

**1Master City of San José Consultant Agreement
Approved Service Order
(Non-Capital Projects)**

Cover Page

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- 1a.** Intentionally Omitted **1b.** AC Contract No.: 33195
- 2.** Approved Service Order No. 2
- 3.** Consultant's Name: BlocPower, LLC ("Consultant")
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- 4.** Project Name: Building Electrification Accelerator Program ("Project")
- 5.** Project Location: San Jose, CA
- 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.
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7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	\$439,000
b. Maximum Service Order Compensation for this Approved Service Order:	\$	\$259,000
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	\$180,000

- 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: 0762 RC: 331100 Amount: \$259,000

Authorized Signature:

Date: _____

Jenna Breedlove

Email: jenna.breedlove@sanjoseca.gov
Date: 02/09/2023 GMT

8. Division Analyst Approval:

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 02/07/2023 GMT

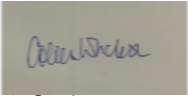
9. Consultant Approval:

Keith Leonard Kinch

Email: keith@blocpower.io
Date: 02/07/2023 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:



Email: colleen.winchester@sanjoseca.gov
Date: 02/10/2023 GMT

(Sr.) Deputy City Attorney

11. City Director Approval:



Email: napp.fukuda@sanjoseca.gov
Date: 02/14/2023 GMT

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: The Consultant will develop building electrification and electrification workforce development accelerator programs, including building electrification incentives distribution and outreach.

Task No. 1: Project Management

A. Services: Provide project management, including invoicing and reporting.

The Consultant will attend bi-weekly check-in meetings with the City, as scheduled. The Consultant will provide invoices to the City, including drafting the invoice template with line-item invoicing by service order and task, within five (5) business days of service order execution. The City will provide review of draft invoice template within five (5) business days. The Consultant will deliver final invoice template to City within five (5) business days of receipt of any City comments. The Consultant will submit invoices in approved format, to the City within seven (7) calendar days following the end of each month.

The Consultant will deliver programmatic update reports to the City, including delivering a draft report template with (1) status of upgrade projects, (2) incentive distribution, (3) community advisory board progress, (4) workforce development program progress, (5) outreach activities and impact, and (6) engagement with underrepresented communities, within fifteen (15) business days of service order execution. The City will provide review of draft report template within five (5) business days. The Consultant will deliver final report template to City within five (5) business days of receipt of City comments. The Consultant will submit programmatic update reports (Word and .PDF format), in the approved format, to the City within seven (7) calendar days following the end of each month.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- Draft invoice template, within five (5) business days of service order execution.
- Final invoice template within five (5) business days of receipt of City comments.
- Monthly invoice sent by the 7th of each month.
- Draft report template within fifteen (15) business days of service order execution.
- Final report template within five (5) days of receipt of City comments.
- Monthly programmatic update reports by the 7th of each month.

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: _____.
- On or before 7 Business Days from November 30, 2026.

Task No. 2: Building Electrification Accelerator Program (BEAP) Design and Implementation

A. Services: Develop and implement the BEAP in coordination with the City.

The Consultant will deliver BEAP design to the City, in alignment with approved implementation plan milestones and timelines (Service Order No. 1, Task 3). The Consultant will deliver the first draft program design to City for review no later than February 6, 2023, to include but not limited to: (1) electrification upgrade and building electrification incentive distribution components, (2) identification of required forms (e.g. contractor participation agreement, electrification upgrade application, incentive application form, electrification upgrade terms and conditions), and (3) customer experience and workflow diagrams. The City will provide review of the first draft report template within five (5) business days. The Consultant will

share a second draft addressing City comments no later than February 20, 2023. The Consultant will share this draft, bundled with the Outreach and Engagement plan and program timeline at a meeting with the Community Advisory Board (CAB), and deliver a revised BEAP draft that includes CAB input to the City no later than March 3, 2023 or within five (5) business days following the CAB meeting, whichever is sooner. The City will provide review within five (5) business days of receipt so that the Consultant can deliver the final BEAP design no later than March 16, 2023. The Consultant will prepare forms and documents required for BEAP launch as identified in the final BEAP design, per schedule identified in the final BEAP design, to allow for City staff review. The Consultant will complete the first one hundred (100) buildings through the program by April 1, 2024 with an additional one-hundred and fifty (150) completed by April 1, 2025. These projects will be completed in alignment with final BEAP design.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- First draft BEAP program design by February 6, 2023.
- Second draft BEAP program design by February 20, 2023.
- Second draft BEAP program design provided to Community Advisory Board (CAB) and revised as 3rd draft for City comments by March 3, 2023.
- Final draft BEAP program design within five (5) calendar days of receipt of City comments, or no later than March 16, 2023.
- Forms and document required for BEAP launch as identified in the final BEAP design, per schedule identified in the final BEAP design.
- One hundred (100) residential building electrification upgrades in alignment with final BEAP design by April 1, 2024.
- Additional one-hundred and fifty (150) residential building electrification upgrades in alignment with final BEAP design by April 1, 2025.

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: April 1, 2025.
- On or before ____ Business Days from _____.

Task No. 3: Incentive Program and Distribution (Direct Fund Distribution Only)

A. Services: The Consultant will distribute residential building electrification incentives per final Accelerator Program design as determined in Task 2, in alignment with and approved by the City. Complete distribution of up to \$119,000 in building electrification incentives, per the final Accelerator Program design, April 1, 2025.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- Final report detailing distribution of up to \$119,000 in building electrification incentives by April 1, 2025.

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: April 1, 2025.
- On or before ____ Business Days from _____.

Task No. 4: Outreach and Engagement

A. Services: Develop and implement an outreach and engagement plan for the BEAP.

The Consultant will implement these outreach strategies in coordination with the City and provide updates in required reports. The Consultant will deliver the outreach and engagement plan to the City, in

alignment with approved implementation plan milestones and timelines (Service Order No. 1, Task 3). The Consultant will deliver the first draft BEAP outreach plan to City for review no later than February 6, 2023, to include but not limited to: communication, engagement and outreach tactics and strategies to promote the program to San Jose residents. The City will provide review of the first draft BEAP outreach plan within ten (10) business days. The Consultant will provide a second draft of the outreach and engagement plan by February 20, 2023. The Consultant will share the second draft outreach plan (along with the BEAP design) at a meeting with the Community Advisory Board (CAB) and revise this draft for the City's review by March 3, 2023. The City will provide final review of the outreach and engagement plan by March 16, 2023 to finalize the plan. The Consultant will implement approved outreach and engagement plan by March 16, 2023 through April 1, 2025.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager:

- First draft BEAP outreach plan by February 6, 2023.
- Second draft BEAP outreach plan by February 20, 2023.
- Second draft BEAP outreach plan shared with the CAB and revised to 3rd draft with CAB comments by March 3, 2023.
- Final BEAP outreach plan by March 16, 2023.

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: April 1, 2025.
- 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: Amanda Leonis	Phone No.: 408-975-2531
Department: Environmental Services Department	Email: amanda.leonis@sanjoseca.gov
Address: 200 E. Santa Clara St. 10 th Floor San Jose, CA	

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>Consultant's Contract Manager</u>			<u>Required to File Form 700?</u>		
			Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Roopak Kandasamy	Phone No.: 248-797-5166				X
Address: 822B Cedar Street, Redwood City, CA	Email: roopak@blocpower.io				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1. Clare Doyle Dowd	Director of Policy and Community	Clare@blocpower.io			X
2. Alyssa Dizon	Product Manager	Alyssa@blocpower.io			X
3. Bradford Parker	Workforce Development	Bradford@blocpower.io			X
4. Lizzy McNevin	Marketing	Lizzy@blocpower.io			X
6. Timothy John	National Director of Construction	Timothy@blocpower.io			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. Spark Public Relations	Public Relations
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	\$48,000
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$44,000
3	<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	\$119,000
4	<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	\$48,000
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):			\$259,000

Attachment D: Sub Consultant Schedule of Rates and Charges

Spark Public Relations	
Description	Rate
PR Coordinator	\$100.00 per hour