

☐ **First** **Amendment to Standard City of San José Consultant Agreement**
☐ **Second** (Non-Capital Projects)
☐ **Third** Consultant's Name: Frontier Energy, Inc.
☒ **Fourth** **(Standard Agreement AC No. 666140)**

This Amendment is made and entered into this 19th day of March, 2024. The City and Consultant amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. ☒ **Agreement Term:** Section 2 is amended to extend the expiration date from December 31, 2024 to December 31, 2025.
 5. ☒ **Maximum Total Compensation:** Subsection 10.1 is amended to ☒ Increase ☐ Decrease the Maximum Total Compensation from \$ 200,000 to \$ 280,000.
 6. ☐ **Agreement Section(s):** Section(s) _____ is/are amended to read as set forth in Attachment A of the Amendment.
 7. ☒ **Scope of Basic Services – Exhibit A:** The ☐ original ☐ First Revised ☒ Second Revised Exhibit A is amended to read as set forth in the attached ☐ First ☐ Second ☒ Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. ☒ **Compensation – Exhibit B:** The ☐ original ☒ First Revised ☐ Second Revised Exhibit B is amended to read as set forth in the attached ☐ First ☒ Second ☐ Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. ☐ **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

By *Sarah Zarate*
Email: sarah.zarate@sanjoseca.gov
Date: 03/19/2024 PDT

Name: Sarah Zarate
Title: Director, City Manager's Office

Consultant

By *Jean Krausse*
Email: jkrausse@frontierenergy.com
Date: 03/19/2024 PDT

Name: Jean Krause
Title: Vice President, Frontier Energy Inc.

Approval as to Form (City Attorney):

☐ **Form Approved by the Office of the City Attorney.**

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

☒ **Approved as to Form:**

Brian Kimball
Email: brian.kimball@sanjoseca.gov
Date: 03/19/2024 PDT
Name: Brian Kimball
Title: Sr. Deputy City Attorney

☐ First

☐ Second

☒ Third

Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the ☐ First ☐ Second ☐ Third ☒ Fourth amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

Task No. 1, entitled “Feasibility Assessment for Energy Efficiency Program Administration,” is amended to read as follows:

Subtask No. 1.2: Market Assessment

- A. Services:** The Consultant shall undertake the assessment in two steps: 1. An initial, less detailed market scan and evaluation of Investor-Owned Utility programs to inform a gaps analysis; 2. A more detailed data analysis of the specific sectors that will be proposed for program funding. The Consultant will conduct a market assessment, including market characterization and market potential; perform research to inform this assessment consistent with client-provided information and available budget, provide support with data requests to CPUC and PG&E, and analyze data received.
- B. Deliverable:**
1. The results of the initial market scan for gap analysis provided to San José Clean Energy in either PowerPoint presentation or PDF format sent by email.
 2. One (1) written market assessment for incorporation into Elect To Administer documentation provided to San José Clean Energy in either PowerPoint presentation or PDF format sent by email.
 3. The results of a follow up market scan for gap analysis summarizing how the energy efficiency landscape has changed since the original market scan and outlining current gaps and opportunities, provided to San José Clean Energy in either PowerPoint presentation or PDF sent by email.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:
- ☒ On or before the following date: December 31, 2025.
- ☐ On or before _____ Business Days from _____.

Subtask No. 1.3: Apply to Administer Pathway Summary

- A. Services:** The Consultant shall summarize the steps and resources known or assumed to be required for San José Clean Energy to pursue funding for program administration through the CPUC's Apply to Administer pathway. The Consultant shall a) Summarize key differences between the Elect To Administer and Apply To Administer pathways in terms of program and funding opportunities, b) Identify the specific steps required for Apply To Administer submittal and ongoing program administration, highlighting points of difference between the Elect To Administer and Apply To Administer pathways including but not limited to initial filings, annual filings for ongoing program administration, and reporting requirements, and c) Discuss staffing and other resource requirements as known to pursue and secure approval for program administration under the Apply To Administer pathway.
- B. Deliverable:**
1. One (1) Apply to Administer Pathway Summary Report provided to the City in either PowerPoint presentation or PDF format sent by email.
 2. One (1) Updated Apply to Administer Pathway Summary Report, outlining the similarities and differences between Apply to Administer and Elect to Administer Program Administrators and obligations of each provided to the City in either PowerPoint presentation or PDF format sent by email.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:
- ☒ On or before the following date: December 31, 2025.
- ☐ On or before _____ Business Days from _____.

Task No. 4, entitled "CPUC Reporting Support," is amended to read as follows:

- A. Services:**
- Coordinate with Program Implementer (with SJCE in copy) to receive monthly data submissions via Secure File Transfer Protocol (SFTP).
 - Submissions will come in CEDARS Monthly Report format and CEDARS Quarterly Report format.
 - Coordinate with SJCE staff to acquire monthly cost data for inclusion in CEDARS Monthly Reports
 - Perform quality control (QC) on monthly data submissions in relation to CEDARS specifications and in relation to ongoing program activities.
 - Upload CEDARS monthly reports to CEDARS, notify SJCE staff for approval/confirmation.
 - Upload CEDARS Quarterly Reports to CEDARS, notify SJCE staff for approval/confirmation.

- Provide feedback to Program Implementer (with SJCE in copy) for substantive data issues that require correction (project-level data that only the Program Implementer has access to).
- Correct data issues related to CEDARS specification when needed. Provide feedback to Program Implementer (with SJCE in copy) to fix data issues in subsequent submissions.
- Attend Reporting Project Coordination Group (PCG) meetings on behalf of SJCE, provide PCG notes to SJCE staff.
- Support true up and annual report.

B. Deliverable:

- CEDARS monthly, quarterly, and annual reports

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

☒ On or before the following date: December 31, 2025.

☐ On or before _____ Business Days from _____.

☐ First ☐ Second ☒ Third Revised Exhibit B: Compensation (Non-Capital Projects)

This revised Exhibit B is an attachment to the ☐ First ☐ Second ☐ Third ☒ Fourth amendment to the Agreement.

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services				
Column 1	Column 2	Column 3	Column 4	
Task Nos.	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	\$61,800	
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	\$88,600	
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	\$15,000	
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	\$105,000	
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 accordance with Subsection 10.5 of the Agreement. The maximum amount of reimbursable expenses is:			n/a
Part 3 – Subconsultant Costs				
<input checked="" type="checkbox"/> The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants. Subconsultant costs are not separately compensable.	<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of the Agreement. The maximum amount of compensation for subconsultant costs is:			n/a

Part 4 – Additional Services		
<input type="checkbox"/> No money is budgeted for Additional Services, and the Director cannot authorize any Additional Services.	<input checked="" type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$9,600
Maximum Total Compensation (sum of Parts 1 through 4):		\$280,000

Section 2 – Schedule of Rates and Charges

- ☐ **Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- ☒ The following is the Schedule of Rates and Charges applicable to this Agreement, effective as of the execution date of this Fourth Amendment:

Category	2024	2025
President	324	343
Vice President	319	338
Sr. Director	319	338
Director / Principal Consultant	298	316
Sr. Manager / Engineering Manager	265	281
Manager	235	249
Sr. Engineer / Sr. Program Mgr	214	227
Engineer / Program Mgr	178	189
Sr. Program Consultant / Sr. Analyst	162	172
Program Consultant / Analyst	141	149
Sr. Program Coordinator / Sr. Technician	119	126
Program Coordinator / Technician	103	109
Program Associate / Direct Install Technician	86	91
Administrative	80	80