

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

Cover Page

- 1a.** Intentionally Omitted **1b.** AC Contract No.: 663456-020
- 2.** Approved Service Order No. 10
- 3.** Consultant's Name: Flynn Resource Consultants Inc.

- 4.** Project Name: Interconnection, CAISO, and procurement assistance
- 5.** Project Location: City of San José
- 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: | \$ | 712,500.00 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 20,000.00 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | 692,500.00 |

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: 501	Appn: 0782	RC: 100100	Amount: \$20,000.00
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Authorized Signature: *Han Nguyen*
Han Nguyen (10/5/2021)
 Email: han.nguyen@sanjoseca.gov Date: _____

8. Division Analyst Approval: *Angela Sato-Anderson*
angela.sato-anderson@sanjoseca.gov (10/5/2021)
 Email: angela.sato-anderson@sanjoseca.gov Date: _____

9. Consultant Approval: *Douglas A. Boccignone*
dougbo@flynnrci.com (10/5/2021)
 Email: dougbo@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 is \$100,000 or less, and the provisions of the service order form are not altered.)

Approved as to Form: _____ Date: _____
 (Sr.) Deputy City Attorney

11. City Director Approval: *Lori Mitchell*
Lori Mitchell (10/5/2021)
 Email: lori.mitchell@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: Interconnection and California Independent System Operator (CAISO) consulting for Energias de Portugal Renewables (EDPR) Sonrisa/Scarlett transfer and Provide additional interconnection, CAISO, and procurement assistance as requested by City.

Task No. 1.

Subtask No. 1.1 – Interconnection and CAISO consulting for EDPR Sonrisa/Scarlett transfer

Services: Consultant shall review documents and agreements provided by City as well as California Independent System Operator (CAISO) records to evaluate options for a favorable outcome on the EDPR Sonrisa transfer to Scarlett interconnection issue.

If requested, Consultant shall attend meetings with staff, inside and outside counsel, and potentially EDPR as an expert in matters related to interconnection, network upgrades, cluster studies, the material modification assessment, aggregated capability constraint, and solar + storage scheduling.

- A. Deliverable:** Brief power point with findings including a recommendation (Within 10 business days of signature of the service order.)
- B. 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: See above.
- On or before ____ Business Days from _____.

Subtask No. 1.2 – Provide additional interconnection, CAISO, and procurement assistance as requested by City

- A. Services:** Respond to staff requests for information as agreed in writing in terms of scope and time.
- B. Deliverable:** TBD based on specific request.
- 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: TBD based on request date
- 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: Phil Cornish	Phone No.: 408-206-8107
Department: CED	E-mail: phil.cornish@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			
2. Pushkar Wagle	Task 1			
3. Mike Keller	Task 1			
4. Manho Yeung	Task 1			
5. Robert Jenkins	Task 1			
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 with this Compensation Table. This Compensation Table is subject to the terms and conditions set forth in the Master Agreement, including without limitation Section 10 of the Master Agreement.

Part 1 – Compensation for Services and Deliverables			
Column 1	Column 2	Column 3	Column 4
Task Nos. from Attachment A	Basis of Compensation	Invoice Period	Compensation
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	\$20,000.00
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):			
\$20,000.00			