

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: 663456
- 2.** Approved Service Order No. 8
- 3.** Consultant's Name: Flynn Resource Consultants, Inc.

- 4.** Project Name: San José Public Power Service to the Downtown West Mixed-Use Development – Project Management Support.
- 5.** Project Location: City of San José, Diridon Station Area
- 6.** The Consultant and the City will implement this Approved Service Order in accordance with the Master Agreement, this cover page and Attachments "A" (Tasks), "B" (Terms and Conditions), and "C" (Compensation Table), which are incorporated herein by references.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	960,000.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	147,500.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	812,500.00

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>501</u>	Appn: <u>0782</u>	RC: <u>300189</u>	Amount: <u>\$147,500.00</u>
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature: 
Han Nguyen (8/16/2021)
 Email: han.nguyen@sanjoseca.gov Date: _____

8. Division Analyst Approval: 
angela.sato-anderson@sanjoseca.gov (8/14/2021)
 Email: angela.sato-anderson@sanjoseca.gov Date: _____

9. Consultant Approval: 
dougboce@flynnrci.com (8/4/2021)
 Email: dougboce@flynnrci.com Date: _____

10. Approval as to Form (City Attorney):

Service Order Form Approved by the Office of the City Attorney
 (Maximum Service Order Compensation and other provisions of the service order form are not altered.)

Approved as to Form: 
Luisa Elkins (8/14/2021)
 Email: luisa.elkins@sanjoseca.gov Date: _____

(Sr.) Deputy City Attorney

11. City Director Approval: 
Sarah Zarate (8/18/2021)
 Email: sarah.zarate@sanjoseca.gov Date: _____

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: The Consultant shall provide Project Management Support ("Project") to assist the City of San José ("City") in developing and coordinating the completion of a work plan ("Work Plan") to establish and provide electric service to the Downtown West Mixed-Use Development ("Development") by City. Consultant shall perform the Project under the direction of the City Director of Community Energy or Designee ("Director") and in collaboration with other City staff, Google, Inc. ("Developer"), PG&E, other City consultants, and other key stakeholders.

Task No. 1. Work Plan Development and Coordination

Subtask No. 1.1 – Work Plan Development

- A. Services:** Consultant shall prepare a detailed Work Plan that identifies and describes the necessary key tasks and activities and their timelines to establish and provide electric service to the Development. The Work Plan shall be prepared in collaboration with Developer and account for all the City-provided electric service needs of the Development and its schedule. The Work Plan should also account for and be organized into the following major work streams:
- 1) *PG&E Interconnection Process*, including final acceptance of the PG&E system studies and negotiation and execution of an Interconnection Agreement with PG&E.
 - 2) *Legal & Regulatory Roadmap* to be prepared by City's outside counsel that describes the Federal, State and local legal and regulatory requirements, filings, approvals, elections and other actions necessary to establish a City electric distribution service.
 - 3) *Financing Plan* to be developed in coordination with the City's Finance Department to fund necessary capital investments and/or operating needs.
 - 4) *Business Relationship/Agreement(s)* to be negotiated and executed with Developer that define the terms of ownership, operation and maintenance of the electric distribution system.
 - 5) *Public Utility Business Plan* describing all economic, regulatory, legal, organizational and operational requirements for a City owned public utility, including rate schedules and tariffs.
 - 6) *Preparation and City Adoption of Electric Distribution System Design Standards*, developed in conjunction with Developer, to be used by Developer.
 - 7) *Design review process* to ensure the designs prepared by Developer are in compliance with City adopted designs standards.
 - 8) *Construction of the Transmission Interconnection and Electric Distribution System*, including associated network upgrades and PG&E interconnection facilities.
- B. Deliverable:** A Work Plan document (e.g. Gantt Chart) created on a software application or platform available for use by City with necessary supporting documents (Word documents, spreadsheets, drawings, charts, etc.) provided to City via email or other City acceptable electronic file transfer system.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: November 30th, 2021.
- On or before ____ Business Days from _____.

Subtask No. 1.2 – Work Plan Coordination:

A. Services: Consultant shall perform a variety of tasks to effectively and efficiently coordinate and monitor the completion of the Work Plan, including, but not limited to, the following:

- 1) Collecting, organizing, summarizing information from a variety of sources and disseminating it to others.
- 2) Reviewing, responding to, commenting on, summarizing, and preparing written emails, reports, letters, memos, and other documents, correspondence and materials.
- 3) Organizing, scheduling, preparing agendas, conducting and documenting meetings. Such meetings would include, but are not limited to, the weekly Energy Working Group meeting with Developer and other stakeholders as needed, a bi-weekly (every other week) Work Plan review meeting with Director, occasional meetings with PG&E regarding City's interconnection application; and occasional meetings with other City staff, consultants and/or stakeholders.
- 4) Attending, participating in, and reporting on Project-relevant meetings organized and conducted by others.
- 5) Corresponding with and providing direction, advice, expertise or coordinating assistance necessary for implementation of the Work Plan to those responsible for performing the tasks.
- 6) Regularly monitoring the performance of Work Plan tasks, adherence to schedules, and other important Work Plan implementation details.
- 7) Updating and reporting on the progress and status of the Work Plan. Consultant shall, at a minimum, provide a bi-weekly (every other week) update to Director on the progress and status of the Work Plan. An updated Work Plan with supporting Project documentation and information regarding the work performed by Consultant and other relevant Work Plan and Development activity information shall be provided as part of this update.
- 8) Revising the Work Plan and coordinating implementation adjustments to Work Plan tasks, schedules, assignments and other important Work Plan details. Consultant shall use its best judgement as to when revisions and corresponding implementation adjustments may be made to the Work Plan without immediate City consent. As a guide, Consultant may make and implement minor Work Plan adjustments, without immediate City consent, that would not delay or significantly impact the completion or cost of completing the Work Plan or its major tasks or milestones. In situations where adjustments would have a significant or detrimental impact on the completion or cost of completing the Work Plan or its major tasks or milestones, Consultant shall describe the situation to City, provide a recommended approach to address, and receive City direction on how to proceed.
- 9) Preparing detailed "scope of work" documents such as service orders, task descriptions and other written materials that describe the tasks, duties, requirements, timelines, estimated costs and other pertinent information for work to be performed as part of the Work Plan by someone other than Consultant, such as other City consultants, Developer, and/or City staff.
- 10) Providing additional general support as requested by City.

B. Deliverable: A revised Work Plan document (e.g. Gantt Chart) every two weeks created on a software application or platform available for use by City with necessary supporting Project documentation and information regarding the work performed by Consultant (e.g. emails, meeting agendas, reports, scope of work documents, technical materials, and other information described or implied in this Service Order

No. 8) and other Work Plan and Development activity information, provided to City via email or other City acceptable electronic file transfer system.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: March 31, 2022.
- On or before ____ Business Days from _____.

Attachment B: Terms and Conditions

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

Name: Marcos Santiago	Phone No.:
Department: Community Energy	E-mail: Marcos.Santiago@sanjoseca.gov
Address: 200 E. Santa Clara St., 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>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Doug Boccignone	Phone No.:		X	
Address: 5440 Edgeview Drive, Discovery Bay, CA. 94505	E-mail: dougbocc@flynnrci.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>			
1. Barry Flynn	Task 1			X
2. Pushkar Wagle	Task 1			X
3. Mike Keller	Task 1			X
4. Manho Yeung	Task 1			X
5. Robert Jenkins	Task 1			X
6. Chase Sun	Task 1			X

7. Sean Brannan	Task 1			X

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.	
2.	
3.	

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.

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
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	\$147,500
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:	\$
Maximum Service Order Compensation (sum of Parts 1 through 3):			\$147,500.00