

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
ALEXANDER'S CONTRACT SERVICES, INC.
(METER READING SERVICES METER - READING SERVICES PROJECT)**

1. PARTIES AND DATE.

This Fifth Amendment to the Professional Services Agreement ("Fifth Amendment") is made and entered into this _____ day of _____, 2024 by and between the City of Corona ("City") and Alexander's Contract Services, Inc., a California corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated or about August 17, 2016 ("Agreement"), whereby Consultant agreed to provide meter reading services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about March 19, 2018 ("First Amendment"). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about March 31, 2020 ("Second Amendment"). City and Consultant entered into that certain Third Amendment to the Professional Services Agreement on or about October 10, 2022 ("Third Amendment"). City and Consultant entered into that certain Fourth Amendment to the Professional Services Agreement on or about May 18, 2023 ("Fourth Amendment").

2.3 Amendment. City and Consultant desire to amend the Agreement for the fifth time to (1) extend the Term of the Agreement through June 30, 2025 (2) amend the Rate & Total Compensations to \$943,750 for the fiscal year ending June 30, 2025; and (3) replace Exhibit "C-3" (Compensation) with Exhibit "C-4" (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall be from August 17, 2016 to June 30, 2025 ("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 3.5.8 below (each a “Renewal Term”). The City has the right to extend the Term of this Agreement, in its sole discretion and under the same terms and conditions.”

3.2 Rates & Total Compensation. Section 3.3.1 and Exhibit “C-3” (Compensation) of the Agreement, as amended by the Fourth 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-4” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Nine Hundred Forty-Three Thousand Seven Hundred and Fifty Dollars (\$943,750.00) per fiscal year (“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 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Fifth Amendment.

3.4 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 Fifth Amendment.

3.5 Counterparts. This Fifth 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
FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND
ALEXANDER'S CONTRACT SERVICES, INC.
(METER READING SERVICES METER - READING SERVICES PROJECT)**

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

CITY OF CORONA
a California municipal corporation

By: _____
Tom Moody
Director of Utilities

Reviewed By: _____
Katie Hockett
Assistant Director of Utilities

Reviewed By: _____
Jacqueline Zukeran
Utility Billing & Administration Manager

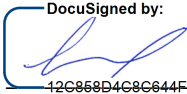
Reviewed By:  _____
F8EFBE3138B4492...
Yasmin Lopez
Purchasing Manager

Attest: _____
Sylvia Edwards, City of Corona, CA
City Clerk

**CONSULTANT'S SIGNATURE PAGE FOR
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ALEXANDER'S CONTRACT SERVICES, INC.
a California corporation

By: 
12C868D4C8C644F...
Tim Alexander
President


By: 
CHRIS MOLINA
883351A6F98B45E...
Chris Molina
Chief Financial Officer

EXHIBIT "C-4" COMPENSATION

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

Compensation is based on number of meter reads assigned each month.

Compensation Rates (Bi-Monthly Billing):

A.1 - Task 7 Meter Reading

June 1, 2019 - May 31, 2020	\$0.93/read
June 1, 2020 - June 30, 2021	\$1.04/read
July 1, 2021 - June 30, 2022	\$1.055/read
July 1, 2022 - June 30, 2023	\$1.07/read
July 1, 2023 - June 30, 2024	\$1.23/read
July 1, 2024 - June 30, 2025	\$1.298/read

A.2 - Task 22 Meter Reading Surcharge Read Exceptions & Abnormalities

July 1, 2019 - June 30, 2025	\$0.07 per read per month
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Compensation Rates (Monthly Billing):

B.1 - Tasks 15-19 Turn On/Turn Off Rates

June 1, 2019 - May 31, 2020	\$7.79/service
June 1, 2020 - June 30, 2021	\$10.89/service
July 1, 2021 - June 30, 2022	\$11.07/service
July 1, 2022 - June 30, 2023	\$11.25/service
July 1, 2023 - June 30, 2024	\$12.37/service
July 1, 2024 - June 30, 2025	\$13.05/service

B.2 - Task 20 Lid Replacement

June 1, 2019 - May 31, 2020	\$6.00/service
June 1, 2020 - June 30, 2021	\$7.97/service
July 1, 2021 - June 30, 2022	\$8.15/service
July 1, 2022 - June 30, 2023	\$8.33/service
July 1, 2023 - June 30, 2024	\$9.16/service
July 1, 2024 - June 30, 2025	\$9.66/service

B.3 - Task 17 Turn On/Turn Off Surcharge

June 1, 2019 - June 30, 2023	\$7.79 per read per month
July 1, 2023 - June 30, 2024	\$8.57/ service
July 1, 2024 - June 30, 2025	\$9.04/service

B.4 - Task 21 After Hours Call Rate

June 1, 2019 - May 31, 2020	\$90.00 plus \$7.79/call out
June 1, 2020 - June 30, 2021	\$31.00/hour plus \$10.89/call out
July 1, 2021 - June 30, 2022	\$32.00/hour plus \$11.07/call out
July 1, 2022 - June 30, 2023	\$33.00/hour plus \$11.25/call out
July 1, 2023 - June 30, 2024	\$36.30/hour plus \$12.37/call out
July 1, 2024 - June 30, 2025	\$38.29/hour plus \$13.05/call out

Bimonthly Invoicing:**C. - Tasks 7 & 21 Bimonthly Invoicing**

Consultant shall submit an invoice bi-monthly on the 15th and 30th of the month for such Services rendered, with the services and tasks listed as separate line items on the invoice. Invoices shall include an itemized description of the Services performed, number of units read, and the time period the Services were performed. Invoices shall be dated at the beginning of services rendered.

Monthly Invoicing:**D. - Tasks 15 21 Monthly Invoicing**

Consultant shall submit an invoice monthly on the 30th of the month for such Services rendered, with the services and tasks listed as separate line items on the invoice. Invoices shall include an itemized description of the Services performed, number of units read, and the time period the Services were performed. Invoices shall be dated at the beginning of services rendered.

General Provisions:

1. City will not be charged extra for additional attempts to read a meter not readily available to the Consultant on the first attempt, for meters not found by the Consultant on the first attempt, or for re-reads of meters to verify accuracy or correct errors.
2. City shall pay the Consultant as provided for in Section 3.3.2 (Payment of Compensation) of the Agreement.

3. Payment of an invoice by the City shall not constitute acceptance of defective Services, and City's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of the City's right to:
 - a. Require Consultant to correct such work or billing; or
 - b. Seek any other legal remedy.

4. City may withhold, on account of subsequently discovered evidence, such part of any payment to the extent as may be necessary to protect City from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; or (4) Consultant's failure to adhere to the Schedule or to achieve sufficient progress with the Services such that Consultant is unlikely to achieve timely completion.

ADD SERVICE RATE:

Compensation Rate (Monthly Billing):

E. Temporary Contract for Electric Meter Reading services

September 28, 2022-June 30, 2023	\$1.18/meter/month
July 1, 2023 - June 30, 2024	\$1.18/meter/read
July 1, 2024 – June 30, 2025	\$1.18/meter/read

F. Hydrant Meter Read Services

July 1, 2024 – June 30, 2025	\$\$9.16/meter/read
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