4: HCD Review**

### ***Subtask 4.1 – Complete First Round of HCD Review***

Ascent will assist the City with completing revisions to address the first HCD Comment letter as well as letters received from advocates and other members of the public. This includes revisions to the sites inventory, fair housing assessment, constraints analysis, and housing programs. It also includes review of all public comment letters, identification of comments requiring response, and preparation of revisions in response to public comments. This task also includes 4 hours of attendance at meetings with interested stakeholders to gather feedback on the proposed revisions. Ascent will prepare a track changes version of the Housing Element along with a cover memo identifying changes made to address HCD comments and submit it to HCD for their 60-day review.

### ***Subtask 4.2 – Second Round of HCD Review***

Ascent will assist the City with a second round of HCD review, assuming additional revisions are needed to satisfy HCD. Ascent will review the comment letter from HCD, prepare revisions to applicable chapters in track changes, prepare a cover memo identifying where changes were made, and submit the revisions to HCD for their 60-day review.

### ***Subtask 4.3 – Third Round of HCD Review***

Ascent will assist the City with a third round of HCD review, assuming additional revisions are needed to satisfy HCD. Ascent will review the comment letter from HCD, prepare revisions to applicable chapters in track changes, prepare a cover memo identifying where changes were made, and submit the revisions to HCD for their 60-day review.

### ***Subtask 4.4 – City Council Meeting Support***

Ascent will prepare a cover memo to the City Council summarizing the key comments from HCD and members of the public and how they are addressed in the Housing Element. Ascent will prepare a presentation and attend one study session with the City Council to present the draft revisions prior to submitting the Revised Draft Housing Element to HCD.

## **B. KEY ASSUMPTIONS AND EXCLUSIONS**

This scope amendment assumes all key assumptions previously outlined in the executed contract, dated August 13, 2021. No changes or additional assumptions and exclusions are proposed at this time.

## **C. COST ESTIMATE**

Ascent's proposed cost to complete the tasks described above is \$52,950 as shown in the attached spreadsheet. The proposed price is based on estimated hours and 2022 labor rates. Monthly invoices will

be submitted based on hours billed and other direct costs incurred during each billing period. Ascent reserves the right to move cost allocations between tasks so long as the overall budget is not exceeded.

If executed, this amendment request would increase the total contract price to \$292,930.

Thank you for the opportunity to provide this amendment request.

We look forward to continuing our work with you on this important project. If you have any questions, please feel free to contact us.

Sincerely,



Chelsey Payne, AICP  
Project Director  
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Pat Angell  
Principal-in-Charge  
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Attachments:

A Cost Estimate

## Exhibit "B-2" Cost Estimate

Task		Price	Hours
<b>Task 1</b>	<b>Additional Project Management</b>	<b>\$6,540</b>	<b>36</b>
<b>Task 2</b>	<b>HCD Revisions</b>	<b>\$43,370</b>	<b>246</b>
4.1	Complete First Round of HCD Review	\$21,870	122
4.2	Second Round of HCD Review	\$10,990	62
4.3	Third Round of HCD Review	\$7,430	42
4.4	City Council Meeting Support	\$6,120	36
<b>LABOR SUBTOTAL</b>		<b>\$52,950</b>	<b>298</b>

hourly  
rate:

<b>PAYNE</b> Project Director \$250	<b>POPE</b> Urban Planner \$130	<b>MERRY</b> GIS \$155	Admin \$125
<b>16</b>	<b>8</b>	<b>-</b>	<b>12</b>
<b>92</b>	<b>140</b>	<b>14</b>	<b>-</b>
48	64	10	
24	36	2	
16	24	2	
12	24		
<b>116</b>	<b>156</b>	<b>14</b>	<b>12</b>
<b>\$29,000</b>	<b>\$20,280</b>	<b>\$2,170</b>	<b>\$1,500</b>