PROFESSIONAL SERVICES AGREEMENT
City Manager’s Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620

AGREEMENT FOR SERVICES BETWEEN
THE CITY OF MENLO PARK AND OPTONY

Agreement #: 3113

THIS AGREEMENT made and entered into at Menlo Park, California, this 1/6/2021
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and OPTONY, hereinafter referred to as “FIRST PARTY.”

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in
connection with that certain project called: Creation and project management - Microgrid at Belle
Haven Community Center

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby
undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND
CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY
agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

2. SCHEDULE FOR WORK

FIRST PARTY’s proposed schedule for the various services required pursuant to this agreement will
be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work
by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall
hold the other responsible for damages or delay in performance caused by acts of God, strikes,
lockouts, accidents or other events beyond the control of the other, or the other’s employees and
agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY.
The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used
herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver
to CITY all project related files, records, and materials within one month after completion of all of
FIRST PARTY’s activities required under this agreement.

3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will
complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A,"
Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $53,845 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY’s fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY’s work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Nicole H. Nagaya
Public Works Department
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
650-330-6740
nmmelgar@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:
Byron Pakter
Optony

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. **Workers’ compensation and employer’s liability insurance:**
   The FIRST PARTY shall have in effect during the entire life of this agreement workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: “I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement” (not required if the FIRST PARTY is a Sole Proprietor).

2. **Liability insurance:**
   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. **Professional liability insurance:**
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.

B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.

D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.

E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.

F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys’ fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of January 4, 2021 through December 31, 2022 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document’s date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City or its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant’s Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk’s office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Byron Pakter

Date

Chief Executive

Printed name

Tax ID#

APPROVED AS TO FORM:

Cara E. Silver, Interim City Attorney

Date

FOR CITY OF MENLO PARK:

Nicole Nagaya, Public Works Director

Date

ATTEST:

Judi A. Herren, City Clerk

Date
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:
Provide consultant services set forth in Exhibit A-1, attached hereto.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY shall pay FIRST PARTY an all-inclusive fee of $53,845 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY’s fee for the services set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

A3. SCHEDULE OF WORK

FIRST PARTY’s proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:
- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Department Head.
## A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
Proposal for RFP Creation and Project Management - Microgrid at Belle Haven Community Center

Delivery by email at 3:30 PM PST
Thursday, December 3, 2020:

RLLucky@menlopark.org
Rebecca Lucky, Sustainability Manager
City of Menlo Park

Proposal for:
Creation of RFP, and Project Management Related to Solar and Solar Storage Micro-grid at Belle Haven Community Center

Presented to:
City of Menlo Park

Presented by:
Jonathan Whelan, Director of Operations, Optony Inc.
Jonathan.Whelan@OptonyUSA.com

Conserving Resources by Using Recycled Paper When Printing This Proposal
Cover Letter

Good Day Ms. Lucky,

The City of Menlo Park has made significant commitments toward clean energy and local resiliency through the planned development of the Belle Haven Community Center microgrid. Optony is pleased to have the opportunity to offer our services to continue working with the City to help pursue the positive impacts of solar and energy storage projects, and we are proud to offer our experience, team and approach to ensure success.

Optony’s experience matches ideally with your desired scope of services. We are an independent clean energy consultant with a focus on supporting public agencies. We have supported Menlo Park, and dozens of other public agencies in California to analyze, procure, contract, and construct solar projects, including managing the current procurement of a city hall microgrid for Goleta, California.

Please do not hesitate to contact me to discuss next steps and how we can tailor our services to meet your needs.

Sincerely,

Jonathan Whelan, Optony Inc.
5201 Great America Pkwy.,
Suite 320, Santa Clara, CA 95054
Phone: (415) 450 - 7032
Background of the Firm

Optony is an award-winning independent energy advisory consulting firm founded in 2008 and in operation continuously for 13 years. Optony provides support to both private and public clients: From banks and utilities, to cities, counties, schools, water agencies and community choice aggregators. However, Optony prides itself on its experience and expertise in serving public agencies in particular. Optony has assisted hundreds of clients worldwide with clean energy planning and program development and has been instrumental in renewable energy developments totaling nearly 3,000 MW, through services in site evaluation, procurement, policy development, or a combination of these tasks.

Optony has provided expert solar site assessment, financial feasibility assessment, contracting and project monitoring services since its founding. In recent years, Optony’s work has evolved into the field of battery energy storage, microgrids, and electric vehicles. Optony is currently leading the solicitation process for the Goleta city hall microgrid. Optony also consulted on California’s first high-security jail microgrid at Santa Rita Jail in Alameda County, and provided procurement support for the nation’s first affordable housing microgrid in the District of Columbia.

Proposed Service Areas

Our specialty is in management of solicitation, design, permitting, design reviews, interconnection application management, and project construction and commissioning oversight.

Task 1. Procurement Management

We will take the lead in managing your RFP process from requirements gathering, solicitation writing, evaluation criteria, and bid solicitation to vendor evaluations, interviews, and contract negotiations based on the latest industry trends and best practices, and tailored to the specifics at the Belle Haven Community Center.

Task 2. Engineering Review and Construction Quality Management

We will provide Independent Engineering Review to minimize risks and deliver maximum economic returns to investors and owners. This service reduces discrepancies in proposed system designs, components, and construction to improve lifetime performance. We will assist the City to resolve construction issues and inspect the system during and after construction.

Proposed Fees

<table>
<thead>
<tr>
<th>Task</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>$19,000</td>
</tr>
<tr>
<td>Task 2 (optional)</td>
<td>$29,950</td>
</tr>
</tbody>
</table>

OPTONY
Proposal for RFP Creation and Project Management - Microgrid at Belle Haven Community Center

Project Schedule

If selected by the City, Optony will work with the City to develop a project schedule that effectively meets City stakeholder needs.

Task 1. **Procurement Management of Solar Microgrid**

Subtask 1.1: Kick-Off Meeting & Panning a Schedule for the RFP  
Feb 2021
Subtask 1.2: Data Collection and Review of Existing Information  
Mar 2021
Subtask 1.3: Development of RFP Documents  
Mar 2021
Subtask 1.4: Selection of Provider and Contract Negotiation  
Apr – May 2021

Task 2. **Engineering Review and Construction Quality Management of Solar Microgrid**

Subtask 2.1: Design Review  
Jun 2021 – July 2021
Subtask 2.2: Inspections  
Aug 2021 – Nov 2021
Subtask 2.3: Commissioning  
Dec 2021

Project Work Plan

Optony’s experience, supplemented by the nationally recognized capabilities of the project team members, is well-suited to deliver on the scope of services requested by the City. If selected for an interview or contract with the City, we stand ready to provide a detailed project workplan with additional information about each step of our approach.

Task 1. **Manage Procurement of a Complete Solar PV Microgrid**

Subtask 1.1 Kick-Off Meeting

- Meet with the City and all key stakeholders at the outset of the project
- Arrive with a meeting agenda aiming to discuss all stakeholder priorities, identify key information needs, and lay-out communications protocols and processes

*Task Deliverable(s)* - *Meeting minutes will be issued after the meeting, with key action items identified and information requests specified.*

Subtask 1.2 Data Collection and Review of Existing Information

- Liaise with Menlo Park staff to determine desired form and standard procedures for Menlo Park procurement and targeting the broadest bidder pool
- Continue to gather information about the proposed project and supporting documentation from earlier City investigations. This review has already begun with some documentation provided by the City. Optony will seek to identify all
document needs at the outset of the project and will follow up with appropriate parties to obtain those documents and the attendant information.

Subtask 1.3 Development of RFP Documents

- Develop procurement documents, using existing City documents, prior Optony procurement documents, and relevant documents from peer institutions. Optony regularly uses online document platforms to enable multi-party viewing and commenting on documents, while also maintaining ultimate document control in a single document holder to eliminate issues with multiple versions. Optony will take ownership of the development process, while recognizing that the City remains the final voice in authorizing and issuing the solicitation.
- Create draft Request for Proposals (RFP) document outlining product specifications, system performance, bidder scoring methodology, etc.
- Solicit feedback from Menlo Park and revise RFP document into final form for public release

Task Deliverable(s) - Final “complete solar PV system” RFP for public release

Subtask 1.4 After the City issuance of the solicitation, Optony will manage the process of the solicitation, including addressing questions, planning a pre-proposal meeting and site visit, organizing submittals, and providing initial analysis and commentary on submittals. These preliminary evaluations will be presented to City stakeholders, with recommendations on how to proceed. Assist Menlo Park to review and score proposals

- Assist Menlo Park in vendor interviews. Optony will prepare agendas and questions for interviewees, and we are happy to lead questioning, if desired. After interviews, we will coordinate final scoring and decisions with the City stakeholders, and we will work with both City legal staff and other key stakeholders to negotiate a contract that meets the City’s objectives.
- Support Menlo Park as needed in contracting and vendor negotiations

Task Deliverable(s) - Meetings, conference calls, emails, etc. as needed to support scoring, interviews and negotiations

Task 2. Design Review of Plan Set for Complete Solar PV Microgrid

Subtask 2.1 Plan set review and comments to designers on electrical, mechanical, structural at three points as follows:

i. 50% design completion

ii. 90% design completion

iii. 100% for construction
Task Deliverable(s) - Memo of comments to designer at plan set phase i, ii, & iii; emails, conference calls as needed, to correct design issues

Subtask 2.2 Construction Quality Management After contract execution, Optony will act as a “Project Manager – Light”, scheduling and managing project meetings and document reviews to ensure that timelines and requirements are being met. At various periods, Optony will participate in site walks and on-site meetings to ensure that planning is thorough and, after construction commencement, to ensure that construction meets contract requirements and industry best practices. Change order requests and time extensions will be reviewed with City stakeholders to determine approvals.

Task Deliverable(s) - Site inspections at two points
   i. After racking is installed
   ii. After panels are installed

Task Deliverable(s) - Memo to Menlo Park of findings after each inspection; conference calls, email, etc. to resolve any construction inspection issues

Subtask 2.3 Project final inspection commissioning including
   i. Punch list walk of electrical connections, conductor terminating torques, etc.
   ii. String performance testing
      • Measurement of component temperature under operating conditions
      • Measurement of irradiance (and calculation of expected amperage)
      • Measurement of actual system voltage and amperage

Task Deliverable(s) - Memo and spreadsheet of system commissioning findings, measurements, high-resolution photos; conference calls, email, etc. to resolve any commissioning inspection issues
Key Personnel

The key personnel who will work on the City of Menlo Park are profiled in brief below. Full resumes or additional project references area available if desired. Optony support staff may be used on as-needed basis.

**Byron Pakter**, Chief Executive and Director of Program Development

Byron Pakter will be the officer in charge of managing the use of Optony’s energy storage optimized cost simulator for constructing price modeling using statistical methodologies. He has worked with the ISO on planning and research; and is active on renewable planning and compliance in WECC as a member of the Western Renewable Energy Generation Information System (WREGIS) Stakeholder Advisory Committee. He was the team lead on integrated resource planning work for East Bay Community Energy’s business plan for local resource development. His work influenced and informed the IRP sections on methodology; procurement and scheduling development impacts; new generation; analysis of risks and mitigations; and analysis of strategies for enhancing long-term stability and reliability.

He is coauthor to energy economics development research and strategy for wind, solar, and advanced energy technologies, prepared for the Governors’ offices of Colorado, Iowa, and Virginia. He holds a Master of Engineering in Advanced Energy Technology and a Bachelor of Science in Mechanical Engineering, both from the University of California, Berkeley.

**Jonathan Whelan**, Director and Chief Officer of Operations

Jonathan Whelan will be Optony’s responsible agent in project management for consultancy services with the City of Menlo Park. He is well known for his rigorous project management methodologies, and meeting short deadlines with tight project scheduling and efficient lines of communication. Throughout the project term he will manage accountability for action items, as well as share and maintain project status timelines and milestone progress.

Mr. Whelan is a veteran of multiple energy resource planning programs for public agencies. He is known as a pioneering leader in multi-jurisdictional solar PPA brokerage and negotiations. Over the course of the last ten years, he has assisted dozens of municipal agencies to achieve some of the most favorable PPA contract terms seen in the industry. He holds a Bachelor of Science in Business Administration and Biology, with Minor in Environmental Studies from Trinity University.

Jonathan will lead the development of RFP documents and evaluation of proposals and proposers. He will also serve as the primary point of contact for design review and oversight of project construction and commissioning.
Proposal for RFP Creation and Project Management - Microgrid at Belle Haven Community Center

Sam Hill-Cristol, Energy Program Manager

Mr. Hill-Cristol serves as a Project Manager and Energy Analyst at Optony. Mr. Hill-Cristol has worked in all facets of the renewable energy -- public policy nexus and uses that experience to interface with public and private stakeholders in order to catalyze clean technology deployment at the local level. Prior to joining Optony, Mr. Hill-Cristol served as the Sustainable Energy & Transportation Associate at Alameda County, where he led the County’s efforts to overcome the charging constraints hindering efforts to achieve mass deployment of electric vehicles in their fleet. He is the lead author of a paper analyzing how energy markets could support utility scale battery storage deployment in the New England ISO. He holds a Bachelor of Arts in Environmental Studies, with Honors, from Brown University.

Sam will provide support on development of RFP documents and evaluation of proposers and contract terms.

Maddie Julian, Energy Analyst

Ms. Julian serves as an Energy Analyst for Optony. Throughout her academic and professional career, she has developed an interest in electricity market design as it relates to electric vehicles, renewable energy and battery storage. Her master’s thesis project focuses on incentivizing electric vehicle charging in non-residential segments to utilize renewable energy and support a low carbon grid.

At Southern California Edison she was a member of both the Energy Procurement & Management, and Customer Programs & Services departments, contributing to projects in areas ranging from analytics to project management and policy discussions. Her responsibilities focused on electric vehicle charging data analysis, utility-scale battery storage market research and battery storage proposal evaluation for local capacity requirements. Previously, she worked with Berkeley’s California Public Interest Research Group chapter, as well as the California Solar and Storage Association, advocating for the advancement of distributed solar resources.

She holds a master’s degree from UC Santa Barbara’s Bren School of Environmental Science & Management, specializing in Energy and Climate.

Maddie will focus on evaluation of battery storage and micro-grid strategies proposed and contracted by the proposers and eventual selected vendor.
Example Projects and References

The following examples constitute a partial list of projects both underway and completed, covering the desired scope of work contemplated by the City of Menlo Park.

City Hall Microgrid Procurement Management (2020 - current)

Client: City of Goleta, California
Assigned Staff: Mr. Jonathan Whelan
Project Highlights: RFP Creation, Bid Process Management, PPA Negotiation, DER Site Assessment, DER Financial Feasibility Analysis
Project Description: Feasibility study of solar and battery storage microgrid, RFP creation, bid review, evaluations of proposed energy management specifications and microgrid designs

Reference: Cindy Moore, Sustainability Manager, City of Goleta
Email: cmoore@cityofgoleta.org, Phone: (805) 961-7547


Client: Alameda County, City of Fremont, 17 other Bay Area public agencies
Assigned Staff: Mr. Jonathan Whelan
Project Highlights: PPA Negotiation, DER Site Assessment, DER Financial Feasibility Analysis
Project Description: Collaborative energy procurement—the largest in the nation: Optony assisted in the completion of over 200 site feasibility assessments and in the creation and distribution of Request for Proposal documents covering roughly 190 sites. Optony performed myriad of specific services including, but not limited to:

- Lead in contract negotiations with multiple contractors and public partners, achieving some of the most advantageous contract terms available for the buyers at the time
- Reviewed and commented on prospective PPAs for solar + storage microgrids at City of Fremont Fire Stations, which were then executed and built under the California Energy Commission’s EPIC grant program

Reference: Caroline Judy, Director, General Services Department at the County of Sonoma (formerly Acting Director of Alameda County General Services Agency and Lead of R-REP Project)
Email: Caroline.Judy@sonoma-county.org Phone: 707-565-8058

Client(s): South County Regional Wastewater Authority (Joint Powers Authority of Morgan Hill & Gilroy)

Assigned Staff: Jonathan Whelan

Project Highlights: DER (Solar + Storage) Site Assessment & Modeling, Financial Modeling, PPA Review

Project Description: Optony was selected to provide independent energy advisory and procurement support for two new energy projects at the water authority’s principal facility. Optony aided in the development, distribution, and review of the contract solicitation. The firm provided development support, including RFP creation, for the water authority’s solar and battery energy system which is over one megawatt in size. The evaluation and feasibility scope of work included site inspection, energy impacts assessment, technical specifications development, risk identification, proposal review, and vendor selection. Optony continues to provide interconnection negotiation support, construction quality management, schedule management support, and performance analysis for these projects.

Reference: Saeid Vaziry, Environmental Programs Manager of South County Regional Wastewater Authority

Email: saeid.vaziry@ci.gilroy.ca.us Phone: 408-846-0202

Distributed Energy Resources Procurement Assistance (2016-present)

Client: Western Contra Costa County School District (WCCUSD)

Assigned Staff: Jonathan Whelan, Sam Hill-Cristol

Project Highlights: PPA/Contract Negotiation, DER Site Assessment, DER Modeling, Financial Modeling

Project Description: Optony helped the WCCUSD assess, procure, negotiate and commission solar systems on 32 schools from 2016 through the summer of 2018. After helping to identify feasible sites and structure and RFP, Optony staff worked directly with District staff and District legal counsel to assess the value of proposed solar systems and negotiate favorable contract terms on behalf of the District. Optony is currently assisting the District on a 33rd school by assessing the value of a proposed solar + storage system and leading negotiations with the vendor to ensure that contract terms are favorable to the District.

Reference: Julio Arroyo, Executive Director of Operations & Maintenance

Email: julio.arroyo@wccusd.net Phone: (510) 231-1109
Electric Vehicle Facility and Infrastructure Master Planning
(2015-2018)

Client: Alameda County
Assigned Staff: Byron Pakter, Jonathan Whelan, Sam Hill-Cristol
Project Highlights: Storage Sizing & Financial Performance Modeling
Project Description: Optony worked with the Transportation Department of the County’s General Services Agency to solve EV charging infrastructure planning and implementation problems in the County’s rapidly expanding fleet of electric vehicles. As the County continues to add more electric vehicles to its fleet (nearing 100 at the time of the project), they have also added many EV chargers to sites and buildings that were never anticipated to support the additional electric load. Optony worked with the County to review these electrical impacts, and design both cost saving and building electrical solutions to enable further EV charger expansion at the County’s principal fleet hosting and maintenance site. Battery energy storage systems are a viable solution that respond to EV circuit overload while providing simultaneous solutions to high utility demand charges caused by these spikes in EV charger load. To aid the County in battery procurement, Optony created a proprietary model of battery performance and used this model to cost-optimize the battery system specification against the EV charger current and forecast load at both public and private chargers owned by the County. The project showcases Optony’s ability to perform detailed and customized battery storage modeling.
Reference: Phillip Kobernick, Programs Manager at Peninsula Clean Energy (formerly Logistics Services Manager for Alameda County)
Email: pkobernick@peninsulacleanenergy.com Phone: (866) 966-0110