

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: OC-001744-000

2. Approved Service Order No. 2

3. Consultant's Name: Berry, Dunn, McNeil & Park, LLC ("Consultant")

4. Project Name: Vehicle Blight ("Project")

5. Project Location: within the 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:	\$	351,190
b. Maximum Service Order Compensation for this Approved Service Order:	\$	44,430
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	306,760

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: 001	Appn: 0432	RC: 000436	Amount: \$44,430
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____
Fund: _____	Appn: _____	RC: _____	Amount: \$ _____

Devika Tandan

Email: chau.le@sanjoseca.gov
Date: 10/19/2022 GMT

Authorized Signature: _____ **Date:** _____

8. Division Analyst Approval:

Jessica Lowry

Email: jessica.lowry@sanjoseca.gov
Date: 10/19/2022 GMT

9. Consultant Approval:

Seth Hedstrom

Email: shedstrom@berrydunn.com
Date: 10/18/2022 GMT

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:

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov
Date: 10/19/2022 GMT

11. City Director Approval:

Task No. 2: Process Flow Design

- A. Services:** Design the entire user process flow, from intake of Vehicle Blight service requests, to determine how requests are routed to the right department(s), to closing the loop for the initial requester.
- B. Deliverables:**
1. The Consultant will provide the following to the City's Contract Manager: A robust design, documented in a process flow, with the entire list of Vehicle Blight-related services, triage rules for how each service type request is routed to which department(s), what data needs to be captured for each service request, and when in process to close the loop for each service type.
 2. Documentation that demonstrates completion of the following phases:
 - a. Empathy
 - b. Define
 - c. Ideation
 - d. Prototype
 - e. Test
- C. Completion Time:** The Consultant must complete the services and deliverables for this task in accordance with whichever one of the following times is marked:
- On or before the following date: ____ December 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: German Sedano	Phone No.: (510)676-7545
Department: Information Technology	Email: German.Sedano@sanjoseca.gov
Address: 200 E Santa Clara St, 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."***

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Kevin Price	Phone No.: 207-541-2379			X
Address: 2211 Congress Street Portland, ME 04102	Email: kprice@berrydunn.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Fred Turnier	Project Manager	fturnier@berrydunn.com		
2. Michelle Kennedy	Senior Analyst	mkennedy@berrydunn.com		

3. Austin Nichols	Analyst	austin.nichols@berrydunn.com			X
4. Charline Kirongozi	Analyst	ckirongozi@berrydunn.com			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 type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$26,270
2	<input type="checkbox"/> Time & Materials <input checked="" type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$18,160
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:	\$
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):			\$44,430