

**SECOND AMENDMENT TO AGREEMENT TO PROVIDE PLANNING AND  
IMPLEMENTATION SERVICES FOR THE AUTOMATED METER  
INFRASTRUCTURE PROJECT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into this 18th day of January, 2022, by and between E Source Technology Planning And Implementation Consulting (E Source Companies, a Delaware LLC) formerly UtiliWorks Consulting, LLC (“CONSULTANT”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“CITY”). CITY and CONSULTANT shall hereinafter collectively be referred to as “the PARTIES”.

**RECITALS**

- A. On May 7, 2019, the PARTIES entered into an Agreement to Provide Planning and Implementation Services for the Automated Meter Infrastructure Project (“Original Agreement”) A-2019-066.
- B. On February 18, 2020, the PARTIES entered into a First Amendment to expand the Scope of Services previously established and to increase compensation in connection with the additional scope of work by \$68,720, with a 10% contingency of \$6,872 for a total amount not to exceed \$75,592.
- C. On February 3, 2020, UtiliWorks was acquired by E Source Companies LLC and is now using the name E Source Companies LLC or simply E Source.
- D. Pursuant to Section 15 of the Original Agreement, the City acknowledges and accepts the assignment of services to E Source Companies LLC for the remainder of the term of the Agreement.
- E. The PARTIES have subsequently expressed their intent to enter into a Second Amendment to the Original Agreement (“Second Amendment to Agreement”) to amend the scope of services and compensation terms of the Agreement.

**THE PARTIES THEREFORE AGREE:**

- 1. Section 1, SCOPE OF SERVICES,** shall be amended to read as follows:

Consultant shall perform the services that were described in the scope of work that was included in RFP No. 18-064 and as more specifically delineated in Consultant’s proposal, which is attached as **Exhibit A** and incorporated in full. Consultant shall also perform the related scope of work task category services as described and specifically delineated in **Exhibit A-2** and incorporated in full.

2. **Section 2, COMPENSATION**, shall be amended to read as follows:

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services as set forth in **EXHIBIT A** of the Original Agreement, **EXHIBIT A-1** of the First Amendment to Agreement, and **EXHIBIT A-2** of the Second Amendment to Agreement, the rates and charges identified in **EXHIBIT B** of the Original Agreement along with the rates and charges identified in the Fee Structure tables incorporated in **EXHIBIT A-1**, together with rates and charges identified in the Fee Structure table incorporated in **EXHIBIT A-2**. The total sum to be expended under the TERM of the Original Agreement, including any extension periods, shall not exceed \$1,018,058 (\$896,530 as set forth in **EXHIBIT B** of the Original Agreement, comprised of (1) the base amount of \$815,027 and (2) a 10% contingency in the amount of \$81,503 for additional services at City's sole discretion. To which an additional \$68,720 was added with a further corresponding 10% contingency of \$6,872, for a total additional amount not to exceed \$75,592 as set forth in **EXHIBIT A-1** of the First Amendment to Agreement. To which a further \$41,760 is hereby added, with a further corresponding 10% contingency of \$4,176, for a total additional amount not to exceed \$45,936 as set forth in **EXHIBIT A-2** of the Second Amendment to Agreement).

3. Except as hereinabove modified, the terms and conditions of said Agreement remain unchanged and in full force and effect.

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*{Signatures continued on next page}*

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement the date and year first above written.

**ATTEST:**

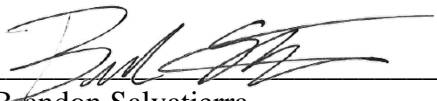
**CITY OF SANTA ANA**

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

\_\_\_\_\_  
Kristine Ridge  
City Manager


**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**CONSULTANT**  
E Source Technology Planning And  
Implementation Consulting


By:   
\_\_\_\_\_  
Brandon Salvatierra  
Deputy City Attorney

  
\_\_\_\_\_  
Name: Dale Pennington  
Title: President/CEO

**RECOMMENDED FOR APPROVAL**

  
\_\_\_\_\_  
[Nabil Saba \(Jan 3, 2022 11:57 PST\)](#)  
Nabil Saba  
Executive Director  
Public Works Agency

  
\_\_\_\_\_  
[Jack Ciulla \(Jan 3, 2022 11:59 PST\)](#)  
Jack Ciulla  
Chief Technology Innovations Officer  
Information Technology Agency

  
\_\_\_\_\_  
[Kathryn Downs \(Jan 3, 2022 11:48 PST\)](#)  
Kathryn Downs, CPA  
Executive Director  
Finance and Management Services Agency

## **EXHIBIT A-2**



E Source Technology Planning  
and Implementation Consulting  
2351 Energy Drive, STE 1010.  
Baton Rouge, LA 70808  
(225) 766-4188  
[www.esource.com](http://www.esource.com)

## Second Amendment to Second Amendment To Agreement To Provide Planning And Implementation Services For The Automated Meter Infrastructure Project

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### enQuesta Upgrade PM Services Extension of Services Needed for E-Link and Field Logic Tools enQuesta CIS Upgrade Coordination and Oversight .03

Date : November 17, 2021  
To : Rudy Rosas PE, Senior Civil Engineer  
City of Santa Ana, Public Works Agency

#### Scope of Work - E-Link and Field Logic Tools Planning, Implementation and Training

With this Amendment, E Source will continue to manage and oversee the E-Link deployment (mobile workorder management system) and the Field Logic Tools integration, testing and training. Delays due to the COVID pandemic and supply chain impacts, as well as the successful go-live activities of the enQuesta Upgrade to v6, have caused these two remaining activities to be extended beyond the original projected completion date.

#### Fees (Fee Structure Table)

Change Order 11/17/2021 - Additional Funds for E-Link Deployment										
E-Link will provide mobile workorder capability to be adopted by both MUS and PWA										
Meter Reading Software from AMI vendor (Aqua-Metric) needs configuration, testing and training (replaces RADIX meter reading system)										
Business Process changes needed to adopt E-Link and Meter Reading Software										
	Title	Rate	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	
<b>Task 1 - E-Link Deployment</b>										
Bret Vonder Reith	Sr. Associate	220	42	12	8	8	8	8		\$18,920
<b>Task 2 - Business Process Development</b>										
Bret Vonder Reith	Sr. Associate	220				4	4	4		\$2,640
<b>Task 3 - Meter Reading Application</b>										
Bret Vonder Reith	Sr. Associate	220			4	4	4			\$2,640
<b>Task 4 - Testing - Meter Reading</b>										
Bret Vonder Reith	Sr. Associate	220			4	12	12	8		\$7,920
<b>Task 5 - Testing - E-Link</b>										
Bret Vonder Reith	Sr. Associate	220			4	12	12	8		\$7,920
<b>Task 6 - Acceptance Testing</b>										
Bret Vonder Reith	Sr. Associate	220					4			\$880
									Subtotal	\$40,920
	Travel			\$0	\$640	\$200	\$0	\$0		\$840
									Subtotal with Travel	\$41,760
	** Mesa 3 devices (11) delivered 11/4/21									
									Contingency (10%)	\$4,176
	(27.5 already consumed, billable amount already included in the balance of \$41,760)								Total	\$45,936



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### Approvals

The City of Santa Ana Public Works Agency hereby agrees to the above as an amendment to the scope and compensation for the executed enQuesta Upgrade Oversight agreement.

A handwritten signature in black ink, appearing to read 'Dale Pennington', written over a horizontal line.

Delivered by: Dale Pennington  
President, E Source Technology Planning  
And Implementation Consulting

Date 11/17/2021

Approved by: Nabil Saba  
Executive Director, Public Works Agency  
City of Santa Ana

Date \_\_\_\_\_

**EXHIBIT 1**











# Second Amendment to Agreement\_E Source (fka Utiliworks)\_Final\_12.28.21

Final Audit Report

2022-01-03

Created:	2022-01-03
By:	Kristin Andrade (kandrade@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATI0uZuxSoZqU4YV3YwxNB4CC-212gwMp

## "Second Amendment to Agreement\_E Source (fka Utiliworks)\_Final\_12.28.21" History

-  Document created by Kristin Andrade (kandrade@santa-ana.org)  
2022-01-03 - 7:35:10 PM GMT- IP address: 98.153.69.210
-  Document emailed to Kathryn Downs (kdowns@santa-ana.org) for signature  
2022-01-03 - 7:35:39 PM GMT
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-  Document e-signed by Jack Ciulla (jciulla@santa-ana.org)  
Signature Date: 2022-01-03 - 7:59:15 PM GMT - Time Source: server- IP address: 98.153.69.210

✔ Agreement completed.

2022-01-03 - 7:59:15 PM GMT