

**Master City of San José Consultant Agreement  
Approved Service Order  
(Capital Projects)  
Cover Page**

**1a.** CPMS Contract No.: NA **1b.** AC Contract No.: 30698

**2.** Approved Service Order No. 6

**3.** Consultant's Name: Moore, Icafano, Goltsman, Inc (MIG)

**4.** Project Name: Urban Confluence Silicon Valley ("Project")

**5.** Project Location: Arena Green West

**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 <b>unencumbered</b> amount in Master Agreement:	\$	48,484.00
<b>b. Maximum Service Order Compensation for this Approved Service Order:</b>	\$	48,484.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	0

**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>390</u>	Appn: <u>4189</u>	RC: <u>210540</u>	Amount: \$ <u>48,484.00</u>
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

**Authorized Signature:**  Date: 11/15/2021

**8. Division Analyst Approval:**  Date: 11/15/2021

**9. Consultant Approval:**  Date: 12/03/2021

**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.) Dept. City Attorney

**11. City Director Approval:**  On behalf of Jon Cicirelli Date: 12/7/2021

## 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.

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**General Description of Project for which Consultant will Provide Services:** Providing staffing support for implementation of the *Breeze of Innovation* project. Work with staff and the project sponsor to insure the project meets City policies and requirements the City's and the goals of the Project Sponsor, Urban Confluence Silicon Valley (UCSV).

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### Task No. 1: Project Management

#### A. Services:

- Participate in a virtual kick-off meeting with City Staff to review project status, short and long-term goals, and review project tasks and project schedule.
- Prepare monthly status reports to PRNS, identifying work completed, project status (schedule and budget), and anticipated next steps.
- Support the City's on-going administrative needs of the project, as requested. We expect this will include monthly meetings with PRNS Staff and monthly meetings with the Project Sponsor (UCSV) and possibly with other stakeholders.
- Function in an "extension of staff" role, working on a wide range of tasks needed to sustain progress, which may include strategy and policy development, development of agreements, public presentations, wide range of correspondence and reporting.

#### B. Deliverables:

- 1 Kick-off Meeting Agenda, Schedule
- 5 Monthly Status Reports
- 5 Monthly Meetings with City Staff
- 5 Monthly Meetings with the Project Sponsor
- Collateral materials (e.g., agendas, minutes, memos) if necessary

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

- On or before the following date: June 30, 2022.
- On or before \_\_\_\_ Business Days from \_\_\_\_\_.

### Task No. 2: Public Outreach Support

#### A. Services:

- Assist in selection of Outreach consultant and review scope of work for outreach, including strategies and tactics.
- Review Outreach Consultant's outreach materials and facilitate review by necessary PRNS Staff.

- Act on behalf of PRNS Staff to support meeting logistics as is typical for events being hosted by the Outreach Consultant (e.g., secure facilities, coordinate website posting), as needed.
- Participate in 1 virtual public outreach event.
- Participate in meetings (virtually and/or by phone) with the applicant and City Staff, to coordinate related to project needs and issues.
- Coordinate with other City Departments as needed, per project needs.

**B. Deliverable:**

- *Participate in 1 Virtual Outreach Event*
- *Meetings with PRNS and other City Staff (Described in Task 1 Deliverables)*
- *Meetings with Project Sponsor (Described in Task 1 Deliverables)*
- *Memos and meetings to coordinate with City Departments*
- *Collateral materials (e.g., agendas, minutes, memos) if necessary*
- *Presentation and message development to support meetings*

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

- On or before the following date: May 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: Nicolle Burnham	Phone No.: (408) 793-5514
Department: PRNS	E-mail: Nicolle.burnham@sanjoseca.gov
Address: 200 East Santa Clara Street, San Jose	

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
<b><u>Consultant's Contract Manager</u></b>				
Name: Scott Davidson	Phone No.: (510) 845-7549	<u>Yes, On File</u>		
Address: 800 Hearst Ave, Berkeley, CA	E-mail: scottd@migcom.com			
<b><u>Other Staffing</u></b>				
<u>Name:</u>	<u>Assignment:</u>			
1. Richard Larson	Project Management	Filed 3/26/21		
2.				
3.				

**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
Project Management	<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	\$ 36,600
Outreach Support	<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	\$ 7,900
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 checked="" type="checkbox"/> Expenses are separately reimbursable in the maximum amount of:	\$ 3,984
Part 3 – Subconsultant Costs			
<input type="checkbox"/> Subconsultant costs are <i>not</i> 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:	\$
<b>Maximum Service Order Compensation (sum of Parts 1 through 3):</b>			<b>\$48,484</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 MIGINC0-01	<b>CONTACT NAME:</b> The Certificate Team	
	<b>PHONE (A/C, No. Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> CertsDesignPro@AssuredPartners.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Berkley Insurance Company		32603
<b>INSURER B :</b> Travelers Property Casualty Company of America		25674
<b>INSURER C :</b> The Travelers Indemnity Company of Connecticut		25682
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 793229226 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0S579947	8/31/2021	8/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2L553909	8/31/2021	8/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	Y	AEC904725003	8/31/2021	8/31/2022	Each Claim \$ 3,000,000 Annual Aggregate \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

Re: Capital Projects - The City of San Jose, its officers, employees, agents and contractors are named as Additional Insureds as respects General and Auto Liability as required per written contract or agreement. General and Auto Liability insurance is Primary/Non-Contributory per policy form wording. Insurance coverage includes Waiver of Subrogation per the attached. 30 Days Notice of Cancellation.

**CERTIFICATE HOLDER** **CANCELLATION 30 Days Notice of Cancellation**

City of San Jose Finance Risk Management 200 East Santa Clara Street, 14th Floor Tower 200 E. Santa Clara Street San Jose CA 95113-1905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**INSTRUCTIONS FOR INSURANCE APPROVAL:**

Forward the following to: **RISK MANAGEMENT**

**200 E. Santa Clara St. 2<sup>nd</sup> Floor Wing  
San Jose, CA 95113-1905**

- 1. This form (149-7) completed;**
- 2. Copy of face page of Contract;**
- 3. Copy of insurance requirements included in contract.**

**Risk Management FAX: 408-286-6492**

**NOTIFICATION OF CONTRACT BEING PROCESSED**

Date: **12/7/2021**

Service Provider: **Moore, Iacofano, Goltsman, Incorporated (MIG, Inc.) SO #6**

Address: **800 Hearst Ave Berkeley CA 94701**

Email: **scottd@migcom.com**

Phone No.: 510-845-7549 Project: Fax No.:

Estimated Project Amount: **\$48,484**

Start Date **Upon Execution** Estimated  
Scope of Work: Completion Date **4/20/2023**

**This Service order is providing staffing support for implementation of the Breeze of Innovation project. Work with staff and the project sponsor to insure the project meets City policies and requirements the City's and the goals of the Project Sponsor, Urban Confluence Silicon Valley (UCSV).**

Department **PRNS** Division **CIP**

Department Contact: **Nicolle Burnham** Ph./Ext:

Department of Parks, Recreation and Neighborhood Services  
Contracts Development Unit  
Ph: 408-793-4199/ Fax: 408-292-6318

**COMPLIANCE WITH INSURANCE REQUIREMENTS**

Comments

Signature: *Stephanie Duran* 12/07/2021

Risk Management Signature Date:

FOR RISK MANAGEMENT USE ONLY  
Date Forwarded to City Clerk:

**COMPLIANCE WITH BOND REQUIREMENTS**

Signature:

City Clerk Date:



## Certificate of Insurance Checklist

	<b>(Yes)</b>	<b>(No)</b>
A. Insured name on certificate of insurance must match the contract face page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Insurance coverages should match those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Limits of insurance should meet or exceed those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. All documented policies must be current and not expired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any of the following has been marked as a <b>(No)</b> then request an updated Certificate of Insurance from the Vendor before submission		



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: Stephanie Duran  
EMAIL: Stephanie.Duran@Sanjoseca.gov

## SCANNED SIGNATURE AUTHORIZATION

DATE: December 3, 2021  
TO: Scott Davidson  
EMAIL: scottd@migcom.com  
PHONE: 510-845-7549 extension: 1570 cell: 510-697-2280

TOTAL PAGES: seven (7)  
(INCLUDING THIS PAGE)  
TO: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
PHONE: \_\_\_\_\_

I agree to use electronic signatures

I agree to use electronic signatures

BY: 

BY: \_\_\_\_\_

### DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT **IN BLUE INK**
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE **IN COLOR**
4. EMAIL THE ENTIRE DOCUMENT TO

### To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY KNOWN TO CITY STAFF

# City of San José Contract/Agreement Transmittal Form

## Route Order

## Attached / Completed

## Electronically Signed

TO:  City Attorney  
 City Manager  
 City Clerk **OR** Return to  
Dept. (circle one)

Insurance Certificates / Waivers  Electronically Signed: Yes  
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: Service Order

Type of Contract: Other

### REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663484-006

Contractor: M.I.G., Inc.

Address: 800 Hearst Ave Berkeley, CA 94710

Phone: (510) 845-7549

Email: scottd@migcom.com

Contract Description Service order #6 - Providing staffing support for implementation of the Breeze of Innovation project. Work with staff and the project sponsor to insure the project meets City policies and requirements the City's and the goals of the Project Sponsor, Urban Confluence Silicon Valley (UCSV).

Term Start Date: Upon Execution Term End Date: 4/30/2023 Extension: No

Method of Procurement: RFQ RFB, RFP or RFQ No.: PRNS-CIP-09- Date Conducted: 9-22-2017

Agenda Date (if applicable): \_\_\_\_\_

Agenda Item No.: \_\_\_\_\_

Resolution No.: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

Original Contract Amount: \$48,484

Amount of Increase/Decrease: \$48,484

Option #:     of     Option Amount:     NTE/Updated Contract Amount: 0

Fund/Appropriation: 390 / 4189

Form 700 Required (Selection mandatory for processing): Yes

Revenue Agreement: No

Business Tax Certificate No.: 3380421833

Expiration Date: 08/15/2022

Department: PRNS (64)

Department Contact Name/Phone: Stephanie Duran x35596

Notes: PRNS Database# 647023

Project Manager: Nicolle Burnham Nicolle.Burnham@sanjoseca.gov

Department Director Signature:  On behalf of Jon Cicirelli

12/7/2021

Date

Office of the City Manager Signature: \_\_\_\_\_

Date

Updated January 2019