# Master City of San José Consultant Agreement Approved Service Order

(Capital Projects)

## **Cover Page**

1a.	CPMS Contract No.: 9608		1b.	AC Contract No.: 310	627 <b>–</b> G	SILES 666568
2.	Approved Service Order No. 4					
3.	Consultant's Name: Worley Gro	oup, Inc. DBA Advisian	, a Dela	ware corporation		
4.	Project Name: City Electric Service ("Project")	vice to the Downtown \	Nest Mi	xed-Use Development	– Own	er's Advisor
5.	Project Location: City of San Jo	osé, Diridon Station Ar	ea			
6.	The Consultant and the City will Agreement, this cover page and (Compensation Table) which ar	d Attachment's "A" (Ta	sks), "B'	' (Terms and Conditior		
7.	Budget/Fiscal:					
	a. Current unencumbered amo	ount in Master Agreem	ent:		\$	1,221,224
	b. Maximum Service Order Co	ompensation for this	Approv	ed Service Order:	\$	58,880
	c. New unencumbered balance	in Master Agreement	(7.a <b>–</b> 7	.b):	\$	1,162,344
	d. <b>Appropriation Certification</b> Service Order Compensation encumbered to pay for this A	n is available in the foll	owing fu			
	Fund: <u>001</u> Ap	pn: <u>213M</u>	RC: <u>30</u>	00186 Amo	ount: <u>\$5</u>	8,88 <u>0</u>
	Authorized Signature: Han No	guyen (Jul 6, 2022 10:07 PDT)			Date:	Jul 6, 2022
8.	Division Analyst Approval:	Angela Sato-Anderson			Date:	Jul 6, 2022
9.	Consultant Approval:	Bf B-			Date:	Jul 11, 2022
10.	Approval as to Form (City Att	orney):				
	Service Order Form Appro (Maximum Service Order Compe	•	-	•	er form ar	re not altered.)
	Approved as to Form:				Date:	
11.	CED Director Approval	(Sr.) Deputy City Atto Lori Mitchell ori Mitchell (Jul 12, 2022 12:54 PDT)	orney		Date:	Jul 12, 2022
12.	PW Director Approval:	fun			Date:	Jul 12, 2022

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Service Order - Cover Page Form/File No.: 1349563\_2/T-32026 City Attorney Approval Date: April 2022

### 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: Consultant shall provide Owner's Advisor services to the City of San Jose ("CSJ") necessary to develop construction standards for San Jose Electric Service ("Project") to the Downtown West Mixed-Use Development ("Development"). The key role of an Owner's Advisor is to support the Project by representing CSJ during design, development, and construction to confirm that the work is done well and within legal standards. Owner's Advisor is not involved in the design and construction project directly, but rather acts as an advocate for the owner to apply due diligence. This will allow the City to cooperate with the Development developer ("Developer") with the preliminary engineering, final design, and construction of electric infrastructure that will serve the Development.

Consultant shall perform the Project under the direction of the City Director of Community Energy or Designee ("Director"). Consultant will have significant interaction, collaboration, and coordination with City staff from the Community Energy Department ("CED"), Public Works ("PW") and the Office of Economic Development ("OED") (collectively, "City staff"); the Developer; Pacific Gas and Electric Company ("PG&E"), and others as needed to complete the Project.

**Task No. 1:** Consultant will perform the necessary evaluations, studies and analysis needed to develop a scope/schedule/budget to prepare construction standards for the Project. Developing construction standards is not part of the scope for Task No. 1.

- **A. Services:** In collaboration with City staff and Developer, Consultant shall prepare engineering reports that compile and analyze information regarding the Developer's proposed electrical distribution system, energy generation and storage solutions, and interconnection configurations with enough specificity to allow benchmarking as described below:
  - 1. The Consultant will evaluate the physical ability of the Developer's proposed system to function as intended in normal operation with as much of the project load as practical being dispatchable out of California Independent System Operator ("CAISO") Availability Assessment Hours and report if there is sufficient metering and telemetry to allow participation in CAISO energy/ancillary service markets as a Non-Generation Resource.
    - i. Determine the type of generating resources, the quantity of energy produced, and the ability to be dispatched out of CAISO Availability Assessment Hours ("AAH"). Standard RA AAH are the five (5) hours from 4PM to 9PM. The Flexible AAH differ and vary depending on the Flexible Category (1, 2, or 3) and the month.
    - ii. Research CAISO rules on Metered Subsystems and generating resources.
    - Determine if all the equipment and operations meet the CAISO definition of a Non-Generating Resource.
    - iv. Define the CAISO metering and telemetry requirements for the project.
    - v. Work concurrently with Developer on the equipment and operations.
    - vi. Determine if relay schemes are used in system operations as part of normal operations and islanded operations.

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 The Consultant will evaluate the conformance of Developer's design to existing Institute of Electrical and Electronics Engineers ("IEEE") and Underwriters Laboratory ("UL") plus other relevant standards for equipment with commercially available warranties and performance

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### guarantees.

- i. Validate that Developer design, equipment, and installation methodology meets these requirements.
- ii. Warranties for workmanship covering the installation of the equipment needs to be included typically 10 years.
- 3. The Consultant will identify the level of load capable of islanded operation, including the rated capacity of islanded operation as a percentage of maximum load.
  - i. Define island mode operation.
    - a) Determine which loads will be/can be reduced or turned off and what loads are "critical".
    - b) Identify locations of "critical" loads within the Development.
    - c) Provide clarity on process for disconnecting and reconnecting to the grid.
    - d) Identify potential syncing issues at reconnection and possible mitigation.
  - ii. Document Generation capabilities.
    - a) Document maximum density of renewable energy resources, solar, wind, etc., and their locations within the Development.
    - b) Develop a generation profile, peak demand, minimum load, and the time at which they occur.
    - Backup diesel generation is the only other backup generation source. Define operating profile in islanded mode to meet safety requirements for the Project
  - iii. Document base case energy storage and load shifting capabilities plus opportunities to expand.
    - a) Thermal, from ground source heat pumps.
    - b) Thermal resources for heating and cooling and locations.
    - c) Battery storage capabilities and locations.
    - d) Electric Vehicle Charging Stations
- 4. Consultant will Benchmark Developer's system design against PG&E "Greenbook" construction standards as well as other relevant existing or evolving utility standards for high Distributed Energy Resources ("DER") two-way grids such as Hawaii Electric Company (HECO), Los Angeles Department of Water and Power ("LADWP"), Consolidated Edison ("ConEd") and other relevant utility standards at Consultant discretion.
- 5. Consultant will Research and document evolving, new, or proposed IEEE, UL and other standards and evaluate Developer's design against emerging trends.
  - Ensure all equipment that are inverter-based designs (e.g., Solar, Wind, Battery, Fuel Cell, etc.) meets the California Energy Commission ("CEC") requirements. All equipment in this category will need to be on the approved CEC equipment list meeting the most recent standards.
  - ii. Confirm that Developer understands that the equipment must be on the approved CEC equipment list.

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CSJ personnel monitoring and overseeing this Task will include multiple City departments with various priorities/needs. CED will be the lead for this service order, but consultant must also communicate and coordinate with PW and the OED as it relates to the design of district

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systems and preparation for processing of permit packages in early 2023.

- **B.** <u>Deliverable:</u> A written report containing detailed scope and schedule for Standards Development, review of third-party documents, meeting minutes, and any other information gathered from the tasks above.
- **C.** <u>Completion Time</u>: Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

$\boxtimes$	On or before the following date: August 31, 2022
	On or before TBD Business Days from the execution of this service order.

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### **Attachment B: Terms and Conditions**

1. <u>City's Contract Manager</u>: The City's contract manager for this Approved Service Order is:

Name: Jim Caldwell	Phone No.: (408) 535-4880
Department: Community Energy	E-mail: Jim.Caldwell@sanjoseca.gov
Address: 200 E. Santa Clara St., San José, CA 95113	

2. <u>Consultant's Contract Manager and Other Staffing</u>: 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."

		Required to File Forn	n 700?	
<u>Consultant's</u>	Contract Manager	Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Kenneth Barrentine	Phone No.: 916-817-3946			<u>x</u>
Address: 2330 East Bidwell St, Suite 120, Folsom CA 95630	E-mail: Ken.Barrentine@advisian.com			
Othe	er Staffing			
<u>Name</u> :	Assignment:	<u>Email</u>		
1.Benjamin Hwang	Task 1	Benjamin.hwang@advisian.com		Х
2.Kenneth Barrentine	Task 1	Ken.Barrentine@advisian.com		Х
3. Paul Sarnsen	Task 1	Paul.sarnsen@advisian.com		Х

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3.

<u>Subc</u>	consultants: Whichever of the following is marked ap	phoo to thi		
$\boxtimes$	The Consultant can <i>not</i> use any subconsultants.			
	The Consultant can use the following subconsultar and deliverables:	nts to assis	t in providing	the required
	Subconsultant's Name	-	Area of Worl	<u> </u>
	1.			
	2.			
	3.			
	nbursable Expenses: If the Compensation Table set			
Servi ident	nbursable Expenses: If the Compensation Table set ice Order states that the City will reimburse the Consutified in Subsection 10.5.3 of the Master Agreement arwing box is marked and additional reimbursable expenses in addition to the expenses identified in Subsection following expenses are Reimbursable Expenses:	Itant for ex e Reimburs ses are se	penses, then sable Expens t forth:	only the exp es unless the
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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.

### 5. **Contract Management:**

- a) Consultant and the City will meet and confer in the first week of each month to review previous month's work, agree on a plan for current month's work including a budgetary estimate of expenses.
- b) Invoice for previous month's work shall be provided within 10 business days of meeting described above and shall include a written explanation of variance from budgetary estimate.

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# 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 – Compe	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 Con	Compensation
1			\$58,880
	Part 2	Part 2 – Reimbursable Expenses	
No expenses Column 4 of I	<ul><li>✓ No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.</li></ul>	Expenses are separately reimbursable in the maximum amount of: \$0	
	Pari	Part 3 – Subconsultant Costs	
Subconsultar amount(s) in	<ul><li>Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) subconsultant costs.</li></ul>	Subconsultant costs are separately compensable in the maximum \$0 amount of:	
		Maximum Service Order Compensation (sum of Parts 1 through 3): \$58,	\$58,880

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