



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Fixed Network Software Modifications with Vertex Business Services Holdings LLC, of Bend, Oregon (\$116,250) and Appropriating Funds (\$150,000)
MEETING DATE: October 5, 2011
PREPARED BY: Public Works Director

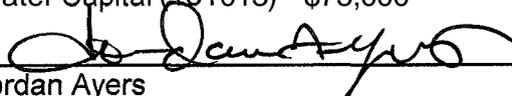
RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement for fixed network software modifications with Vertex Business Services Holdings LLC, of Bend, Oregon, in the amount of \$116,250 and appropriating funds in the amount of \$150,000.

BACKGROUND INFORMATION: On June 1, 2011, the City Council approved a suite of agreements and equipment purchases for installation of the Itron fixed-network system supporting the automatic meter reading projects of the electric and water utilities. The Itron fixed-network project has begun and the equipment installation, hardware configuration, software installation and the radio communications facilities are nearing completion.

The fixed-network software will receive information from an array of field antennae and route that information to the City's servers. In order for that information to be utilized by the City's utility system, a number of interfaces need to be created between the City's Customer Information System (CIS), the Itron billing gateway and the Itron network software.

The CIS was designed by Vertex and is currently maintained by Vertex under an annual maintenance contract. The required interfaces will be designed by Vertex by virtue of their unique understanding of the CIS architecture and the City's utility system. The proposed agreement, scope of work and maximum fee information is provided in Exhibit A. The scope of work includes research to define the design requirements, design of the interfaces and onsite testing after installation. The services will be provided on a time-and-cost basis not to exceed the maximum fee of \$116,250 plus an estimated \$2,000 for travel expenses.

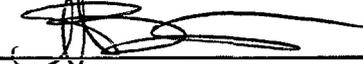
FISCAL IMPACT: One-time cost of up to \$118,250 to Water and Electric Utility. Annual maintenance costs will remain the same.

FUNDING AVAILABLE: Requested Appropriation:
EUD Capital (161000) - \$75,000
Water Capital (181013) - \$75,000

Jordan Ayers
Deputy City Manager/Internal Services Director


Elizabeth A. Kirkley
Electric Utility Director


F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/pmf
Attachment

APPROVED: 
Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on October 3, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Orcom Solutions, LLC, a Delaware limited liability company d/b/a Vertex Business Services (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for custom programming services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract

performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel, and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A). CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on _____, 2011 and terminates upon the completion of the Scope of Services or on _____ 2011, whichever occurs first (the "Term"). To the extent that CONTRACTOR expends any resources in diagnosing, analyzing, or otherwise resolving any reported

problem which is determined not to be within the Scope of Services provided under this Agreement, CONTRACTOR may charge CITY and CITY agrees to pay CONTRACTOR for such efforts on a time and material basis, at CONTRACTOR's then-current rates, provided that such activities have been approved in writing prior to commencing the same

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal. CITY shall make payment, including any associated taxes, to CONTRACTOR within thirty (30) days of receipt of any invoice.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY and such approval shall not be unreasonably withheld or delayed..

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and

copy all records pertaining to performance of this Agreement once every calendar year ("Annual Audit") during the Term. If during an Annual Audit, CITY finds reason to believe CONTRACTOR is not in compliance with the terms of this Agreement, then CITY may be entitled to one (1) additional audit during the same calendar year. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees) from third party claims that relate to death, bodily injury or tangible property damage ONLY, and directly caused by CONTRACTOR's performance of the Project, to the extent that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR or any subcontractor employed directly by CONTRACTOR or anyone directly or indirectly employed by any of them, except

those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents. Notwithstanding any other provisions contained in this Agreement, the parties agree that CONTRACTOR's third party indemnity protection shall not exceed the level of the policy limits set forth in Exhibit C to this Agreement.

The aggregate liability of CONTRACTOR (whether in contract, tort (including negligence), non-fraudulent misrepresentation, for breach of any warranty express or implied, under any indemnity, for liquidated damages, willful default or otherwise howsoever) to CITY shall be limited in total to the charges (less any applicable taxes or pass through expenses) actually paid to CONTRACTOR in the preceding six months by CITY under the relevant Project giving rise to such liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), NON-FRAUDULENT MISREPRESENTATION, FOR BREACH OF ANY WARRANTY EXPRESS OR IMPLIED, UNDER ANY INDEMNITY, FOR LIQUIDATED DAMAGES OR OTHERWISE) HOWSOEVER) FOR ANY SPECIAL OR CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED ARISING OUT OF OR IN CONNECTION WITH THE MATTERS RELATED TO THIS AGREEMENT INCLUDING LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS OR DATA

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY, with such consent not being unreasonably delayed or withheld. Notwithstanding the previous sentence, CONTRACTOR is expressly permitted to assign this Agreement to any other entity (i) that acquires CONTRACTOR; or (ii) to one of its affiliates

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn:

To CONTRACTOR: Orcom Solutions, LLC d/b/a Vertex Business Services
250 East Arapaho Road, Suite 100
Richardson, Texas 75081

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards as described within the attached Scope of Services.

Section 4.11 Termination

CITY may terminate this Agreement, immediately for cause if CONTRACTOR fails to cure breach within ten (10) days after receipt of written notice from CITY. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. CONTRACTOR shall not be responsible for any system failure resulting from CITY's decision to terminate before work is fully completed.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY.

Section 4.12 Confidentiality

CITY and CONTRACTOR mutually agree to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by the parties. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, and signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should a n y inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

CONTRACTOR retains all of its respective rights, title and interest in the documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement. Upon CITY's written request, CONTRACTOR shall allow CITY to inspect all documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, during CONTRACTOR's regular business hours. Any rights that CITY may have to use the final Product and Documentation shall be as strictly and solely set forth in the Scope of Services.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at right is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Non-Solicitation and Non-Competition

For a period of twelve (12) months after the closing of the transactions contemplated by the Scope of Services CITY will not, directly or indirectly, either alone or in association with others (i) solicit, or encourage any organization directly or indirectly controlled by CITY to solicit, any employee of CONTRACTOR or any of its subsidiaries to leave the employ of CONTRACTOR or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by CITY to solicit for employment, hire or engage as an independent contractor, any person who was employed by CONTRACTOR or any of its subsidiaries at any time during the term of this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney



CONTRACTOR: VERTEX

JANICE D. MAGDICH, Deputy City Attorney

By: _____

By: _____

Name:

Title: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Doc ID:

CA: rev.01.2011



Business Requirements Document (BRD)

Project Name: Itron Interfaces

WORK REQUEST#: CUST-2795 (SVI 299819)

Document Version: 1.1

Author: Kathryn Rocheleau

Date: 09/21/2011

Prepared for: City of Lodi

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Change Log

Date	Version	Description	Author
19/12/2011	0.1	First Draft	Kathryn Rocheleau
9/19/2011	0.2	Internal Review	Kathryn Rocheleau
9/20/2011	0.3	Review with City of Lodi and Itron. Added Latitude and Longitude into scope and clarified the requirements surrounding the HUL and HDL files.	Kathryn Rocheleau
9/21/2011	1.0	Finalized and added estimates	Diane Kirpach
19/21/2011	1.1	Updated Out of Scope section	Diane Kirpach

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Project Name: Itron Interfaces

Business Requirements Document (BRD) Work Request #: CUST-2795 (SVI 299819)

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1 Introduction

Table 1. Project Description

SVI #:	299819	Work Request #:	CUST-2795
Vertex Business Services Project Manager		Diane Kirpach	
Vertex Business Services Lead		Kathryn Rocheleau	
Vertex Business Services Product Specialist		Leon White	
Lodi Project Manager		Wally Sandelin	
Lodi Solution Lead		Steven Mann	
Related Documents:			
Title		Description	
 CUST-2795 LD CE Itron Interfaces (SVI 299819).doc		Category Estimate	
 Lodi Interface Requirements v1.zip		Interface documents	

The following alphanumeric unique identification (UID) formula is used throughout this document to refer to individual requirements, design items, etc.

Table 2. Unique Identification (UID)

UID	Refers to
A-<number>	Assumptions
BR-<number>	Business requirements
C-<number>	Constraints
D-<number>	Deliverables
FR-<number>	Functional requirements
NR-<number>	Nonfunctional requirements
OR-<number>	Output requirements
R-<number>	Risks
RR-<number>	Report requirements
S-<number>	Solution desian items
T-<number>	Tests
UC-<number>	Use cases
UR-<number>	User requirements
TD-<number>	Technical details

2 Scope

2.1 In Scope

The scope of the project includes:

- Gathering requirements and finalizing the Business Requirements Document
- Technical Design and Development for User-Defined Screen in FDM for storing Endpoint information
- Testing the FDM User-Defined Screen
- Technical Design and Development for one initial Device Maintenance XML file for all Endpoints stored in E-CIS
 - Network Connection Engine (NCE) SQL Server- Device Maintenance XML File (initial file)
 - Network Performance Application (NPA) Server - copy of same XML file
- Testing the Device Maintenance XML export (E-CIS to external servers)
- Technical Design and Development for daily Device Maintenance XML export file for updates to Endpoints
 - Network Connection Engine (NCE) SQL Server- Device Maintenance XML File (updates only)
 - Network Performance Application (NPA) Server - copy of same XML file
- Testing the daily Device Maintenance XML export (E-CIS to external servers)
- Technical Design and Development for daily Billing Gateway Server Host Download File (HDL File)
- Testing of HDL File
- Technical Design and Development for daily Billing Gateway Server Host Upload File (HUL File)
- Testing of HUL File

2.2 Out of Scope

The scope of the project excludes:

- Storing interim reads information in E-CIS

- Any development surrounding changes to Lodi's Work Order Management system
- Any other changes to the City of Lodi's meter reading programs not outlined in this document
- Any testing to E-CIS FDM outside of the functional requirements outlined in this document.

3 Background

The City of Lodi is planning to install Itron's ChoiceConnect 100S Solution with fixed-collection devices. Data from Itron's 100W and High Power CENTRON endpoints will be transmitted to a CCU / Repeater every 5 minutes and forwarded to the ChoiceConnect collection engine (SQL Server) on an hourly basis. Billing determinants will be acquired via requests from E-CIS. In response to the request, the Billing Gateway will return billable consumption data (register reads only, not interim) to E-CIS following the current meter reading route schedule.

4 Business Requirements

Business requirements are high-level objectives that describe why this project is being implemented; they further define the project scope. The following business requirements have been defined for this project.

UID	Requirement	Ref UIDs
BR-1	The City of Lodi requires the ability to store and maintain Endpoint data in E-CIS.	
BR-2	The City of Lodi requires the ability for E-CIS to interface with the NCE SQL Server and NPA Server for Endpoint Device Maintenance.	
BR-3	The City of Lodi requires the ability to upload and download HUL and HDL flat files with Endpoint information between E-CIS and the ITRON Billing Gateway server.	

5 User Requirements

User requirements describe the tasks that users must be able to perform when this project is implemented; they describe what the user will be able to do with the system. The following user requirements have been defined for this project.

UID	Requirement	Ref UIDs
US-1	The user shall be able to add and update Endpoint data into the FDM in E-CIS.	BR-1
US-2	The user shall be able to initiate the Meter Reading Download in E-CIS.	BR-3
US-3	The user shall be able to initiate the Meter Reading Upload in E-CIS.	BR-3

6 Functional Requirements

Functional requirements specify the software functionality that developers must build into the system to enable users to accomplish their tasks and satisfy the business requirements; they define the expected behavior of the system. The following functional requirements have been defined for this project.

UID	Requirement	Ref UIDs
FR-1	<p>The system shall have a method to store or relate to the following Endpoint entities in E-CIS:</p> <ul style="list-style-type: none"> o DeviceID (Endpoint ID) o DeviceType o ChannelNumber o Active o DecodeType o StreetAddress o City o State o Zip o Country o Latitude o Longitude o Premise o Account o Meter o Transformer o DeviceGroupType o DeviceGroup <p>Note: Referencethe XML Device Maintenance document for further details.</p>	BR-1

Project Name: Itron Interfaces

Business Requirements Document (BRD)

Work Request #: CUST-2795 (SVI 299819)

UID	Requirement	Ref UIDs
FR-2	The system shall have a User-Defined Screen to display, add or update Endpoint information in FDM.	BR-1
FR-3	The system shall have a method to send an initial XML file of Endpoint data to the NCE SQL Server.	BR-2
FR-4	The system shall have a method to send a copy of the initial XML file of Endpoint data to the NPA Server.	BR-2
FR-5	The system shall have a method to capture updates to Endpoint data in an XML file and send one file daily to the NCE SQL Server only when updates exist.	BR-2
FR-5a	<p>The system shall have a method to add an XML record to the daily Device Maintenance file when the following updates occur:</p> <ul style="list-style-type: none">▪ Move-In: New Account Created<ul style="list-style-type: none">> Add Account to Endpoint<ul style="list-style-type: none">• Process the same for existing or new Endpoint▪ Existing Account Moved to New Premises<ul style="list-style-type: none">> Update Endpoint with new Premises ID▪ Account Closed<ul style="list-style-type: none">> Set Endpoint to Inactive> Update Endpoint with New Account ID▪ Existing Meter Removed from Account<ul style="list-style-type: none">> Set Endpoint to Inactive> Update Endpoint with new Account ID▪ New Meter Added to Account<ul style="list-style-type: none">> Account ID Added to New Endpoint> Account ID Changed for Existing Endpoint> Meter Decode Type Updated (If Applicable)▪ Existing Endpoint removed from Account<ul style="list-style-type: none">> Endpoint set to Inactive▪ New Endpoint added to Account<ul style="list-style-type: none">> Account ID added to new Endpoint> Endpoint set to Active▪ Account Status Changed<ul style="list-style-type: none">> Set Endpoint to Active / Inactive	BR-2
FR-6	The system shall have a method to send a copy of the XML daily file to the NPA Server.	BR-2
FR-7	The system shall include the Endpoint ID and Read Type in the daily HDL file (copy of MV-RS flat file format with new fields).	BR-3
FR-8	The system shall include the Endpoint ID and Read Type in the daily HUL file (copy of MV-RS flat file format with new fields.)	BR-3

UID	Requirement	Ref UIDs
FR-9	The system shall have a method to retrieve the HUL file from the Billing Gateway server and process it in E-CIS.	BR-3
FR-10	The system shall have a method to prepare and send the HDL file to the Billing Gateway server.	BR-3

7 Nonfunctional Requirements

Nonfunctional requirements describe performance goals; quality attributes, such as usability, portability, integrity, efficiency, and robustness; and external interfaces between the system and the outside world. The following nonfunctional requirements have been defined for this project.

UID	Requirement	Ref UIDs
NR-1	None defined.	

8 Assumptions

An assumption is a statement that is believed to be true in the absence of proof or definitive knowledge. If the assumptions are found to be untrue, the scope of this modification might be impacted. The following assumptions were made during the requirements development and solution design for this project.

UID	Assumption	Ref UIDs
A-1	The City of Lodi has the add-on product FDM installed in their E-CIS environment and has been updated to the most recent version.	
A-2	The City of Lodi will use FDM and populate the Endpoint information once the FDM entry/update screens are available.	
A-3	The City of Lodi will grant access to Vertex to their E-CIS iSeries environments for development and testing of these modifications.	
A-4	Vertex will have the ability to do some of the testing onsite.	
A-5	Interval readings will not be stored in E-CIS, only billing determinants (register reads).	
A-6	Latitude and longitude fields will be available in E-CIS as part of this project, but populating the latitude and longitude for every endpoint will not necessarily take place immediately.	

UID	Assumption	Ref UIDs
A-7	The City of Lodi will grant access to Vertex to their Network Application Servers for the testing of import/export files.	
A-8	There are no changes to the existing MV-RS upload and download programs and they may become obsolete eventually.	
A-9	Vertex will use FTP to transfer the XML files between the NCE and NPA servers.	

9 Constraints/ Risks

9.1 Key Constraints

Constraints describe restrictions on the choices available to the developer for design, construction, and implementation of the project. The following constraints have been identified for this project.

UID	Constraint	Ref UIDs
C-1	All export files will be sent to a Microsoft Windows SQL Server.	
C-2	All import files will be sent from a Microsoft Windows SQL Server.	
C-3		
	The interface files with the NCE and NPA server must be XML files in the format specified by Itron.	

9.2 Key Risks

Risks are conditions that could cause some loss or otherwise threaten the success of a project. The following risks have been identified for this project.

UID	Risk	Ref UIDs
R-1	There are dependencies on having the Endpoint data loaded into E-CIS before functional testing can occur.	
R-2	If the Vertex staff and programs do not have all the authorities necessary for testing and implementation, it could lead to delay of the project.	

10 Output Requirements

Output requirements define the information that is generated by the system, such as output files. The following output requirements have been defined for this project.

UID	Requirement	Ref UIDs
OR-1	Initial XML Device Maintenance file.	
OR-2	Daily XML Device Maintenance file for changed Endpoint data.	
OR-3	HUL File flat file.	
OR-4	HDL File flat file.	

11 Proposed Solution

11.1 Solution Summary

1. Create a user-defined FDM screen for entry and update of Endpoint data.
 - a. Create new table to store Endpoint data and relationships.
2. Create XML initial file and send to external system.
3. Create daily XML update file and send to external system.
 - a. Create process that will indicate changes that have been made to the Endpoint relationships.
4. Modify the existing HUL and HDL File programs to include the new endpoint data fields.

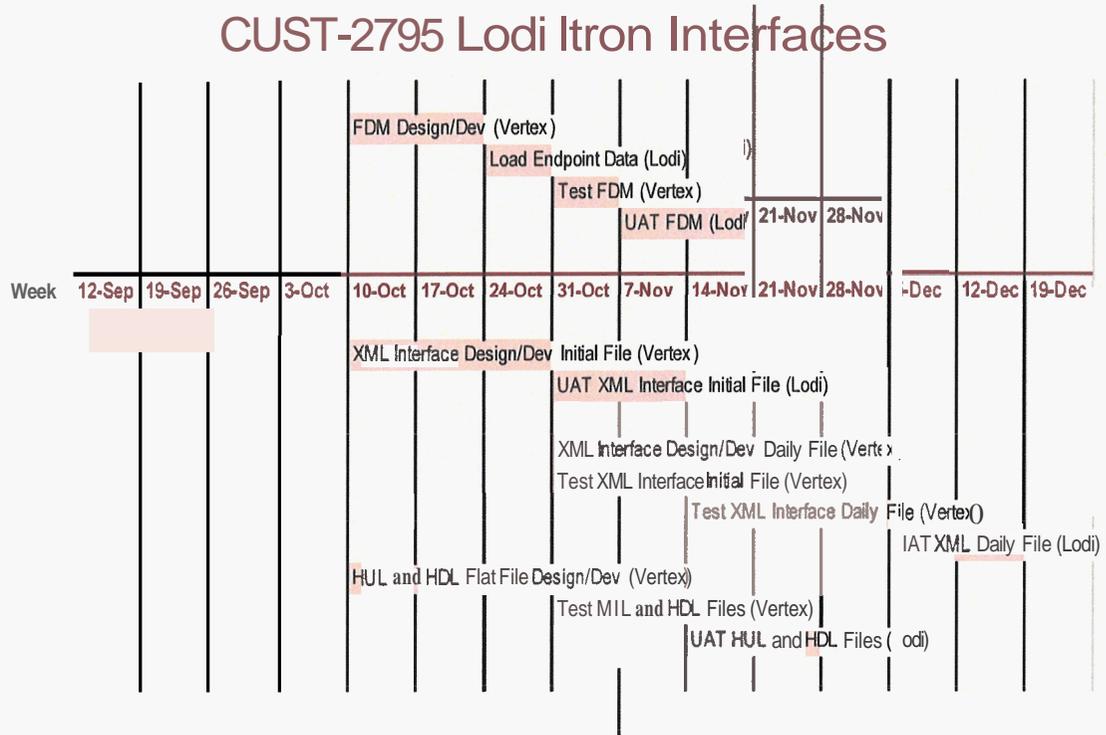
11.2 Solution Design

The following solution design items have been defined to meet the scope and requirements of this project.

UID	Solution	Ref UIDs
S-1	Create UD FDM Screen, program and table	
S-2	Create XML initial file	
S-3	Create daily XML file and trigger programs	
s-4	Modify HUL and HDL File programs	

11.3 Project Time Line

This is a high-level time line for delivery.



12 Deliverables

The following deliverables have been identified for this project.

UID	Deliverable	Ref UIDs
D-1	Category Estimate	
D-2	Business Requirements Document	
D-3	Application promotion	
D-4	Delivery Acceptance form	

13 Glossary

Acronym/Term/Phrase	Definition
FDM	Facilities Data Management – An add-on product in E-CIS for managing meter and other devices for meter reading.
ChoiceConnect	Itron's term referring to a variety of collection methods used to gather meter reading and tamper information.
Device Maintenance	XML files used to configure the Network Collection Engine with information such as Endpoint ID, Account ID, Meter ID, and address / GPS information.
Endpoint	An RF (radio frequency) device attached to a water meter.
Host Download (HDL)	MV-RS formatted file used for requesting billing determinants from the Billing Gateway or MV-RS.
Host Upload (HUL)	MV-RS formatted file used for providing billing determinants to host systems from the Billing Gateway or MV-RS.
MV-RS	Itron's MV-RS is a PC-based meter reading software solution, currently installed at City of Lodi.
Network Collection Engine (NCE)	ChoiceConnect Fixed Network Collection Engine - Receives and processes data from the CCUs
NPA	NPA (Network Performance Application). A tool used to obtain current information on all aspects of the ChoiceConnect Fixed Network deployment.

14 Estimate of Effort

14.1 Option 1

Vertex completes Off-Site unit testing. Lodi completes all functional and system testing.

Phase	Hours Lodi Tests	Hourly Rate	Cost
Requirements	80	\$150	\$12,000
Design	70	\$150	\$10,500
Construction	290	\$150	\$43,500
Testing & Training	40	\$150	\$6,000
Deployment	20	\$150	\$3,000
Project Management	80	\$150	\$12,000
Totals	580	\$150	\$87,000.00

14.2 Option 2

Vertex completes Off Site unit testing, then travels to Lodi to complete On-Site functional and system testing. The assumption is that the test cases can be completed more quickly if the tester is on site. Airfare, hotel, car rental, food and any other travel costs will be billable.

Phase	Hours Off Site w/some On Site	Hourly Rate	cost
Requirements	80	\$150	\$12,000
Design	70	\$150	\$10,500
Construction	290	\$150	\$43,500
Testing & Training	235	\$150	\$35,250
Deployment	20	\$150	\$3,000
Project Management	80	\$150	\$12,000
Totals	775	\$150	\$116,250.00

14.3 Option 3

Vertex completes unit, functional and system testing Off-Site.

Phase	Hours All Off Site	Hourly Rate	Cost
Requirements	80	\$150	\$12,000
Design	70	\$150	\$10,500
Construction	290	\$150	\$43,500
Testing & Training	355	\$150	\$53,250
Deployment	20	\$150	\$3,000
Project Management	80	\$150	\$12,000
Totals	895	\$150	\$134,250.00

15 Estimated Delivery Date

When this estimate has been approved by The City of Lodi, Vertex Business Services will contact resources to determine availability. Vertex Business Services will then work with The City of Lodi to provide an estimated delivery date. The tentative estimated delivery date is 12/31/11 assuming that Vertex Business Services receives the signed approval no later than the close of business on 10/07/11.

16 Date Estimate Expires

This estimate expires on 11/30/11 if Vertex Business Services does not receive approval from The City of Lodi on or before this date.

17 Approval Signature

By signing this BRD, you are authorizing Vertex Business Services Holdings LLC to proceed with the work outlined in this document and guaranteeing full payment to Vertex Business Services Holdings LLC for the work performed on CUST-2795 LD Itron Interfaces (SVI 299819).

<p>_____ Option 1: Lodi Tests - I have reviewed the above BRD Estimate for 580 hours and authorize Vertex US Holdings II Inc. to proceed with the final estimating process for this project: CUST-2795 LD Itron Interfaces (SVI 299819). I understand the billable rate to be \$150.00 an hour.</p>
<p>_____ Option 2: Vertex Tests On-Site - I have reviewed the above BRD Estimate for 775 hours and authorize Vertex US Holdings II Inc. to proceed with the final estimating process for this project: CUST-2795 LD Itron Interfaces (SVI 299819). Airfare, hotel, car rental, food and any other travel costs associated with this option will be billable. I understand the billable rate to be \$150.00 an hour.</p>
<p>_____ Option 3: Vertex Tests Off-Site - I have reviewed the above BRD Estimate for 895 hours and authorize Vertex US Holdings II Inc. to proceed with the final estimating process for this project: CUST-2795 LD Itron Interfaces (SVI 299819). I understand the billable rate to be \$150.00 an hour.</p>
<p>When approving the BRD estimate please check the option that you approve.</p>

	Date:		Date:
Diane Kirpach, Project Manager Vertex Business Services Holdings LLC		Steven Mann, Lead Requestor City of Lodi	
	Date:		
Tom Morgan, National Account Manager Vertex Business Services Holdings LLC			

Exhibit C Insurance Requirements:

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

COMMERCIAL GENERAL LIABILITY

\$1,000,000 Each Occurrence

\$2,000,000 Aggregate

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall be provided on an occurrence basis, and as soon as practical.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City: (a)

Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability

(c) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled nor the coverage reduced by CONTRACTOR without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

PROFESSIONAL ERRORS AND OMISSIONS

Not less than \$1,000,000 per Claim. Certificate of Insurance only required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Rebecca Areida-Yadav 5. DATE: 09/22/2011
 4. DEPARTMENT/DIVISION: Public Works

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	161		3205	Fund Balance	\$ 75,000.00
	181		3205	Fund Balance	\$ 75,000.00
B. USE OF FINANCING	161	161000	1825.1700	Fixed Network System	\$ 75,000.00
	181	181013	1825.2300	Fixed Network System	\$ 75,000.00

REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement with Vertex Business Services Holdings LLC for fixed network software modifications.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Wally Sandoz

8. APPROVAL SIGNATURES

 City Manager/Internal Services Manager Date

Submit completed form to Internal Services Manager with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-151

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT FOR FIXED NETWORK SOFTWARE
MODIFICATIONS AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, on June 1, 2011, City Council approved a suite of agreements and equipment purchases for installation of the Itron fixed-network system supporting the automatic meter reading projects of the electric and water utilities. The Itron fixed-network project has begun and the equipment installation, hardware configuration, software installation and the radio communications facilities are nearing completion; and

WHEREAS, in order for information received from the fixed-network software to be utilized by the City's utility system, a number of interfaces need to be created between the City's Customer Information System (CIS), the Itron billing gateway, and the Itron network software; and

WHEREAS, the CIS was designed by Vertex and is currently maintained by Vertex under an annual maintenance contract. The required interfaces will be designed by Vertex by virtue of their unique understanding of the CIS architecture and the City's utility system.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the Professional Services Agreement for fixed network software modifications to Vertex Business Services Holdings LLC, of Bend, Oregon, in the amount of \$116,250, plus an estimated \$2,000 for travel expenses; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Professional Services Agreement; and

BE IT FURTHER RESOLVED that funds in the amount of \$150,000 be appropriated from Electric Utility Department Capital and Water Capital funds for this project.

Dated: October 5, 2011

=====

I hereby certify that Resolution No. 2011-151 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 5, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk