



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with RKS Research & Consulting for 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities to Include Translation Services (\$24,950)

**MEETING DATE:** April 16, 2014

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute Amendment No. 1 professional services agreement with RKS Research & Consulting (RKS) for a 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities to include translation services in an amount not to exceed \$24,950.

**BACKGROUND INFORMATION:** Under the City Manager's signing authority, the City entered into a contract with RKS on March 24, 2014 to participate in a 2014 Statewide Survey of Residential Customers. Participants in this survey currently include more than 40 Investor Owned Utility and Publicly Owned Utility members of the California Municipal Utilities Association (CMUA). The total cost of the survey is \$19,950 and focuses on topics such as customer satisfaction, electric rate price/value, reliability and power delivery, and energy efficiency. Efforts include participation in the statewide survey of a cross section of California residential customers totaling approximately 1,300 heads of household in addition to a proprietary oversample of approximately 200 Lodi residential households with the opportunity to add customized questions based on issues of local importance to Lodi.

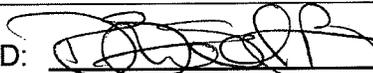
A review of Lodi's demographics by RKS indicate that nearly 30% of Lodi's population is Hispanic or Latino. As such, RKS recommended that Lodi consider conducting a portion of the interviews in Spanish to ensure a representative sample. Therefore, the Electric Utility (EU) is requesting a \$5,000 amendment to the current agreement with RKS to include translation services for a total revised not-to-exceed cost of \$24,950.

This survey was last conducted in 2010 during difficult economic times and during a time of transition with EU Management. The results of the 2014 Survey will provide a useful measure of the EU's progress over the past few years and provide insight as to any needed improvement. These efforts go hand in hand with current efforts underway to conduct an Organization Check Up of the EU by Hometown Connections, a utility services subsidiary of the American Public Power Association.

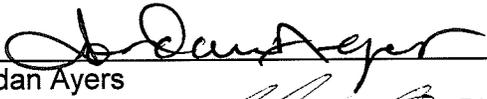
Costs for the survey are being equally split between EU's Rates and Resources and Public Benefits budgets.

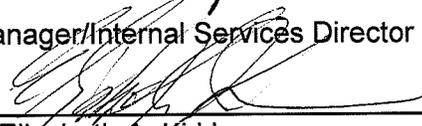
**FISCAL IMPACT:** Not to exceed \$24,950.

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APPROVED:   
Stephen Schwabauer, Interim City Manager

**FUNDING AVAILABLE:** Included in FY2013/14 Budget Account No. 160603 / 164605.  
Funding for Agreement extensions shall be approved on a year-to-year basis.

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Melissa Price, Rates & Resources Manager

EAK/MP/lst

AMENDMENT NO. 1

RKS Research & Consulting  
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_ day of April, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RKS Research & Consulting (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on March 24, 2014, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested an amendment to said Agreement for translation services.

NOW, THEREFORE, the parties agree to amend the Scope of Services and Fee as set forth in the Agreement as Amendment 1 - Exhibit A and Amendment 1 - Exhibit B, respectively. All other terms shall be as set forth in the Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on April \_\_, 2014.

CITY OF LODI, a municipal corporation  
Hereinabove called "CITY"

\_\_\_\_\_  
Hereinabove called "CONTRACTOR"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
Interim City Manager

\_\_\_\_\_  
NAME: David J. Reichman  
TITLE: CEO

Attest:

\_\_\_\_\_  
RANDI JOHL-OLSON, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
Interim City Attorney 

Exhibit 1

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1**  
**PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on 3/24, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RKS Research & Consulting (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 a 2014 Statewide Survey of Residential Customers Served by Municipal Utilities (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 at CITY's sole discretion 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) and is prepared to and can perform all services specified therein. 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 are 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 March <sup>24</sup> 2014 and terminates upon the completion of the Scope of Services or on March 1, 2015, whichever occurs first.

**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.

**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.

**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. 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 sub CONTRACTOR 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), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**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. Consent to any such transfer shall be at the sole discretion of CITY.

**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: Melissa Price, Rates & Resources Manager

To CONTRACTOR:       RKS Research & Consulting  
                                  12 Main Street, Suite 279  
                                  Brewster, NY 10509  
                                  Attn: David Reichman

**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 without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. 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.

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. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees 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 CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. 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, 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 any 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**

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, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

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 left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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

CITY OF LODI, a municipal corporation

ATTEST.

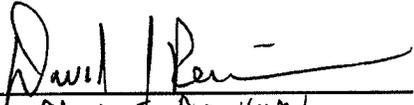
  
\_\_\_\_\_  
RANDI JOHL OLSON  
City Clerk

  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
Interim City Manager

APPROVED AS TO FORM:  
JANICE D. MAGDICH, Interim City Attorney

RKS RESEARCH & CONSULTING

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_

Name: DAVID J ROUTHMAN  
Title: CEO

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: 164605.7323 (50%) / 160603.7323 (50%)**  
**(Business Unit & Account No.)**

Doc ID:

CA:rev.02.2014



**Scope of Work Covering Lodi Electric Utility’s Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

There are two distinct pieces to this project:

1. Participation in CMUA 2014 Statewide Residential Survey
2. Lodi Electric Proprietary Oversample

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY  
MUNICIPAL UTILITIES**

2014 represents the eighth time since 2000 that RKS is conducting this project for CMUA members. Lodi Electric has participated in some of these projects – most recently in 2010. The project objective is to measure and monitor California statewide residential customer satisfaction with electricity. Detailed objectives include tracking and updating residential customers’ opinions about satisfaction with their utility, price/value, trust, image, customer service, municipal utility value proposition, communications effectiveness, EE and electric vehicles.

**Research Design & Approach**

Statewide: A cross section of California residential customers, who receive an electric bill, consisting of 1,000 online surveys and 300 telephone interviews –1,300 in total --with heads-of-households, allocated as follows:

Northern California	Southern California
500	800

The sample will be drawn to provide an overview of the State of California as a whole. In addition, RKS will retain the ability to break out, contrast, and report results by Northern and Southern California, and by residential customers who are served by utilities that are members of NCPA as a group.

The average survey length for both phone interviews and online surveys is 10-12 minutes.

RKS is proceeding with the statewide survey according to the following schedule:

**PROJECT SCHEDULE**

January, 2014	Organize project/ obtain participation
February-March	Develop samples and questionnaire
April/May	Conduct telephone interviews/on line surveys
June	Statewide report

## 2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE

RKS will design, conduct, analyze and report on results generated by a proprietary customer satisfaction oversample survey conducted among Lodi residential customers based on a customer list and e mail lists provided by Lodi Electric.

Sample size: RKS recommended and Lodi Electric agreed, that in view of the fact that this survey will use a hybrid (telephone interview + on-line survey) methodology to obtain Lodi residential customer opinions, that the survey will be based on 200 interviews/surveys allocated as follows:

- 100 telephone interviews
- 100 on line surveys

Questionnaire: RKS will start with the questionnaire that was developed and finalized for the **CMUA 2014 Statewide Survey of Residential Customers Served By Municipal Utilities (see #1 above)**. In addition, we will ensure that a sufficient number of questions from Lodi's 2010 Residential Customer Oversample are included to permit tracking and trending. Also, there will be ample opportunity for Lodi Electric to add customize questions based on issues of local importance in Lodi to come up a version that covers what Lodi Electric wants.

The goal will be to come up with a questionnaire that covers the subjects Lodi Electric desires to have covered and does so in a telephone interview/on-line survey that averages 10-12 minutes.

Interviewing/surveying: After the questionnaire is approved by Lodi Electric, RKS will conduct 200 telephone interviews/on-line surveys among a cross section of Lodi residential customers.

Processing, Analysis, Report Preparation: Following the interviewing phase, RKS will analyze the data and provide, where applicable comparisons against:

- Lodi Electric's 2010 proprietary residential customer oversample
- Muni statewide averages generated by the 2014 statewide survey (described in #1 above)
- California IOU results (generated by the statewide survey)

RKS' report will provide an analysis of the findings along with our conclusions and recommendations for action. RKS will deliver one or more presentations – either on-site or remotely – depending upon Lodi Electric's preferences.

Project Schedule: Lodi Electric has indicated that it desires to have some "high level" results available to accompany a report to City Council in early June, 2014. In order to meet this schedule, RKS projects the following project timeline:

### **LODI ELECTRIC 2014 PROPRIETARY OVERSAMPLE SURVEY OF RESIDENTIAL CUSTOMERS** Project Schedule

Questionnaire development	April, 2014
Questionnaire finalized	Early May
Telephone interviewing/conduct on line surveys	Mid May
High level results	Early June
Full report delivered	July
Presentation	To be scheduled



**EXHIBIT B**

**Fee Proposal Covering Lodi Electric Utility's Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY  
MUNICIPAL UTILITIES**

Fees:

Total cost for Lodi Electric Utility's participation: \$6,750.

This will be invoiced in a lump sum upon authorization.

**2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE**

Fees:

Total cost for Lodi Electric Utility's 2014 proprietary residential customer oversample, consisting of 100 on line surveys and up to 100 telephone interviews among Lodi customers: \$13,200.

This will be invoiced in two installments:

- First installment (one-half) upon project authorization
- Final installment (one-half) upon delivery of the final report

## Exhibit C



**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant 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 Consultant's operations under this contract, whether such operations be by Consultant 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:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Ea. Occurrence  
\$2,000,000 Aggregate

**NOTE:** Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

**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) **Primary Insurance Endorsement**

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) **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.

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

This policy may not be canceled nor the coverage reduced by the company 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.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company 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. A Waiver of Subrogation is required for Workers' Compensation insurance.

**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.



**Amendment 1 - Exhibit A  
Scope of Work Covering Lodi Electric Utility's Participation in  
CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

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2. Lodi Electric Proprietary Oversample

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The average survey length for both phone interviews and online surveys is 10-12 minutes.

RKS is proceeding with the statewide survey according to the following schedule:

**PROJECT SCHEDULE**

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## 2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE

RKS will design, conduct, analyze and report on results generated by a proprietary customer satisfaction oversample survey conducted among Lodi residential customers based on a customer list and e mail lists provided by Lodi Electric.

Sample size: RKS recommended and Lodi Electric agreed, that in view of the fact that this survey will use a hybrid (telephone interview + online survey) methodology to obtain Lodi residential customer opinions, that the survey will be based on 230 interviews/surveys allocated as follows:

- 100 telephone interviews
- 100 online surveys
- 30 Hispanic telephone interview (assume 20 fallout naturally from above).

RKS assumes Lodi Electric to provide customer lists and ability to identify neighborhoods or area/zip codes with a high concentration of Hispanics.

Questionnaire: RKS will start with the questionnaire that was developed and finalized for the **CMUA 2014 Statewide Survey of Residential Customers Served By Municipal Utilities (see #1 above)**. In addition, we will ensure that a sufficient number of questions from Lodi's 2010 Residential Customer Oversample are included to permit tracking and trending. Also, there will be ample opportunity for Lodi Electric to add customize questions based on issues of local importance in Lodi to come up a version that covers what Lodi Electric wants.

The goal will be to come up with a questionnaire that covers the subjects Lodi Electric desires to have covered and does so in a telephone interview/online survey that averages 10-12 minutes.

Interviewing/surveying: After Lodi Electric approves the questionnaire; RKS will conduct 230 telephone interviews/online surveys among a cross section of Lodi residential customers in English and Spanish.

Processing, Analysis, Report Preparation: Following the interviewing phase, RKS will analyze the data and provide, where applicable comparisons against:

- Lodi Electric's 2010 proprietary residential customer oversample + Hispanic customers
- Muni statewide averages generated by the 2014 statewide survey (described in #1 above)
- California IOU results (generated by the statewide survey)

RKS' report will provide an analysis of the findings along with our conclusions and recommendations for action. RKS will deliver one or more presentations – either on-site or remotely – depending upon Lodi Electric's preferences.

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CMUA 2014 Statewide Survey of Residential Customers Served By Municipal  
Utilities & Lodi Electric Proprietary Oversample**

**1. CMUA 2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED BY  
MUNICIPAL UTILITIES**

Fees:

Total cost for Lodi Electric Utility's participation: \$6,750.

This will be invoiced in a lump sum upon authorization.

**2. LODI ELECTRIC RESIDENTIAL PROPRIETARY OVERSAMPLE**

Fees:

Total cost for Lodi Electric Utility's 2014 proprietary residential customer oversample, consisting of 100 online surveys and up to 130 telephone interviews among Lodi customers: \$18,200.

This will be invoiced in two installments:

- First installment (one-half) upon project authorization
- Final installment (one-half) upon delivery of the final report

RESOLUTION NO. 2014-54

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY  
MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL  
SERVICES AGREEMENT WITH RKS RESEARCH & CONSULTING FOR  
2014 STATEWIDE SURVEY OF RESIDENTIAL CUSTOMERS SERVED  
BY CALIFORNIA MUNICIPAL UTILITIES

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WHEREAS, the City entered into a contract with RKS Research & Consulting (RKS) on March 24, 2014, to participate in a 2014 Statewide Survey of Residential Customers; and

WHEREAS, participants in this survey currently include more than 40 Investor Owned Utility and Publicly Owned Utility members of the California Municipal Utilities Association (CMUA); and

WHEREAS, the total cost of the survey is \$19,950 and focuses on topics such as customer satisfaction, electric rate price/value, reliability and power delivery, and energy efficiency; and

WHEREAS, efforts include participation in the statewide survey of a cross section of California residential customers totaling approximately 1,300 heads of household in addition to a proprietary oversample of approximately 200 Lodi residential households with the opportunity to add customized questions based on issues of local importance to Lodi; and

WHEREAS, a review of Lodi's demographics by RKS indicate that nearly 30% of Lodi's population is Hispanic or Latino and as such RKS recommended that Lodi consider conducting a portion of the interviews in Spanish to ensure a representative sample; and

WHEREAS, the Electric Utility (EU) is requesting an amendment to the current agreement with RKS in an amount not to exceed \$5,000 for the inclusion of translation services in performing the survey.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement with RKS Research & Consulting for the 2014 Statewide Survey of Residential Customers Served by California Municipal Utilities to include translation services in an additional amount of \$5,000 for a total revised not to exceed cost of \$24,950.

Dated: April 16, 2014

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I hereby certify that Resolution No. 2014-54 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 16, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON  
City Clerk