

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

Amendment to Approved Service Order - Cover Page

- 1a. Intentionally Omitted.** **1b. Master Agreement AC No.: 32544**
2. First Second Third Amendment to Approved Service Order No. 1
3. Consultant's Name: E Source Companies, LLC, a California Limited Liability Company ("Consultant")
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4. The above-referenced Approved Service Order is amended as follows:

- 4a. Budget/Fiscal:** The original Budget/Fiscal information in Section 7 of the Approved Service Order First Revised Budget/Fiscal Attachment Second Revised Budget/Fiscal Attachment is amended to read as set forth in the attached First Second Third Revised Budget/Fiscal Attachment.
- 4b. Tasks - Attachment A:** The original First Revised Second Revised Attachment A is amended to read as set forth in the attached First Second Third Revised Attachment A.
- 4c. Compensation Table - Attachment C:** The original First Revised Second Revised Attachment C is amended to read as set forth in the attached First Second Third Revised Attachment C.

5. Each of the attachments to this amendment is incorporated herein by reference.

6. Consultant Approval:

Date: _____

Ted Schultz

Email: ted_schultz@esource.com
Date: 07/13/2022 GMT

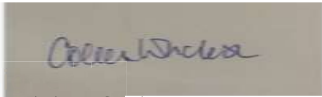
7. Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

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

Approved as to Form:
(Sr.) Deputy City Attorney:

Date: _____



Email: colleen.winchester@sanjoseca.gov
Date: 07/13/2022 GMT

8. City Director Approval:

Date: _____



Email: napp.fukuda@sanjoseca.gov
Date: 07/25/2022 GMT

First Second Third **Revised Attachment A: Tasks**

This Revised Attachment A is attached to the First Second Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement.

The tasks set forth in the original Attachment A, or in any previous amendment to the original Attachment A, are amended as set forth herein. All other tasks shall remain unchanged.

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. The City's Director of Environmental Services or designee, upon written request from the Consultant, may authorize an extension of the completion date(s) for Task No. 2 through Task No. 7, however, no extension may be granted unless all tasks within the Service Order can be completed by 8/12/2022.

Task No. 1: Project Management and Quality Control

A. Services:

The Consultant will provide structured project management to ensure that all project components are executed in a timely, organized fashion and completed to the project definition and expectations. Project Management activities include:

- Maintaining the overall project schedule
- Working with all project participants to monitor progress and adjust the work plan as needed to stay on schedule
- Facilitating regular project progress and other meetings
- Creating project status reports as required with input from SJMWS
- Tracking project budget

The Consultant will track this task order to ensure all work stays within scope and will initiate change requests for approval by SJMWS if required.

The Consultant will establish a SJMWS Microsoft SharePoint website for collaboration including calendaring, contacts, document repositories, etc. Additionally, the Consultant will make use of web-based meeting applications for remote meetings, as necessary.

B. Deliverable: Project schedule, status reports, Microsoft SharePoint website for collaboration

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: August 12, 2022.
 On or before ____ Days from ____.

Task No. 8: AMI Assessment Report and Presentation

A. Services:

The Consultant's findings that are gathered during the previous tasks will be documented in a comprehensive report and presentation. The report will be the primary vehicle for communicating the Consultant's recommendations to SJMWS. The suggested outline is as follows:

- Executive Summary
- Goals and Objectives

- IT and Network Analysis
- Use Case Prioritization
- Financial Analysis
- AMI Pilot Program Assessment and Technology recommendation
- Overall Findings and Recommendations

The Consultant will schedule working sessions with SJMWS upon delivery of the Draft AMI Assessment report to review the results and recommendations. The Consultant expects SJMWS to provide feedback/questions/comments, which will be incorporated into the Final Assessment report. Additionally, The Consultant will prepare and conduct an on-site presentation to SJMWS's Executive Management / Stakeholders summarizing the effort, results, and recommendations.

- B. Deliverable:** Up to three drafts and one final AMI Assessment Report, up to three drafts and one final AMI Assessment results presentation, conduct final presentation
- 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: August 12, 2022.
 - On or before ____ Days from _____.

First Second Third **Revised Attachment C: Compensation Table**

This Revised Attachment C is an attachment to the First Second Third amendment to Approved Service Order No. 1 issued pursuant to the Master Agreement.

The City will compensate the Consultant for providing the services and deliverables set forth in Attachment A in accordance with 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. Unexpended amounts in any completed task may be applied to other tasks upon written authorization of the City's Director of Environmental Services or designee as long as the Maximum Service Order Compensation is not exceeded.

Part 1 – Compensation for Services				Column 4
Column 1	Column 2	Column 3	Column 4	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Completion of Work	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	\$8,208.00
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	\$3,107.00
3	<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	\$7,572.00
4	<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	\$6,572.00
5	<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	\$5,616.00
6	<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	\$17,670.00
7	<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	\$17,414.00
8	<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	\$12,201.00
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) sub-consultant costs.			<input type="checkbox"/> Subconsultant costs are separately compensable in the maximum amount of: \$	
Maximum Service Order Compensation (sum of Parts 1 through 3):				\$78,360.00