

FIFTH AMENDMENT TO
METER READING CONTRACT NO. 20610

20610

THIS FIFTH AMENDMENT TO GAS METER AND WATER METER READING CONTRACT NO. 20610 is made and entered, in duplicate, as of November 23, 2009, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 18, 2009, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (now "SCE", formerly "Edison"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties entered Contract No. 20610 whereby SCE agreed to provide meter-reading services; and

WHEREAS, said Contract was amended as of July 1, 1994 to extend the term and increase compensation, again as of November 1, 1999 to extend the term and clarify meter read errors, again as of May 1, 2000 to extend the term and change the performance criteria, and again on February 16, 2005 to amend unit prices. References to the Contract in this Fifth Amendment shall mean and include all prior agreements and amendments, which are incorporated herein by this reference; and

WHEREAS, SCE now desires to discontinue meter-reading services for the City, and City will select a new contractor ("Successor") to provide those services; and

WHEREAS, SCE has agreed to provide support to the City in order to minimize any disruption during the transition from SCE to Successor, and the parties now desire to amend the Contract again to provide for transitional terms and conditions;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in the Contract, the parties agree as follows:

1. Section 4 of Contract No. 20610 is hereby amended to read as follows:

"4. EFFECTIVE DATE AND TERM:

1 The term of the contract is hereby extended for a period of three (3)
2 months, between April 30, 2010 through and including July 31, 2010. This term shall also
3 be known as the Extension Period.”

4 2. Contract No. 20610 is amended by the addition of a new Section 33,
5 to read as follows:

6 “33. TRANSITION PERIOD STATEMENT OF WORK:

7 For the purposes of this Contract amendment, the Transition Period is
8 defined as beginning October 30, 2009 and ending at the termination or expiration of this
9 Contract.

10 During the Transition Period, SCE shall provide the following support
11 services to the City for the purpose of ensuring a smooth transition to Successor for
12 meter-reading services:

13 33.1 Electronic Files (for Access Codes):

14 33.1.1 Special Instructions File Update: In addition to the
15 electronic file previously supplied by SCE to the City of accounts with
16 special handling/instructions, SCE will provide an updated version of the file
17 by October 30, 2009.

18 33.1.2 Special Instructions File Update Acknowledgement:
19 City will acknowledge acceptance of file within ten (10) business days of
20 receipt.

21 33.2 List of Accounts with “Do Not Duplicate” Keys:

22 33.2.1 Provide a list of accounts to City with “Do Not
23 Duplicate” keys: SCE will provide a list of accounts that require a key to
24 access the City-owned gas/water meters that are marked as “Do Not
25 Duplicate”. The initial list will be provided by October 30, 2009, with
26 updated lists by January 31, 2010; April 30, 2010; and July 31, 2010 and
27 will consist of only the gas/water accounts which are still being read by SCE
28 at the time the list and subsequent updates are composed.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

33.2.2 "Do Not Duplicate" keys, City Acceptance: City will acknowledge acceptance of list within ten (10) business days of receipt.

33.3 Route Keys:

33.3.1 Duplicate Route Keys: SCE will provide to City a copy of keys needed to gain access to the gas and water meters owned by City which are being read by SCE by October 30, 2009. Keys that are duplicated for City will include two (2) copies of each key. SCE will provide updated duplicates (two (2) copies) by January 31, 2010; April 30, 2010; and July 31, 2010 or end of the Contract for accounts which are at the time of the update still being read by SCE and to which there are new and/or different keys provided since October 30, 2009.

33.3.2 Duplicate Route Keys, City Acceptance: City will acknowledge acceptance of the duplicate route keys within ten (10) business days of receipt.

33.4 Route Shadowing:

With approval of SCE and applicable only to the routes identified by SCE, City's meter reader or other designated City employee may accompany or "shadow" the SCE meter reader for the purpose of becoming familiar with unusual or difficult to find meter locations. This provision is not applicable to any vendor, third-party or non-City employee.

33.5 Schedule of Performance and Fees for Reimbursement:

The Schedule of Performance for the tasks described in A through E, above, are set forth in Exhibit "A", attached hereto and incorporated herein by this reference.

Reimbursement shall be made by the City to SCE on a time and materials basis as set forth in Exhibit "A", attached hereto and incorporated herein by this reference, upon receipt of a separate invoice at the expiration or termination of the Transition Period."

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 3. Contract No. 20610 is amended by the addition of a new Section 34
2 to read as follows:

3 "34. BILLING FOR TRANSITION PERIOD COSTS:

4 During the Transition Period, in order to facilitate a smooth transition, SCE
5 will continue to read meters for the City. City may request SCE to read meters on a
6 gradually reducing schedule. Such schedule shall be provided by City to SCE at least
7 thirty (30) days in advance of any change to the typical meter reading schedule.

8 34.1 SCE will be compensated for meters actually read according
9 to its current fee schedule and error rate provisions."

10 4. Contract No. 20610 is amended by the addition of a new Section 35
11 to read as follows:

12 "35. POST-TRANSITION CONTACT:

13 SCE designates Frank Bahm, Manager of 3rd Party Products and Services,
14 as the contact person for City in order to request assistance in finding difficult to locate
15 meters post-transition for a period of ninety (90) calendar days after the termination of the
16 meter reading contract (post-transition period). Only authorized City personnel may
17 request such services. The amount of aggregated time expended by SCE resources will
18 not exceed eight (8) hours each thirty (30) day period of the post-transition period."

19 5. Contract No. 20610 is amended by the addition of a new Section 36
20 to read as follows:

21 "36. CONTRACT CLOSEOUT AND FINAL PAYMENT:

22 36.1 Transition Period Deliverables: Transition Period
23 deliverables, including but not limited to keys, access codes and notes and data
24 fields, must be received according to the schedule set forth in Exhibit "A".

25 36.2 Transition Period Invoices: SCE will submit a separate
26 monthly invoice for payment for costs incurred during the Transition Period,
27 including but not limited to cost of keys, duplication of documents, and time for City
28 "shadowing" and meters read during the Extension Period. The final invoice for

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Transition Period costs shall be submitted within thirty (30) days of termination or
2 expiration of the Contract.

3 36.3 Other Contract Cost: Any other outstanding invoices
4 submitted pursuant to the Contract shall be separately identified and submitted
5 within thirty (30) days of termination or expiration of the Contract. The City will
6 conduct an audit to verify invoices and non-Transition Period Contract costs.
7 Payment for non-Transition Period Contract costs will be issued within sixty (60)
8 days of final verification by City of invoices from SCE.”

9 6. Section 10 of Contract No. 20610 is hereby amended to read as
10 follows:

11 “10. TERMINATION: City may terminate the Meter Reading Contract
12 prior to July 31, 2010 with ninety (90) days written notice without financial penalty.”

13 7. Except as expressly amended herein, all of the terms and conditions
14 contained in Contract No. 20160 (as previously amended and to the extent that such
15 previous amendment is consistent herewith) are ratified and confirmed and shall remain
16 in force and effect.

17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation

By [Signature]
Senior Vice President

Type or Print Name

Nov. 19, 2009

By Barbara Mathews
Secretary

Barbara Mathews
Type or Print Name

"SCE"

CITY OF LONG BEACH, a municipal corporation

Dec 15, 2009

By [Signature]
Assistant City Manager
City Manager

EXEMPT PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Fifth Amendment to Contract No. 20610 is approved as to form on

11-23, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

APPROVED
STEPHEN E. PICKETT
Sr. Vice President and
General Counsel
By _____
Attorney
_____, 20__

Vendor Ride Along Expectations

	COMMERCIAL	RESIDENTIAL	TOTAL
(OPTIONS)			
			O/T
(A) MEET AT ROUTE START LOCATION - *Observation only	\$216	\$1,755	\$2,957.54
(B) RIDE WITH SCE EMPLOYEE - *Observation only	\$649	\$5,266	\$8,872.63
(C) MEET AT ROUTE START - VALIDATE & CHANGE LOCATIONS/SPECIAL INSTRUCTIONS OR INSPECT/VALIDATE METER NUMBERS (includes reading)	\$1,297	\$10,533	\$17,745.26
(D) MEET AT ROUTE START - READ ALONG WITH SCE EMPLOYEE	\$1,081	\$8,777	\$14,787.71
(E) RIDE WITH SCE EMPLOYEE- VALIDATE & CHANGE LOCATIONS/SPECIAL INSTRUCTIONS OR METER NUMBERS	\$1,946	\$15,799	\$26,617.88
(F) RIDE WITH SCE EMPLOYEE- READ ALONG WITH SCE EMPLOYEE	\$1,730	\$14,044	\$23,660.34

Assumptions

1. If SCE meets vendor at site additional drive time is avoided to return vendor to SCE facility when finished with CMR portion of route
2. Vendors riding with employees would need to go through morning briefing and be returned to office at end of CMR portion of route estimated impact 1 hour day per route
3. Validating/Changing locations and special instruction or inspecting meter costs are based on 60% of actual reading cost. Calculations based on timing assumptions for commercial and residential account types
4. New SCE meter reader performance expectations 50% of standard for first month -
5. For Option E and F ride along costs are added if the vendor rides with SCE
6. All per hour costs are based on MR 2 rates provided by Roger Thornton (MSO Financial Analyst) plus additional \$1.00 for Long Beach CMR
7. Overtime rate based on lost productivity will result in requirements to work overtime to stay on schedule - does not include additional Supervisory costs
8. If selected routes are identified for partial pricing the basis would be on the number of meters/type of meters for each route calculated on the basis of meter timing and percent of impact

**Scope of Observation - Examining and assessing the manner SCE meter readers gain access to accounts, maintain safety, scope and read meters from locations other than the account being read, reviewing (but not updating-verifying-changing) information on vendor issued hand held devices*

Meter Count Breakdown (monthly)	Residential Water	40,187
	Commercial Water	4,989
	Residential Gas	70,009
	Commercial Gas	3,183
	Total	118,368

Vendor Ride Along Expectations (for specific hard to locate routes)

	COMMERCIAL	RESIDENTIAL	TOTAL
(OPTIONS)			
			O/T
(A) MEET AT ROUTE START LOCATION - *Observation only	\$67	\$0	\$100.93
(B) RIDE WITH SCE EMPLOYEE - *Observation only	\$202	\$0	\$302.79
(C) MEET AT ROUTE START - VALIDATE & CHANGE LOCATIONS/SPECIAL INSTRUCTIONS OR INSPECT/VALIDATE METER NUMBERS (includes reading)	\$404	\$0	\$605.59
(D) MEET AT ROUTE START - READ ALONG WITH SCE EMPLOYEE	\$336	\$0	\$504.66
(E) RIDE WITH SCE EMPLOYEE- VALIDATE & CHANGE LOCATIONS/SPECIAL INSTRUCTIONS OR METER NUMBERS	\$606	\$0	\$908.38
(F) RIDE WITH SCE EMPLOYEE- READ ALONG WITH SCE EMPLOYEE	\$538	\$0	\$807.45

Assumptions

1. If SCE meets vendor at site additional drive time is avoided to return vendor to SCE facility when finished with CMR portion of route
2. Vendors riding with employees would need to go through morning briefing and be returned to office at end of CMR portion of route estimated impact 1 hour day per route
3. Validating/Changing locations and special instruction or inspecting meter costs are based on 60% of actual reading cost. Calculations based on timing assumptions for commercial and residential account types
4. New SCE meter reader performance expectations 50% of standard for first month -
5. For Option E and F ride along costs are added if the vendor rides with SCE
6. All per hour costs are based on MR 2 rates provided by Roger Thornton (MSO Financial Analyst) plus additional \$1.00 for Long Beach CMR
7. Overtime rate based on lost productivity will result in requirements to work overtime to stay on schedule - does not include additional Supervisory costs
8. Based on selected routes with hard to locate meters identified by L/B Service Center employees. Total of 12 routes - 2595 meters priced at commercial rate

**Scope of Observation - Examining and assessing the manner SCE meter readers gain access to accounts, maintain safety, scope and read meters from locations other than the account being read, reviewing (but not updating-verifying-changing) information on vendor issued hand held devices*

Key Supply Based on Per Route Costing	
Volume of CMR Routes:	639
Volume of Keys to copy:	3,000
Material Cost for Key Copies	3,907
Processing Cost Per Route:	\$13.95
Total Processing Cost:	\$12,821
Assumptions	
1 -	639 CMR routes in production as of 4/30/2009 (Source: Tom McGee, SFSR Long Beach SC)
2 -	CMR routes defined as SCE Meter Reading routes that contain at least one (1) COLB CMR meter
3 -	No bimonthly impacts identified that affect this costing model
4 -	Approximately 3,000 keys to copy for access (Source: Nykol Russell, FSSS Long Beach SC)
5 -	Keys to copy for access defined as those necessary for gaining access to electric meter
6 -	Keys to copy assumed as necessary for gaining access to gas meter or water
7 -	Actual count of keys will be verified with field survey to obtain actual number of keys that may be required for copy
8 -	Costing based on historical costing and assumptions charge of 1/4-hour of Meter Reader 1 labor per CMR affected route to review the existing routes and determine appropriate route development actions. Overtime is 1 1/2 times straight time cost
9 -	CMR Client responsible for vendor charges related to labor and materials
10 -	Meter Reader 1 wages based on 2008 budgeting data (Source: Alex Trejo)
11 -	Key cost based on bid from ACE Hardware (researched by Gene Vega) for 3000 keys, total bid with SCE discount 3906.78. Cost equates to \$1.302 per key.
12 -	Actual count of keys will be verified with field survey to obtain actual number of keys that may be required for copy
13 -	Excluded are keys that are labeled "Do Not Copy"