

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-000602

2. Approved Service Order No. 3

3. Consultant's Name: Ascend Analytics ("Consultant")

4. Project Name: 2022 Integrated Resource Plan (IRP) Modeling & Analysis ("Project")

5. Project Location:

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:	\$	140,554.00
b. Maximum Service Order Compensation for this Approved Service Order:	\$	10,000.00
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	130,554.00

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: \$10,000.00
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Monica Gorham

Authorized Signature: _____

Email: monica.gorham@sanjoseca.gov

Han Nguyen

8. Division Analyst Approval:

Email: han.nguyen@sanjoseca.gov
Date: 10/13/2022 GMT

gdorris@ascendanalytics.com

9. Consultant Approval:

Email: gdorris@ascendanalytics.com
Date: 10/13/2022 GMT

Gary Dorris, Ascend Analytics LLC

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:

Sr. Deputy City Attorney II

Zachary Struyk

11. City Director Approval:

Email: zachary.struyk@sanjoseca.gov
Date: 10/13/2022 GMT

Zachary Struyk, Deputy Director Account Management
and Marketing – Community Energy Department

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: General Description of Project for which Consultant will Provide Services: Ascend will work with SJCE staff to finalize the 2022 Integrated Resource Plan (IRP). Ascend uses PowerSimm to model and choose future resources that meet compliance and internal GHG reduction targets for the IRP.

Task No. 1: IRP Plan Technical Support

- A. **Services:** Ascend will provide additional technical support needed to assist SJCE with finalizing its 2022 Integrated Resource Plan filing.
- B. **Deliverable:** Ascend will answer questions and provide technical support regarding modeling inputs and results to enable SJCE to complete CPUC IRP templates.
- 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: 11/30/2022.
 - 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: Cara Koepf	Phone No.:
Department: Community Energy	Email: cara.koepf@sanjoseca.gov
Address: 200 E. Santa Clara Street, San Jose, 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."*

		Required to File Form 700?		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Scott Wrigglesworth	Phone No.: 937-701-7205			<u>X</u>
Address: 1877 Broadway, Suite 706, Boulder, CO 80302	Email: swrigglesworth@ascendanalytics.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. David Millar	IRP Project Manager			X
2. Jon Gordon	Senior Principal			X
3. Anthony Boukarim	Senior Consultant			X
4. Moein Choobineh	Senior Energy Analyst/Modeler			X
5. Brent Nelson	Market Intelligence Lead			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	\$10,000.00
	<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 <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:			\$
Maximum Service Order Compensation (sum of Parts 1 through 3):						\$10,000.00