

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH HONEYCUTT CONSULTING GROUP, LLC DBA METERSYS  
(ADVANCED METERING INFRASTRUCTURE (AMI) TECHNOLOGY SERVICES –  
AMI PROGRAM MANAGEMENT SERVICES PROJECT)**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and **Honeycutt Consulting Group, LLC dba MeterSYS**, a North Carolina limited liability company with its principal place of business at **703 West Johnson Street, Raleigh, North Carolina 27603** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Advanced Metering Infrastructure (AMI) Technology** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such services for the **AMI Program Management Services** project (“Project”) as set forth in this Agreement.

**2.3 Corona Utility Authority.**

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General 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 **Advanced Metering Infrastructure (AMI) Technology** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **April 5, 2023 to June 30, 2026** (“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 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit “B” attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, City shall respond to Consultant’s submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Andy Honeycutt**.

3.2.5 City's Representative. The City hereby designates **Tom Moody**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Andy Honeycutt**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined

by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to

terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance

for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under

the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and

licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Payment Bond. The California Department of Industrial Relations ("DIR") has communicated to the City that there is a possibility that a payment bond may be required for certain services provided in connection with a public works project. Since such a requirement is currently contrary to the industry standard for the services provided by Consultant under this Agreement and since there is no direct legal authority for this position, the City is not requiring Consultant to provide a payment bond at this time. However, the City hereby reserves the right to require the Consultant to obtain and provide a payment bond for some or all of the Services provided by the Consultant under this Agreement.

If the City determines that a payment bond is required for the Services pursuant to Civil Code Section 9550 or any other applicable law, rule or regulation, Consultant shall execute and provide to City a payment bond in an amount required by the City and in a form provided or approved by the City. In the event a payment bond is required, the City agrees to compensate Consultant for all documented direct costs incurred by Consultant for such payment bond. The

Parties shall memorialize the terms of such additional compensation and any other terms and conditions associated with the payment bond in an amendment to this Agreement.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

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" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed **Eight Hundred Fifty-one Thousand One Hundred Twenty Dollars (\$851,120.00)** ("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.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and

all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (“DIR”). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, Consultant may obtain a copy of the prevailing wages from the City’s Representative. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 Apprenticeable Crafts. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Consultant shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works when Consultant employs workmen in an apprenticeable craft or trade. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Consultant.

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### **3.5 Ownership of Materials and Confidentiality.**

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

### **3.6 General Provisions.**

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Consultant:**

Honeycutt Consulting Group, LLC dba/MeterSYS  
703 West Johnson Street  
Raleigh, NC 27603  
Attn: Andy Honeycutt

**City:**

City of Corona  
400 South Vicentia Avenue  
Corona, CA 92882  
Attn: Tom Moody, Director of Utilities  
Utilities Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands,

causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements,

Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence of either or both of the CUA Management Agreements. Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**[SIGNATURES ON NEXT 2 PAGES]**

**CITY'S SIGNATURE PAGE FOR**

**CITY OF CORONA  
PROFESSIONAL SERVICES AGREEMENT  
WITH HONEYCUTT CONSULTING GROUP, LLC DBA METERSYS  
(ADVANCED METERING INFRASTRUCTURE (AMI) TECHNOLOGY SERVICES –  
AMI PROJECT PROGRAM MANAGEMENT SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**CITY OF CORONA**

By: DocuSigned by:  
Tom Moody  
D519EFD915CF45C...  
Tom Moody  
Director of Utilities

Reviewed By: DocuSigned by:  
Katie Hockett  
FC64247E8E12465  
Katie Hockett  
Assistant Director of Utilities

Reviewed By: DocuSigned by:  
Jacqueline Zukeran  
7AEADC8D71EA4E7...  
Jacqueline Zukeran  
Utility Billing and Administration Manager

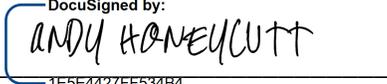
Reviewed By: DocuSigned by:  
Yasmin Lopez  
F8EFBE3136B4492...  
Yasmin Lopez  
Purchasing Manager

Attest:  
  
\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE FOR**  
**CITY OF CORONA**  
**PROFESSIONAL SERVICES AGREEMENT**  
**WITH HONEYCUTT CONSULTING GROUP, LLC DBA METERSYS**  
**(ADVANCED METERING INFRASTRUCTURE (AMI) TECHNOLOGY SERVICES –**  
**AMI PROJECT PROGRAM MANAGEMENT SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

**HONEYCUTT CONSULTING GROUP, LLC**  
**DBA METERSYS**  
a North Carolina limited liability company

By:    
1E5E4427FF534B4...  
Andy Honeycutt  
Managing Director

## **EXHIBIT “A” SCOPE OF SERVICES**

**Program Management Responsibilities:** Consultant will serve as Program Manager for all facets of the City’s Advanced Metering Infrastructure (AMI) implementation, including financial oversight, project progression management, network installation and performance, multi-systems interfacing, field installation and data management, internal/external communications, and organizational change management. Consultant has assigned responsibility for each of these critical categories to the consulting team members who will provide both experience and expertise through all phases and tasks of the program of work.

### **Consultant Baseline Responsibilities**

- Lead communication planning and execution for internal and external audiences
- Develop a work plan on what should occur during each phase of the project outlining actions to support a successful AMI implementation
- Establish and maintain a comprehensive Quality Program
- Develop a Covid Contingency Plan aligned with City requirements
- Establish Program Goals for the City and alignment of Key Performance Indicators to ensure that the Program is completed on schedule, on budget, and within scope.
- Provide issue resolution among Project Stakeholders as detailed in the project charter
- Provide a project lead to serve as the point of contact for all project activities and tasks associated with the contracted services
- Manage project meetings, including scheduling, stakeholder engagement, weekly progression calls, sub-team assignments and on-demand work sessions
- Provide weekly progression updates
- Analyze and process change requests from stakeholders and Installer
- Negotiate changes to the contract
- Review and approve monthly progress invoices from the Prime Contractor
- Continuously collaborate with and inform key project stakeholders

The Scope of Work outlines the general responsibilities of each step for implementation, but considering the dynamic nature of the project, is not intended to be all-inclusive. Consultant’s professional services will incorporate emerging responsibilities in the implementation of AMI as part of its responsibility as a partner to the City for providing a seamless conversion of City metering and billing systems through fixed-base reading technology.

### **Scope of Work for AMI Implementation**

Specifically, Consultant will represent the interests of the City in the installation of AMI meters and transmitters, a city-wide AMI network, and the interface of the Headend System (HES) with the selected Meter Data Management System (MDMS).

## 1.0 Project Setup and Kickoff

This step serves as the official start of the implementation project and the critical foundation for an effective deployment and for future system operation. It involves engaging City Staff, the meter vendor, the installer, and the Consultant's project team, through collaborative project planning, milestone scheduling, roles and responsibilities defining, and general project "housekeeping."

Upon authorization to proceed, the Consultant's Program Manager and project team will initiate the work plan that will provide the baseline for development of the draft project plan. The results of the discovery session will involve:

- A. Drafting of the project charter and program management workbook (project schedule, project financials tracking/pay application, team contacts) with input by City project team and prime meter vendor; charter will contain all standard elements of documentation including roles and responsibilities, project organizational structure, project plan, SLAs, RACI chart, KPIs, financial summaries with payment processing standards.
- B. Program management application setup and training - Consultant utilizes Zoho Projects, a web-based application providing project plan progression, document retention, schedule of key activities, internal project team messaging, and customized reporting. As an alternative available to the City, SharePoint may be made available as the primary platform for program management.
- C. Project Kickoff Meeting - Following successful completion of the Discovery Session, Consultant will, in cooperation with the project team, plan and facilitate the Project Kickoff Meeting that involves all stakeholders of the City's AMI Implementation Program.
- D. QA/QC and Quality Plan - The Consultant's Program Manager will have responsibility for the overall Quality Plan in close coordination with the Utility Project Manager and Project Team to facilitate activities and a fundamental commitment to quality of performance and process including, but not limited to:
  - Conducting periodic field audits of Vendors' QA/QC activities
  - Checking contractor supplied documentation
  - Witnessing contractor operations, inspections, and tests
  - Performing independent inspections and tests using data and onsite validation to verify adherence to the Quality Plan
  - Facilitating a full CIS data download for quality reviews and data management clean-up in coordination with City Customer Service, Utility Billing, and the Meter Shop.
- E. Program Finance Management - Consultant will provide financial oversight and quality control throughout the entirety of the program of work to protect the City's interest and fiscal responsibility. Consultant has developed a Project Financials Management Workbook that is compatible with each vendor's invoicing system. As invoices are received, they are validated against the contract and inventory to ensure compliance with pricing and budgeted line items. Consultant will provide transparency into what comprises the invoices by highlighting pertinent information and extracting relevant data for monthly accounting. These reports include the state of the financials for the entire project budget including system improvements, program management, third-party vendors, and contingencies.

In the role of liaison, Consultant will address any discrepancies with the vendor prior to approving payment. Consultant will track and itemize how contingency funding is spent

and ensure adherence to project budgets and constraints for unanticipated, but necessary expenditures. As part of project closeout, Consultant will reconcile planned vs. actual spend across City allotments and help the City budget for planned maintenance and future state expenditures.

- F. Consultant will utilize their network site assessment tool (mobile application) for locations referenced by the prime vendor for network infrastructure and require development of SOWs for each network device site including detailed responsibilities, network installation schematics (gateway, cables, electrical, backhaul, attachment specifications), materials summary, and summary of site responsibilities.
- G. Consultant will work with City staff and the prime contractor to establish inventory controls (including chain of custody) during Project Initiation. Consultant will hold each Vendor responsible for inventory control and it is expected that Vendors' efforts will consist of plans and procedures to ensure:
- Equipment lead times and orders are properly managed to prevent program delays, shortages, or overages
  - Vendor representatives are onsite to receive and verify all incoming equipment
  - Reconcile received shipments with Consultant and the Project Team
  - Properly secure and maintain accountability of all equipment

### **Communications**

The overall objective of an AMI Communications Plan is to promote the success of a project by meeting the information needs of all project stakeholders. Consultant will work with the City's Communications Manager/PIO to establish best practices in metering communications that define the methods of information collection and distribution. Through effective planning and engagement of communication and marketing SMEs the plan will aid in defining the actions and processes necessary to facilitate effective communications for City staff and external audiences. Consultant will create and maintain open communications among all stakeholders and vendors throughout the Program timeline.

### External Collaboration

For external audiences, Consultant will work with City's project team members to develop a detailed external communications strategy that includes general project information, customer service key messaging, information sheets, web-site resources, social media posts, a customer toll-free phone line for inquiries, project progression information (install map, route schedule) and media releases.

### Internal Collaboration

The primary communications among the project team will be the status meetings, monthly reports, and the project management site, Zoho, however it is essential to collaborate with other internal audiences that are not a part of the project team on the benefits and timing of the project. Additionally, the Consultant will provide various information channels to City staff to inform on the basics of AMI and engage other departments that may benefit from the data deriving from the AMI system with a focus on resource conservation and customer engagement.

## 2.0 Alpha Testing Phase

Considered the most critical point of the project, this step engages the responsibilities and the roles of each team member, creates the foundation for compliance with project contract service levels through field operations, establishes effective integrations, and demands proper equipment lead time management.

A key responsibility during the Alpha Phase will be the coordination of the System Integration planning approach between the City's internal divisions and the third-party vendors. The deliverable will be an integration testing plan with clear targets for achievement to secure sign-off and move forward with the deployment. As part of the services scope, Consultant will be engaging a systems expert to provide additional expertise on the City's software integration and to consult on system and process improvements that will fully leverage features and functionality.

Coinciding with System Integration, construction of the network will be coordinated between the prime contractor, the City, and third-party site managers for the assessment and build-out of collector infrastructure and associated power and data access. Because the Network Testing Phase generally requires multiple sub-contractors early in the process, the management requirements for this coordination are significant and crucial.

Major tasks for this phase include:

- Complete site plan analysis and Scope of Work documentation
- Coordinate with the City and the prime contractor for site upfit approvals
- Complete City required power and data (as required) connectivity for each site
- Ensure Radio Frequency (RF) sweeps are performed according to manufacturer's requirements
- Test RF signal strength and review network data for issues with "reach" and to reconfigure alerts/alarms as appropriate
- Provide oversight for activities associated with the Head End System (HES) interface with the City's Meter Data Management System, Customer Information System and the Customer Engagement Platform
- Review Import/Export file requirements between HES and MDMS
- Evaluate sample files (CIS Export, Swap File, Read/Bill File)
- Evaluate meter swap interface
- Oversee installation field tool configuration, testing, and acceptance
- Coordinate installation checklist finalization and acceptance
- Provide network device installation support. The City will be responsible for installation of network devices following standards prescribed by the Installer.
- Validate proper data collection, transmission, and processing for both the register/transmitter and field installation

## 3.0 Beta Testing Phase

Once the systems integrations, field installation tool configurations, and network construction tasks are completed, the Program Manager and team execute a limited Beta Testing period to validate that all contributing components of the AMI system are fully operational. This period of limited installation production is considered the final validation prior to authorizing full-scale meter installation work. Each member of the project team will validate the results of the testing period prior to authorizing the installation contractor to proceed with full AMI deployment.

Consultant will provide the following Program Management services during the Beta Testing Phase:

- Manage deployment and integration of the AMI head-end system (HES) and MDMS with CIS.
- Lead the functional testing and data validation efforts on behalf of the City. Consultant will lead the functional testing and data validation efforts and work closely with the integration SME and City IT staff to execute the task.
- Lead system health tracking and troubleshooting and will monitor and update the project team on milestones met or issues identified. Having Consultant augment vendor support and installation efforts will ensure the proper monitoring of progress made on the network installation and systems integration. Consultant Program Manager will be responsible for validating field and systems work and will use the ongoing project status calls and reports to share updates and progress made with the team.
- Enforce vendor contract compliance, which will be further enabled through the clear identification of roles and responsibilities as described and agreed to in the Project Charter.
- Update Program Work Plan, including Risk Mitigation Plan. The Consultant Program Manager will be responsible for maintaining the Program Work Plan as a living document, updating as necessary to accommodate changes and impacts that affect the project plan and timeline. Consultant will provide a Risk Mitigation Plan that outlines the recommended identification of key risks and best practices to avoiding, resolving, or managing them and will work with the Project Team to further tailor to the City's deployment as needed.
- Lead the data validation efforts, including parallel reads, in coordination with the installation team and with support as needed from the City's Billing sub-team. The goal is to make sure the meter replacement and integration work has no negative impact on the City's reading and billing process. Adequate testing databases and back-ups help protect the City's data and create assurances that data is clean, and all files are correct before being pushed to production. Data validation efforts are also a key component for quality control and help accommodate for the inevitable mistake and human error factor.
- Facilitate training as needed/recommended. A key area of focus for Consultant in this stage is to provide role-specific how-to documents that are much more focused and digestible for City staff. Consultant will also facilitate training by handling logistics, creating agendas, and coordinating the vendor trainers and training material on behalf of the City along with creating opportunities for staff to shadow vendors and providing one-on-one training sessions with key staff as needed.
- Oversee the Installer's configuration of the WOMS and its integration into the CIS. Consultant has designed its own installation WOM tool and has extensive experience managing the data capture form, process, data validation, and integration into CIS and GIS and will help shape all elements of this activity to ensure all expectations of the City for install data capture are met.
- Create a City Billing sub-team to focus on the integration and interface work with proper assignment of roles and responsibilities utilizing a RACI matrix. Having a dedicated group comprised of key City staff involved in the systems, IT, the City's billing integration SME, and Consultant Project Manager that has extensive integration management experience. Conducting the necessary due diligence of data scrubbing and standardization, planning the interfaces to ensure the proper flow and mapping of data between systems, and building the interfaces to best accommodate for future functionality and flexibility are core activities of the integration work. Testing, documentation, and validation will all be managed by Consultant.
- Provide a robust System Acceptance Testing (SAT) measure that goes further to protect the City's interests and hold vendors accountable for providing full functionality from the system. In addition, network optimization efforts provide the City with the assurance that the performance and maintenance of the network is a top priority.
- Perform end-to-end testing with a variety of meter sizes and correlated data. The Consultant database SME will spearhead this quality control and end-to-end testing using industry best

practices to uncover inconsistencies, duplicates, and other data disconnects to allow for the targeted resolution of any discrepancies between systems. Consultant will also work with City staff and the City's Billing sub-team to build in ongoing database maintenance responsibilities to ensure these systems and underlying data is maintained post-project.

- The QA/QC meter installation and network performance activities Consultant has developed were designed to reduce the risk and exposure of the City and hold vendors and their employees accountable to the standards laid out in the contracts and Project Charter. This task will be supported by the robust, cloud-based WOM tool that provides documentation of field and network support activities and findings that Consultant developed specifically for this purpose.
- Work with the City to develop policies for handling issues that will occur as part of the full deployment, including contingency plans. The project plan and Charter will accommodate for issue and risk management activities and contact list with designated Point of Contact clearly identified. Policy support will also be addressed in the Change Management Plan, will be a key consideration in the Business Process Re-Engineering effort, and will be addressed in the Communications Plan as well for how to respond externally.
- Lead the system health tracking and troubleshooting efforts. These tasks will be clearly documented and fall under the vendor management responsibilities, providing the City with confidence that the AMI system is operating as it should in advance of authorizing the full deployment.

#### *Organizational Change Management*

Based on a foundation of public administration, Consultant's program team members will work with key functions within the City to identify organizational change management needs at various milestones throughout the project timeline. While the priority is the successful implementation of AMI across the service territory, Consultant experiences with organizational change during testing and full implementation phases have necessitated a best practice of establishing organizational change management components as part of the AMI rollout. Pre-planning will aid in the natural and successful transition of manual metering tasks to an automated environment seamlessly and predictably.

#### **4.0 Full Deployment**

Once the system functionality and new business processes have been tested, verified, and accepted, deployment of meters and meter interface units (MIUs) may begin on a large scale. Full system functionality will be available to the City for reading and billing purposes based on a route by route installation process and Consultant will work with City staff to ensure they are taking full advantage of the system and automation of reads throughout the "Hybrid State". Full Deployment will be managed like a formal construction project with oversight on project communications, production, financial tracking, QA/QC, inventory controls, installation SOPs and system training. Consultant's Program Management team will be responsible for providing direct daily interaction with the Prime Vendor and installation team with the intent to minimize interruption to daily operations.

- Consultant has developed a best practice installation planning workbook that provides clear production standards for both the installation team and the City’s billing and customer service team. The installation plan incorporates work times, holidays, and other factors that would impede route installation and reading requirements.

# of Installers	Route	Meter Count based on CIS	Pilot (Route 47-90 Accounts)	Week																		
				10/28-11/1	11/4-11/8	11/11-11/15	11/18-11/22															
32		526	100%	100.2%																		
61		502					94.223%															
45		350																				
25		386																				
26		290																				
43		235																				
31		391																				
48 (16), 50 (1), 51 (258)		275																				
2		244																				
3		179																				
4		313																				
5		194																				
6		311																				
7		209																				
8 (240), 9 (18)		258																				
10		315																				
11		241																				
12		200																				
Install Total		5419																				
Install Actuals		1151	90	123	29	2	0	21	31	50	84	75	65	47	7	0	0	6	27	35	67	61
Remaining by Route			0	403	374	372	372	351	320	270	186	111	46	-1	495	495	495	489	462	427	360	299

1. Meter Installation Production Calendar

- Consultant’s Program Management Team Members are experienced in overseeing installation performance and quality controls through remote system monitoring and comparative data analysis. Consultant’s analysts have developed a data quality check process comparing sync files and field data tools to ensure all relevant field data is being passed and captured properly in the system of record (City Billing/GIS). The defined process throughout full deployment will provide the City with highly accurate data within critical utility systems and will reduce work orders associated with field verification and corrective actions.
- Consultant will lead the data utilization and analytics efforts, including alarm events and exceptions, working with City staff to build system use and alert response into their daily activities and workflows.
- Contract compliance enforcement will be the responsibility of Consultant to confirm service levels and milestones are achieved. Making sure the project is meeting budget and timeline expectations is a core function of the project manager. Routine deliverables like the monthly project status report and the weekly project status calls, will highlight any action items or issues.
- Consultant will facilitate training sessions with vendors. Consultant training support, including documentation and the advocacy for one-on-one and job shadowing opportunities, will provide City staff with frequent and ongoing training opportunities. The goal of the Consultant project management support is to ensure that by the time the deployment is complete, the City is fully utilizing the system, the data and alerts are already incorporated into daily operations, and maintenance activities are routine, with staff comfortable using the technology and managing all aspects of the new system.
- Consultant’s program manager will ensure the Program Work Plan and the Risk Mitigation Plan are updated. Version control will be maintained, and any new drafts will be distributed and stored on the secure project sites for easy reference throughout the project.
- In addition to weekly production calls with the project team and monthly onsite program meetings, Consultant will develop a monthly progression report that covers all critical elements of the program of work including installation status, program financials, network performance, inventory summaries, system integration and training updates, communications summaries, and other elements of importance specific to the City.
- Refinement of system configurations, often shifting from default settings, is a priority during the early stages of full deployment. Consultant will coordinate the proper design of system generated alerts and other notifications with a goal to minimize false positive alerts and alarms, align settings to

unique user accounts, and promote customer self-service through the customer portal.

## 5.0 Project Substantial Completion and Closeout

To ensure the City is capturing the return on its AMI investment, a Project Closeout program is implemented to track the benefits the organization is realizing from the AMI system as well as track project financials and deliverables against the Vendor agreements. This program will inform on the performance of the organization and the system, identifying strengths and areas for improvement. The City can then utilize this information to make operational adjustments to ensure performance.

### *Develop / Implement Performance Measurement System*

- Translate performance goals and objectives into refined and sustainable KPIs
- Define KPI collection and transfer process
- Develop appropriate PMS dashboard/reporting system

### *Analysis of Results*

- Provide periodic review and analysis of the system performance and operational results
- Provide recommended corrective action to facilitate achievement of goals and objectives
- Develop a Results Analysis Report that will incorporate:
  - Overall utility goals and objectives achievement
  - Network performance and management requirements
  - Proficiencies assessment resulting from training and AMI system utilization
  - Return on Investment (ROI) analysis and results

Consultant will work with the City to review the possible future state scenarios, prioritizing solutions that provide maximum ROI and have a positive impact. This program will inform on the performance of the organization and the system, identifying strengths and areas for improvement. The Utility can then utilize this information to make operational adjustments to ensure performance. Actions performed during this phase include:

- Installation data archiving
- Training proficiency reviews
- Updated field and back-office workflows verifications
- City policies and ordinances analysis based on new business processes resulting from read automation

## Project Organization and Key Personnel

### *Consultant's Commitment to Service Excellence - Properly Balancing Resource Expertise with Accountabilities*

Consultant approaches each AMI program of work as a reflection of team culture with a focus on AMI value, maintenance of public trust, and operational sustainability. The skilled consultants and field technicians are cross-trained to support the needs of each key category of work to ensure the City will receive continuity and quality of service expected and required.

Consultant will dedicate a highly trained team of professionals skilled with unique areas of focus customized to the goals and objectives of the utility. Consultant pre-selects and staffs the team based on their validated capacities to deliver the scope of work effectively within their defined

areas of expertise for the entirety of the project. Consultant has the combined program management expertise to oversee these variables and will be responsible for ensuring the necessary solutions are implemented through effective program management. By combining Consultant's industry knowledge and Project Management Institute (PMI) approaches, Consultant will reduce the organization's overall program risk.

*Consultant Project Team*

<b>Project Role</b>	<b>Consultant Name</b>
<b>Program Administrator</b>	Andy Honeycutt
<b>Project Manager</b>	Lauren Brown
<b>Systems Lead</b>	Stan Harris
<b>Network Specialist/QA QC Lead</b>	Cassius Williams
<b>AMI Data/QC Analyst</b>	Carol Mikovich
<b>Senior Program Consultant/ Financial Analyst</b>	Kahne Kraft
<b>Field Technician</b>	Derek Hines
<b>Program Consultant/Metering &amp; Billing SME</b>	Gary Sanders
<b>Junior Program Consultant/Communications Lead</b>	Max Kuhlenkamp

*Project Team Roles, Assignments and Availability*

<b>Project Team Member</b>	<b>Consultant Name</b>	<b>Key Task Responsibilities</b>	<b>Resource Availability Verified Compliant to Scope of Work and Timeline</b>
Program Administrator	Andy Honeycutt	Responsibility for all elements of Program Management delivery; Provides executive oversight of program plan, financials, communications, contractual compliance, and administrative reporting	YES
Project Manager	Lauren Brown	Responsibility for facilitation and execution of the tasks and milestones of the program management plan and serves as the senior consultant in responsible charge of full systems integration/interfaces	YES
Systems Lead (Contract Resource)	Stan Harris	Provides direct guidance and technical professional services for all aspects of data management and interfacing with MDMS	YES

<b>Project Team Member</b>	<b>Consultant Name</b>	<b>Key Task Responsibilities</b>	<b>Resource Availability Verified Compliant to Scope of Work and Timeline</b>
Network Specialist-Lead Consultant for QA/QC	Cassius Williams	Provides field representation for network and meter installation SOWs, safety compliance, and QA/QC efforts	YES
AMI Data/QC Analyst	Carol Mikovich	Performs data synchronization and quality analysis (CIS/GIS/WOM/MDMS), MDMS configurations; supports business key business process documentation and KPI development and tracking	YES
Senior Project Consultant/Finance Analyst	Kahne Kraft	Leads and maintains program management resources including workbooks, program management plans, program charter, and program management application; serves as document controller; responsible for training content validation and delivery; responsible for job aides and procedural documentation; leads internal/external messaging	YES
Field Technician	Derek Hines	Supports the Field Manager in QA/QC and safety compliance during full deployment	YES
Program Consultant/Metering & Billing SME	Gary Sanders	Provide leadership in the transitional billing process during AMI deployment and supports the systems integration design, testing, and utilization	YES
Junior Program Consultant/Communications Support	Max Kuhlenkamp	Supports project progression through program administration, documentation, project plan updates, and assignments; supports project communication (internal/external) for each milestone of implementation	YES

**EXHIBIT “B”  
SCHEDULE OF SERVICES**

The following details the key milestones and deliverables according to the respective key activity phase. The percentage of project upon completion identifies the allocation of the project total each key activity comprises. Consultant invoices monthly based on project progression of the proceeding month’s activities and completion and submission of deliverables.

<b>Key Activity</b>	<b>Activity Description</b>	<b>Project Deliverables</b>
<b>PROGRAM MANAGEMENT- IMPLEMENTATION</b>		
1.0. Project Initiation: Implementation Program Management	Project Setup: Discovery Session, Project Charter, Program Management Tools, Historical Data Collection and Analysis	<ul style="list-style-type: none"> <li>▪ Project Charter</li> <li>▪ Financials Workbook</li> <li>▪ Project Work Plan</li> <li>▪ RACI Chart</li> <li>▪ Communications Plan</li> <li>▪ Project Management Platform (Zoho, MS Project) Setup/Access</li> <li>▪ Systems Topology Mapping</li> <li>▪ CIS/GIS Data Quality Assessment</li> <li>▪ Quality System Plan- QA/QC</li> <li>▪ Network Detailed Site Plan (All Locations)</li> <li>▪ Large Meter Survey</li> </ul>
Communications	Comprehensive Internal/External Communications Strategy to Address all Phases of Project Implementation	<ul style="list-style-type: none"> <li>▪ Communications Plan</li> <li>▪ Related Collateral Material</li> </ul>
2.0. Implementation Initiation and Testing- Alpha	Testing Phase: Infrastructure Planning, Installation, and Testing	<ul style="list-style-type: none"> <li>▪ Comprehensive Work Plan Updates</li> <li>▪ Systems Integration Plan</li> <li>▪ Quality System Plan Update</li> <li>▪ Communications Plan Update</li> <li>▪ Progression Reporting</li> <li>▪ Vendor Financial Management and Reporting</li> <li>▪ Field Installation Application Configuration</li> <li>▪ Technology and Security Needs Assessment</li> </ul>

Key Activity	Activity Description	Project Deliverables
3.0. Data Management Through Integration and Testing- Beta	Systems (Software) Integration Management: Includes GIS, Work Order Management, and Customer Portal as Outlined in Specifications	<ul style="list-style-type: none"> <li>▪ Systems Integration Sub-team Work Plan</li> <li>▪ Finalized Training Program (Field Operations, Systems Configuration, User Job Aides)</li> <li>▪ RACI Chart- Integration</li> <li>▪ System Acceptance Testing Plan</li> <li>▪ Help Desk Support and Tiered Response Plan</li> <li>▪ Communications Plan Updates</li> </ul>
4.0. System-Wide Meter Conversion to AMI	Full Deployment (Field Inspections QC/QA, Systems Performance Management, Field, and Software Training)	<ul style="list-style-type: none"> <li>▪ QA/QC Compliance Reporting (Field Inspections, Systems Validation, Inventory Controls)</li> <li>▪ Field Audits</li> <li>▪ Data Quality Assessments- By Route</li> <li>▪ Installation Calendar &amp; Installation Production Worksheet</li> <li>▪ System Configurations Refinement (Alerts, Alarms, Settings)</li> <li>▪ User Training (System Configuration and System Performance)</li> <li>▪ Progression Reporting</li> </ul>
5.0 AMI Program Management Finalized	Project Closeout, Financials Reconciliation, Reporting and Acceptance	<ul style="list-style-type: none"> <li>▪ Program Closeout Plan</li> <li>▪ System Acceptance Document</li> <li>▪ AMI Systems Sustainability Plan</li> <li>▪ Contract Compliance</li> <li>▪ Release Full Program Documentation</li> <li>▪ KPI Reporting Updates</li> <li>▪ Ordinance &amp; Policy Assessment</li> <li>▪ Training Proficiency Reviews</li> <li>▪ Updated Field and Back-office Key Process Workflows Charting</li> </ul>

## EXHIBIT “C” COMPENSATION

Program management services fees provided by Consultant over the entirety of the 26-month implementation plan are summarized below and detailed in the following table. Fees are based on time allocations anticipated for the successful delivery of tasks and milestones and may be adjusted to meet the priorities of the City.

### *Project Team Hourly Rates*

<b>Project Team Member Hourly Rate Summary- General Rate Schedule City of Corona</b>	<b>Consultant Name</b>	<b>Hourly Rate</b>
<b>Program Administrator</b>	Andy Honeycutt	\$210.00
<b>Program Manager</b>	Lauren Brown	\$190.00
<b>Network Manager/QAQC</b>	Cassius Williams	\$160.00
<b>Lead Data Analyst</b>	Carol Mikovich	\$130.00
<b>Senior Program Consultant/Financial Analyst</b>	Kahne Kraft	\$130.00
<b>Communications Specialist</b>	Rodger Sauls	\$125.00
<b>Field Technician/Inspector</b>	Derek Hines	\$90.00
<b>Program Consultant/Metering &amp; Billing SME</b>	Gary Sanders	\$185.00
<b>Junior Program Consultant/Communications Lead</b>	Max Kuhlenkamp	\$80.00
<b>Systems Lead</b>	Stan Harris	\$175.00

### *Project Fees and Level of Effort by Task*

		Total Consulting Hours	Consulting Subtotal	Other Costs	Subtotal Plus Expenses	Consulting and Subcontractor Total
<i>Billing rates, \$/hour</i>				5.0%		
<b>1.1</b>	<b>Project Management and Administration (NTP + 60 Days)</b>					
1.11	Project Charter Drafting, Project Team Established, and Integrated Project Plan Finalized in Coordination with County, Prime Contractor, and PM; Communications Plan Established	38	\$5,690	\$285	\$5,975	\$5,975
1.12	Project Management Systems Setup (MS Projects, Zoho Reporting); Team Access and Training	20	\$3,000	\$150	\$3,150	\$3,150
1.13	Project Kickoff and Orientation- Project Team; Roles and Responsibilities Review, Project Reporting and Project Charter with Roles and Responsibilities Finalized	89	\$13,860	\$693	\$14,553	\$14,553

		Total Consulting Hours	Consulting Subtotal	Other Costs	Subtotal Plus Expenses	Consulting and Subcontractor Total
1.14	Coordination with Utility Billing Vendor for Integration Plan Development	52	\$7,870	\$394	\$8,264	\$8,264
1.15	Project Financials Management Workbook Developed in Cooperation with City Finance; Payment Schedules and Pay Request Templates Finalized	31	\$4,740	\$237	\$4,977	\$4,977
1.16	Systems Mapping and Master CIS/Read File Analysis	55	\$8,660	\$433	\$9,093	\$9,093
1.17	QA/QC Plan Developed for Network, Interfacing, and Installation	50	\$6,770	\$339	\$7,109	\$7,109
1.17	Initial Material Order Approval/Logistics Planning for Material Management	12	\$1,710	\$86	\$1,796	\$1,796
<b>SUBTOTAL</b>		347	\$52,300	\$2,615	\$54,915	\$54,915
<b>2.0</b>	<b>Alpha Testing: Network, MDMS (NTP + 150 Days)</b>					
2.10	Network Site Survey, Power and Backhaul Systems Detailed Installation Planning	64	\$9,390	\$470	\$9,860	\$9,860
2.11	Sample Files (CIS Export, Swap File, Read/Bill File) from Utility Billing Software	54	\$8,930	\$447	\$9,377	\$9,377
2.12	Systems Integration Sub team to Finalize File Format	74	\$12,020	\$601	\$12,621	\$12,621
2.13	CIS Billing Export/Import File Requirements Developed; Integration/Interface Plans with AUS and AMI Vendor	56	\$9,150	\$458	\$9,608	\$9,608
2.14	CIS Integration Quote and Scope Approvals	21	\$3,540	\$177	\$3,717	\$3,717
2.15	Develop and Test Meter Swap Interface	53	\$8,860	\$443	\$9,303	\$9,303
2.16	MDMS/Systems Interface Finalized	23	\$3,965	\$198	\$4,163	\$4,163
2.17	Initiate MDMS Setup with City Operational Requirements Configurations- General	86	\$13,455	\$673	\$14,128	\$14,128
2.18	Install Field Tool Configuration and Testing	26	\$3,880	\$194	\$4,074	\$4,074
2.19	Network Site Plans Finalized and Approved- Includes Tank Manager Approval	48	\$7,700	\$385	\$8,085	\$8,085
2.20	Network Installation Management- Site Preparation and Oversight	69	\$10,760	\$538	\$11,298	\$11,298
2.21	Scrap Meter Process Planning/Material Logistics and Inventory Management	19	\$2,700	\$135	\$2,835	\$2,835
2.22	Test Meter Installs Complete and Assessment of Reporting on MDMS	87	\$13,230	\$662	\$13,892	\$13,892
2.23	Phase Program Management and Reporting	110	\$17,200	\$860	\$18,060	\$18,060
<b>SUBTOTAL</b>		790	\$124,780	\$6,239	\$131,019	\$131,019
<b>3.0</b>	<b>Beta Testing (NTP + 210 Days)</b>					
3.10	Communications for Full Deployment	35	\$5,085	\$254	\$5,339	\$5,339
3.11	Base Station, Antenna, Electrical and Backhaul Installation and RF Performance Checks (RF Sweep, RSSI Validation)	20	\$3,480	\$174	\$3,654	\$3,654

		Total Consulting Hours	Consulting Subtotal	Other Costs	Subtotal Plus Expenses	Consulting and Subcontractor Total
3.12	CIS Account Details and Field Mapping	40	\$5,820	\$291	\$6,111	\$6,111
3.13	Beta Testing Phase Meters Installed	91	\$13,090	\$655	\$13,745	\$13,745
3.14	Handheld and Field Tool Training/Job Shadowing	29	\$3,960	\$198	\$4,158	\$4,158
3.15	Network Mitigation Based on Testing	25	\$3,970	\$199	\$4,169	\$4,169
3.16	Establish Install Schedule (Reading, Billing, Blackout Days, Progression)	35	\$5,530	\$277	\$5,807	\$5,807
3.17	Critical Customer Identification and Management	28	\$4,195	\$210	\$4,405	\$4,405
3.18	Develop Meter Swap Form with Work Flows	25	\$4,120	\$206	\$4,326	\$4,326
3.19	Install Schedule Developed w/Route and Progression Percentage	17	\$2,800	\$140	\$2,940	\$2,940
3.20	Install Checklist Developed/Approved	19	\$2,680	\$134	\$2,814	\$2,814
3.21	MDMS Training and Initial Alert Configuration	41	\$6,180	\$309	\$6,489	\$6,489
3.22	Updated Interface Testing & Signoff	29	\$4,845	\$242	\$5,087	\$5,087
3.23	Phase Program Management and Reporting	74	\$11,610	\$581	\$12,191	\$12,191
<b>SUBTOTAL</b>		508	\$77,365	\$3,868	\$81,233	\$81,233
<b>4.0</b>	<b>Full Deployment (NTP + 730 Days)</b>					
4.10	Non-Standard Installation Management; Return to Utility/Skips Management; Data Quality Management (Field Installs, MMCO, Sync File)	203	\$31,040	\$1,552	\$32,592	\$32,592
4.11	Situational and Position Specific Training Plan Implemented- Metering & Billing	196	\$30,615	\$1,531	\$32,146	\$32,146
4.12	Job Aides Development and Adoption	88	\$13,340	\$667	\$14,007	\$14,007
4.13	Conduct Meter and Network Performance QC	313	\$49,210	\$2,461	\$51,671	\$51,671
4.14	Mitigation Work based on Optimization	153	\$25,250	\$1,263	\$26,513	\$26,513
4.15	Field Inspections and Installation QC/Inventory Controls	451	\$52,550	\$2,628	\$55,178	\$55,178
4.16	Phase Program Management and Reporting (includes Project Finance)	1475	\$236,750	\$11,838	\$248,588	\$248,588
<b>SUBTOTAL</b>		2879	\$438,755	\$21,938	\$460,693	\$460,693
<b>5.0</b>	<b>Project Closeout and Acceptance (NTP + 790 Days)</b>					
5.10	Meter Punch list / Clean up	63	\$9,440	\$472	\$9,912	\$9,912
5.11	Finalize Inventories, Restocking, and Retainage for Operations	26	\$4,210	\$211	\$4,421	\$4,421
5.12	Project Installation Final Inspections	92	\$11,560	\$578	\$12,138	\$12,138
5.13	MDMS Training- Review	66	\$10,830	\$542	\$11,372	\$11,372
5.14	Systems Configurations and Implementation Technical Services (Customer Portal, MDMS, GIS, WOM, Asset Management)	160	\$22,660	\$1,133	\$23,793	\$23,793
5.15	Field Installation Final Training Review	51	\$7,000	\$350	\$7,350	\$7,350
5.16	Project Financials Final Reconciliation	80	\$12,400	\$620	\$13,020	\$13,020

		Total Consulting Hours	Consulting Subtotal	Other Costs	Subtotal Plus Expenses	Consulting and Subcontractor Total
5.17	Equipment RMA Process Check	23	\$3,390	\$170	\$3,560	\$3,560
5.18	Infrastructure Acceptance (Collectors, Radios, Meters)	29	\$4,710	\$236	\$4,946	\$4,946
5.19	Project Acceptance and Sign-off; Transfer of Project Materials	41	\$6,050	\$303	\$6,353	\$6,353
5.20	Phase Program Management and Reporting	164	\$25,140	\$1,257	\$26,397	\$26,397
<b>SUBTOTAL</b>		795	\$117,390	\$5,870	\$123,260	\$123,260
<b>PROJECT MANAGEMENT TOTAL</b>		<b>5319</b>	<b>\$810,590</b>	<b>\$40,530</b>	<b>\$851,120</b>	<b>\$851,120</b>

*Project Fees and Level of Effort by Task*

Key Milestones	Duration Months	Allocation As Percentage	Level of Effort Estimate	Cost
Project Management and Administration (NTP + 60 Days)	2	6%	347	\$54,915
Alpha Testing: Network, MDMS (NTP + 150 Days)	3	15%	790	\$131,019
Beta Testing (NTP + 210 Days)	2	10%	508	\$81,233
Full Deployment (NTP + 730 Days)	17	54%	2879	\$460,693
Project Closeout and Acceptance (NTP + 790 Days)	2	14%	795	\$123,260
<b>Total</b>	<b>26</b>	<b>100%</b>	<b>5319</b>	<b>\$851,120</b>