

**Master 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.: 32544
- 2.** Approved Service Order No. 3
- 3.** Consultant's Name: E Source Companies, LLC ("Consultant")
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- 4.** Project Name: AMI Implementation Plan and Staffing Plan ("Project")
- 5.** Project Location: Not Applicable
- 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: | \$ | 49,680.50 |
| b. Maximum Service Order Compensation for this Approved Service Order: | \$ | 49,680.00 |
| c. New unencumbered balance in Master Agreement (7.a – 7.b): | \$ | .50 |

- 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: 500 Appn: 4952 RC: 133859 Amount: \$49,680

Authorized Signature: _____ **Date:** _____

Beverly Owens

Email: beverly.owens@sanjoseca.gov
Date: 01/04/2023 GMT

- 8. Division Analyst Approval:**

Sanjay Krishnaswamy

Email: sanjay.krishnaswamy@sanjoseca.gov
Date: 01/04/2023 GMT

- 9. Consultant Approval:**

Nicole Naassan

Email: nicole_naassan@esource.com
Date: 01/04/2023 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:

Nicole Harvie

Email: nicole.harvie@sanjoseca.gov
Date: 01/04/2023 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 Project involves the Consultant supporting the San José Municipal Water System (SJMWS) with evaluation and planning for a transition to Advanced Metering Infrastructure (AMI).

Task No. 1: AMI Staffing Plan

- A. Services:** Consultant will develop an AMI program-specific staffing plan that identifies an overall staffing strategy needed specifically to facilitate an AMI implementation, as well as maintenance of the AMI program as an ongoing initiative post deployment. Specific skillsets, roles/responsibilities, tasks, and time commitments by role type will be detailed in the staffing plan. Analysis will include recommended revision of current staffing roles associated with Automated Meter Reading (AMR) (including utility/field staff, IT, customer support, billing, etc.) as well as identification of new staffing roles as will be necessary for AMI.

During this task, discussions will be held about maintaining and managing all data and required integrations/communications between software programs, as well as responding to the events, alarms, and meter communications generated by the AMI system and utilizing data transmitted to the Meter Data Management System (MDMS), allowing SJMWS to gain a deeper understanding of what tasks will be required and will lead to recommendations about who will perform them.

- B. Deliverable:** The Consultant will provide the following to the City's Contract Manager: AMI Staffing Plan (up to two (2) drafts each accompanied by a one-hour draft review session/virtual meeting and one final product), including current and future specific skillsets, roles/responsibilities, tasks, and estimated time commitments by role.

- 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: March 15, 2023.
 On or before ____ Business Days from _____.

Task No. 2: Implementation Planning

A. Services: Consultant will develop potential strategies for AMI deployment, and determine a final recommended strategy. The recommended strategy will consider input from the City and resulting optimal plans to address:

- The phasing and rate(s) of deployment, with consideration for the need to distribute utility capital costs to prevent rate spikes
- Project management and implementation support for AMI field deployment
- Prerequisites in such areas as information technology, staff organization, and customer service practices, etc.

Based on the recommended strategies and financial analysis, Consultant will work with the City to prepare a draft project schedule leveraging E Source's standard implementation framework in the form of a Gantt chart that shows the key tasks and milestones for project procurement and deployment. Consultant will also prepare a plan documenting other (non-schedule) needs and plans, which will identify the points at which monetary and staffing commitments are required. Consultant will provide up to three (3) draft schedules (*.xls) each accompanied by a one-hour draft review session via Teams (remote meeting setting) and plans (*.doc) for City review before the final deliverable.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: Gantt chart (*.xlsx); Project implementation plan (*.pdf)

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: March 8, 2023.
- On or before ____ Business Days from _____.

Task No. 3: RFP Finalization

A. Services: Consultant will provide as-needed support for additional questions or input needed by the City during City's efforts to finalize and advertise an RFP. As requested by City, Consultant will help to clarify any remaining questions the City may have while finalizing RFP requirements.

B. Deliverable: The Consultant will provide the following to the City's Contract Manager: Up to 24 hours to provide responses to City questions via email, virtual meetings, or conference calls.

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: June 30, 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: Nicole Harvie	Phone No.: 408-794-6777
Department: Environmental Services	Email: nicole.harvie@sanjoseca.gov
Address: 3025 Tuers Road, San José, CA 95121	

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."***

			Required to File Form 700?		
			Yes Already Filed (Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>					
Name: Kathleen Perrone	Phone No.: 303-345-9254		X (11/10/22)		
Address: 3020 Carbon Place, Suite 300 Boulder, CO 80301	Email: kathleen_perrone@esource.com				
<u>Other Staffing</u>					
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>			
1. Jason Jevack	Project Manager	jason_jevack@esource.com	X (9/2/22)		
2. Don Rankin	Water AMI SME	don_rankin@esource.com	X (9/13/22)		
3. Athens Silaban	Financial SME	athens_silaban@esource.com	X (9/13/22)		
4. Nicole Naassan	Executive Sponsor	nicole_naassan@esource.com	X (9/6/2022)		
5. Elizabeth Vamos	Water AMI SME	elizabeth_vamos@esource.com		X	

6. Mark Johnson	Water AMI SME	mark_johnson@esource.com		X	
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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.	
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	\$28,896
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	\$15,000
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	\$5,784
	<input type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$
Part 2 – Reimbursable Expenses			
<input 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 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):			\$49,680