

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND  
HONEYCUTT CONSULTING GROUP, LLC, DBA METERSYS  
(AMI METER REPLACEMENT TECHNOLOGY MASTER PLAN SERVICE)**

**1. PARTIES AND DATE.**

This Third Amendment to the Professional Services Agreement (“Third Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of Corona (“City”) and Honeycutt Consulting Group, LLC, DBA MeterSYS, a North Carolina limited liability company (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

**2. RECITALS.**

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated November 3, 2021 (“Agreement”), whereby Consultant agreed to provide professional metering technology master plan consulting services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about September 14, 2022 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about July 31, 2023 (“Second Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the third time to (1) extend the Term of the Agreement through June 30, 2024; (2) increase the total compensation by \$ 40,969.47 to account for added services; (3) replace Exhibit “A” (Scope of Services) with Exhibit “A-1” (Scope of Services); (4) replace Exhibit “B” (Schedule of Services) with Exhibit “B-1” (Schedule of Services).and (5) replace Exhibit “C” (Compensation) with Exhibit “C-1” (Compensation).

**3. TERMS.**

3.1 Term. Section 3.1.2 of the Agreement, as amended by the Second Amendment, is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from November 3, 2021, to June 30, 2024 (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and

“Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement.”

3.2 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) and Exhibit “C” (Compensation) of the Agreement, as amended by the Second Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements for all Services rendered under this Agreement at the rates set forth in Exhibit “C-1” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed One Hundred, Twenty-Five Thousand, Five Hundred and Ninety-Three Dollars and Zero Cents (\$125,593.00) (“Total Compensation”) without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.3 Exhibit “A-1”. Exhibit “A” (“Scope of Services”) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A-1” (“Scope of Services”) attached hereto and incorporated herein by reference.

3.4 Exhibit “B-1”. Exhibit “B” (“Schedule of Services”) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “B-1” (“Schedule of Services”) attached hereto and incorporated herein by reference.

3.5 Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Third Amendment.

3.6 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

3.7 Counterparts. This Third Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE  
FOR  
THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND HONEYCUTT CONSULTING GROUP, LLC, DBA METERSYS  
(AMI METER REPLACEMENT TECHNOLOGY MASTER PLAN SERVICE)**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**CITY OF CORONA**

By: DocuSigned by:  
*Tom Moody*  
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\_\_\_\_\_  
Tom Moody  
Director of Utilities

Reviewed By: DocuSigned by:  
*Katie Hockett*  
FC64247E8E12465...  
\_\_\_\_\_  
Katie Hockett  
Assistant Director of Utilities

Reviewed By: DocuSigned by:  
*Jacqueline Zukeran*  
7AEAD66D71EA4E7...  
\_\_\_\_\_  
Jacqueline Zukeran  
Utility Billing & Administration Manager

Reviewed By: DocuSigned by:  
*Yasmin Lopez*  
F8EFBE3136B4492...  
\_\_\_\_\_  
Yasmin Lopez  
Purchasing Manager

Attest:

\_\_\_\_\_  
Sylvia Edwards  
City Clerk

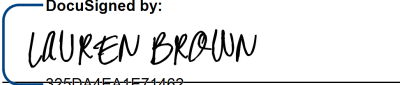
**CONSULTANT'S SIGNATURE PAGE  
FOR  
THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF CORONA  
AND HONEYCUTT CONSULTING GROUP, LLC, DBA METERSYS  
(AMI METER REPLACEMENT TECHNOLOGY MASTER PLAN SERVICE)**

IN WITNESS WHEREOF, the Parties have entered into this Third Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

**METERSYS**

a North Carolina limited liability company

By:   
1E5E4427FF534B4...  
Andy Honeycutt  
Managing Director

Review By:   
325DA4EA1E71462...  
Lauren Brown  
Vice President, Chief Projects Officer

## **EXHIBIT “A-1” SCOPE OF SERVICES**

Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional meter replacement and consulting services necessary for the Project. The Services are more particularly described herein.

Successful metering projects will sustainably apply three foundational benefits for the metering and billing system: **Operational Efficiencies, Financial Strengthening, and Customer Service Enhancements**. Through our comprehensive analysis and planning, the City will have a defined implementation strategy with a focus on performance sustainability of your metering infrastructure.

The following Program of Work outlines the general responsibilities of each step for supporting the City through the coordination for successful deployment of Advanced Metering Infrastructure.

### **Phase 1- Roadmap Planning for AMI- Notice to Proceed (NTP) plus 30 days (“Feasibility Light”)**

General assessment of existing metering and billing operations with focus on existing asset capabilities for retro-fitting, AMI network design options, operational process analysis, organizational readiness assessment, capital and operational expenditure estimates, business case analysis utilizing comprehensive modeling, and communications planning.

- I. High-level operational discovery of key current metering and billing processes; Organizational readiness assessment
- II. Network propagation study utilizing LoRaWAN network design as representative analysis
- III. Financial capital and operational expenditure estimates and ROI calculations aligned with City methodology for determining infrastructure investment values
- IV. Communications key actions recommendations and initial plan development

### **Phase 2- Full Procurement (Specification Development, Bid Solicitation, Solution Selection, Contract Development)- NTP plus 120 Days**

- I. Development of Detailed Requirements and Request for Proposals Content- Coordinating with Utility business units related to metering and billing and technology deployment for development of procurement standards reflecting the City’s existing and forward-looking operational objectives
- II. Procurement Support and Technical Advisory Services- Establishing and issuing Request for Proposals for metering technology and providing procurement support through vendor due diligence, vendor rankings and interviews
- III. Metering Technology Solution Selection with Final Contract Negotiations- Serving as technical advisor in the negotiation and development of final contract documents with the highest-ranking vendor including service level agreements, performance criteria, scheduling, and final pricing

**ADD SERVICE 1: Phase 2 Add-On:**

The City engaged Consultant to guide the procurement process for AMI solution selection. The initial task order anticipated a 4-month project, whereby tasks are valued at their hourly effort. Due to the City’s successful pursuit of grant funding, the AMI project timeline shifted to accommodate the grant proposal. The breakdown of effort to support the time and requested PO increase is as follows.

Milestone	Key Tasks	Est. Hours
Grant Support	Develop AMI cost estimates; provide proposal content; participate in meetings with City’s grant administrator	6
NIB Bid Development	Create NIB for labor component of AMI implementation; support City in DIR request; coordinate with City procurement on inclusion of grant requirements in bid documents	10
AMI RFP Time Extension	Develop bid requirements; work with City project team including procurement on bid packet publication, advertisement, and vendor management; conduct additional meetings with City selection committee to support vendor bid evaluation and grading; time extension to accommodate additional meetings, time spent developing extra content	30

**ADD SERVICE 2: Phase 2 Add-On:**

<b>Phase 2: AMI Technology Procurement Planning and Vendor Bid Solicitation</b>	<b><u>Deliverables</u></b>
1.1 RFP Achieving Best Value for AMI Solution - Negotiation and Contracting	Completed Contractual Packet Compliant with RFP Requirements
1.2 AMI Installation Technical Requirements Development - Procurement (NIB)	Draft NIB Procurement Document

1.3 Installation Solicitation and Process Management	Issued NIB and Addenda
1.4 AMI Installation Solution Bid Review	Solicitation Selection Matrix; Procurement Workbook-NIB
1.5 Establishing Detailed AMI Installation Vendor Accountabilities	Vendor/City Contract Terms and Conditions Quality Review-NIB
1.6 Finalizing Engagement Documents with Selected AMI Installation Vendor	Vendor Contract Documents Finalization for Department Approval as Required -NIB

**EXHIBIT “B-1”  
SCHEDULE OF SERVICES**

Consultant shall complete the Services within the Term of this Agreement and shall meet any other reasonable schedules and deadlines established by City’s Representative.

<b>Task Number</b>	<b>Approval Date</b>	<b>Authorized By</b>
CA05.03.08.21		Andy Honeycutt
<b>Program Name</b>	<b>Task Description</b>	<b>MS Workbook Reference</b>
City of Corona Utilities AMI Planning and Selection Technical Services	Evaluating and Recommending Key Actions for Effective AMI Implementation	CA05.03.01
<b>Fees</b>	<b>Start Date</b>	<b>Term</b>
Phase 1 \$11,500 Phase 2 \$65,430	09/07/2021	120 Days

**Updated Schedule of Services: Expected to be Completed by 01/26/2024**

	Start	Complete
1.1 RFP Achieving Best Value for AMI Solution Negotiation and Contracting	9/1/2023	10/18/2023
1.2 AMI Installation Technical Requirements Development- Procurement (NIB)	9/1/2023	9/30/2023
1.3 Installation Solicitation and Process Management	10/2/2023	12/4/2023
1.4 AMI Installation Solution Bid Review	12/4/2023	12/20/2023
1.5 Establishing Detailed AMI Installation Vendor Accountabilities	12/21/2023	1/12/2024
1.6 Finalizing Engagement Documents with Selected AMI Installation Vendor	1/15/2024	1/26/2024



## EXHIBIT "C-1" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth herein.

Task Number	Approval Date	Authorized By
CA05.03.08.21		Andy Honeycutt
Program Name	Task Description	MS Workbook Reference
City of Corona Utilities AMI Planning and Selection Technical Services	Evaluating and Recommending Key Actions for Effective AMI Implementation	CA05.03.01
Fees	Start Date	Term
Phase 1 \$11,500 Phase 2 \$65,430	09/07/2021	120 Days
Resources and Rates	Task Summary	
Andy Honeycutt \$195 Lauren Brown \$175 Cassius Williams \$150 Lisa Nguyen \$135 Carol Mikovich \$100 Khane Kraft \$85	Refer to scope of work.	
<b>Service Scope Summary:</b> In coordination with City staff, provide AMI professional support services for AMI assessment, technology planning, and communications according to the Scope of Work.		

### **ADD SERVICE 1: Phase 2 Add-On Rates:**

**Total Adjusting Change Order:** \$7,693, which is 10% of original contract amount to cover the time extension of 4 additional months of effort and the additional tasks supporting the grant and the creation of separate bids for labor and equipment for the AMI project.

Milestone	Key Tasks	Est. Hours	Hourly Rate (Blended)	Cost
Grant Support	Develop AMI cost estimates; provide proposal content; participate in meetings with City's grant administrator	6	\$175	\$1,050

NIB Bid Development	Create NIB for labor component of AMI implementation; support City in DIR request; coordinate with City procurement on inclusion of grant requirements in bid documents	10	\$175	\$1,750
AMI RFP Time Extension	Develop bid requirements; work with City project team including procurement on bid packet publication, advertisement, and vendor management; conduct additional meetings with City selection committee to support vendor bid evaluation and grading; time extension to accommodate additional meetings, time spent developing extra content	30	\$150	\$4,500
Operational Expenses	Other Project Costs			\$393
<b>Total Adjusting Change Order</b>	10% of original Scope of Work			<b>\$7,693</b>

**ADD SERVICE 2 Phase 2 Add-On Rates:**

<b>Phase 2: AMI Technology Procurement Planning and Vendor Bid Solicitation</b>	<b><u>Deliverables</u></b>	
1.1 RFP Achieving Best Value for AMI Solution - Negotiation and Contracting	Completed Contractual Packet Compliant with RFP Requirements	<b>\$6,400.00</b>
1.2 AMI Installation Technical Requirements Development - Procurement (NIB)	Draft NIB Procurement Document	<b>\$9,595.00</b>
1.3 Installation Solicitation and Process Management	Issued NIB and Addenda	<b>\$7,120.00</b>
1.4 AMI Installation Solution Bid Review	Solicitation Selection Matrix; Procurement Workbook-NIB	<b>\$6,385.00</b>

1.5 Establishing Detailed AMI Installation Vendor Accountabilities	Vendor/City Contract Terms and Conditions Quality Review-NIB	<b>\$3,740.00</b>
1.6 Finalizing Engagement Documents with Selected AMI Installation Vendor	Vendor Contract Documents Finalization for Department Approval as Required -NIB	<b>\$4,005.00</b>
		<b>\$37,245.00</b>
	Expenses	\$3,724.00
	<b>Total</b>	<b>\$40,970.00</b>