

**Master City of San José Consultant Agreement**

(Non-Capital Projects)

**Amendment to Approved Service Order - Cover Page**

**1a. Intentionally Omitted.** **1b. Master Agreement AC No.: 663456-021**

2.  First  Second  Third Amendment to Approved Service Order No. 10

3. Consultant's Name: Flynn Resource Consultants, Inc.

**4. The above-referenced Approved Service Order is amended as follows:**

4a.  **Budget/Fiscal:** The  original Budget/Fiscal information in Section 7 of the Approved Service Order  First Revised Budget/Fiscal Attachment  Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached  First  Second  Third Revised Budget/Fiscal Attachment.

4b.  **Tasks - Attachment A:** The  original  First Revised  Second Revised Attachment A is amended to read as set forth in the attached  First  Second  Third Revised Attachment A.

4c.  **Compensation Table - Attachment C:** The  original  First Revised  Second Revised Attachment C is amended to read as set forth in the attached  First  Second  Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

**6. Consultant Approval:**

*x Douglas A Boccignone*  
dougbo@flynnrci.com (11/3/2021)  
Email: dougbo@flynnrci.com

Date: \_\_\_\_\_

**7. Approval as to Form (City Attorney):**

**Form Approved by the Office of the City Attorney**

(The Maximum Service Order Compensation of the Approved Service Order, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

**Approved as to Form:**

Date: \_\_\_\_\_

(Sr.) Deputy City Attorney:

\_\_\_\_\_

**8. City Director Approval:**

*x Lori Mitchell*  
Lori Mitchell (11/3/2021)  
Email: lori.mitchell@sanjoseca.gov

Date: \_\_\_\_\_

**First**    **Second**    **Third**   **Revised Budget/Fiscal Attachment**

1. This Revised Budget/Fiscal Attachment is attached to the  First  Second  Third amendment to Approved Service Order No. 10 issued pursuant to the Master Agreement.
2. The Maximum Service Order Compensation set forth on Line 7.b. of Section 7 of the Approved Service Order cover page is:

Decreased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

Increased from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ and

<b>Appropriation Certification:</b> I certify that an unexpended appropriation in the amount of the increased compensation is available in the following fund(s) and that such fund(s) will be encumbered to pay for this Approved Service Order.			
Fund:	Appn:	RC:	Amount: \$
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Authorized Signature: _____		Date: _____	

3. If the Maximum Service Order Compensation is being increased, the unencumbered amount in the Master Agreement is sufficient as follows:

a. Current <b>unencumbered</b> amount in Master Agreement:	\$	
b. <b>Increase in the Maximum Service Order Compensation:</b>	\$	
c. New unencumbered balance in Master Agreement	\$	

**First**    **Second**    **Third**   **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the  First  Second  Third amendment to Approved Service Order No. issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

**Subtask No. 1.1, entitled “Brief power point with findings including a recommendation,” is amended as follows:**

**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.
- 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:
- On or before 10 Business Days from the receipt of the document package from Community Energy.

**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 \_\_\_\_\_.

First  Second  Third **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the  First  Second  Third amendment to Approved Service Order No. 10 issued pursuant to the Master Agreement.

Part 1 – Compensation for Services			
Column 1	Column 2	Column 3	Column 4
<b>Task Nos. from Attachment A</b>	<b>Basis of Compensation</b>	<b>Invoice Period</b>	<b>Compensation</b>
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses			
<input 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: \$	
Part 3 – Subconsultant Costs			
<input type="checkbox"/> Subconsultant costs are <b>not</b> separately compensable. The amount(s) in Column 4 of Part 1 include(s) sub-consultant costs.		<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$	
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			