

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

Cover Page

1a. Intentionally Omitted **1b.** AC Contract No.: 33417

2. Approved Service Order No. 5

3. Consultant's Name: Integrated Design 360, LLC dba ID360 ("Consultant")

4. Project Name: Distributed Energy Resources Exemption Research ("Project")

5. Project Location: San José, 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.

7. Budget/Fiscal:

a. Current unencumbered amount in Master Agreement:	\$	212,486.60
b. Maximum Service Order Compensation for this Approved Service Order:	\$	88,274.55
c. New unencumbered balance in Master Agreement (7.a – 7.b):	\$	124,212.05

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: \$88,274.55

Authorized Signer:

Jenna Breedlove

Email: jenna.breedlove@sanjoseca.gov
Date: 07/26/2023 GMT

8. Division Analyst Approval:

Renato Moreno

Email: renato.moreno@sanjoseca.gov
Date: 07/26/2023 GMT

9. Consultant Approval:

Email: melanie@integrateddesign360.com
Date: 07/26/2023 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:

(Sr.) Deputy City Attorney

11. City Director Approval:

Mariana Chavez Vazquez

Email: mariana.chavez-vazquez@sanjoseca.gov
Date: 07/26/2023 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 carry out market research on technology options for Distributed Energy Resources (DERs) using different fuels and provide a report summarizing their findings.

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 respond to City staff email inquiries within 48 hours.

The Consultant will provide invoices to the City, showing invoicing by service order and task, and submit invoices to the City within seven (7) calendar days following the end of each month.

The Consultant will submit progress update reports to the City on programmatic tasks (.PDF format) 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:

1. Attend bi-weekly 0.50-hour project coordination meetings set by City staff.
2. Respond via email to City staff inquiries within 48 hours.
3. Provide monthly invoice by the 7th of each month using City template.
4. Provide monthly progress updates 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: December 31, 2023.
- ☐ On or before ____ Business Days from _____.

Task No. 2: DER Technology Research Report

- A. Services:** The Consultant will develop a report, based on market research and interviews with equipment manufacturers and DER customers, with: 1) An analysis of the availability of fuel/ technology substitutes for natural gas DERs, as defined by the City's Natural Gas Infrastructure Prohibition ordinance, and 2) Implications (e.g. qualitative impacts on cost, greenhouse gas emissions) of removing the DER exemption (Hardship Exemption would remain).

The City will provide the Consultant with information on research conducted so far by City staff no later than July 26, 2023, which shall include a list of known customers in San Jose with DERs and (where available) their contact information (customer name, email, phone), electricity outage information for the City or PG&E territory, data on known DERs installed in the City, greenhouse gas impact calculations conducted to date, and analysis of electricity outages or introductions to City staff that have analyzed outages.

The Consultant will provide a draft list of DER manufacturers and DER customers for interviews and a draft list of DER technologies to include in the report to the City for review no later than July 31, 2023. At a minimum, the list of DER technologies should include diesel generators (all Tiers), linear generators, fuel cells, and solar plus batteries. If data indicates another DER is prevalent in the City, the Consultant shall include this technology for analysis as well. Where customer contact information is available, the list of DER customers should include large electricity users such as data centers and retail stores and should exclude hospitals. The City will provide review of the first draft lists within five (5) business days. The Consultant will share a second draft of both lists, addressing City comments, no later than August 11, 2023.

The Consultant will provide a draft report no later than October 16, 2023. The report should compare all DER technologies on the list in terms of multiple factors, including but not limited to: qualitative cost information (upfront and ongoing, in the short and long term), greenhouse gas and criteria emissions estimates, availability, reliability benefits (time to start up, total possible runtime compared to PG&E's history of electricity disruptions and industry needs), examples of current installations by technology and customer type (in San José and elsewhere), and physical footprint needed (where available). The report should include an appendix with detailed data on all DER technologies on the list, notes from all manufacturer and customer interviews, and data on electricity outages (i.e. Public Safety Power Shutoff and other) in San José. The City will provide review of the draft report within five (5) business days. The Consultant will share a second draft of the report, addressing City comments, no later than five (5) business days following City return of comments on the draft report.

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

1. First draft lists of manufacturers and technologies by July 31, 2023.
2. Second draft lists of manufacturers and technologies by August 11, 2023.
3. First draft report by October 2, 2023.
4. Second draft report by October 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: November 3, 2023.
- ☐ On or before ____ Business Days from _____.

Task No. 3: Support for public and City Council meetings

- A. Services:** The Consultant will review a City Council memorandum, PowerPoint presentation(s), and outreach flyer(s) for technical accuracy. The Consultant will attend public outreach meetings and two (2) City Council meetings and field any technical questions. The Consultant will provide review of materials provided by the City within five (5) business days.
- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager:
1. City Council memorandum with comments, within five (5) business days of receipt from City.
 2. PowerPoint presentation(s) with comments, within five (5) business days of receipt from City.
 3. Outreach flyer(s) with comments, within five (5) business days of receipt from City.
- 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: December 31, 2023.
- ☐ 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: Sarah Emerson	Phone No.: 408-975-2587
Department: Environmental Services	Email: sarah.emerson@sanjoseca.gov
Address: 200 E Santa Clara St, 10 th Floor, 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>		
<u>Consultant's Contract Manager</u>			Yes Already Filed (Date Filed)	Yes Need to File	No
Name: Leila Silver, Project Manager	Phone No.: 650-743-2133		X (5/25/2023)		
Address: 300 S 1 st St, #204, San Jose, CA 95113	Email: leila@integrateddesign360.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>		<u>Email:</u>		
1. Melanie Jacobson	Principal	Melanie@integrateddesign.com			X
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. TRC	Technical Feasibility & Cost Effectiveness Analysis
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	\$18,491.55
2	<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	\$67,687.00
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	\$2,096.00
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):			\$88,274.55