

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

UTILIWORKS CONSULTING, LLC

Metering Infrastructure Upgrade Project, RFP No. 1656

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and UTILIWORKS CONSULTING, LLC, a Louisiana limited liability company ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Metering Infrastructure Upgrade Project, RFP No. 1656 ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for five (5) years, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Million Seven Hundred Fifty Six Thousand Three Hundred Sixty Dollars (\$2,756,360.00), payable in accordance with the terms set forth in Exhibit "B." Task 3B as described in Exhibit A and as priced in Exhibit B at \$785,370 is an optional task and shall only be performed by Consultant with prior written approval of the City. Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities Department
City of Riverside
Attn: Jennifer Tavaglione
3750 University Avenue, Third Floor
Riverside, CA 92501

To Consultant

Utiliworks Consulting, LLC
Attn: Dale Pennington, Managing Director
2351 Energy Drive, Ste. 1010
Baton Route, LA 70808

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

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

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs 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.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the 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, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

29. **Attorneys' Fees.** In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

30. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

31. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

32. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

33. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

34. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

35. This AGREEMENT may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

36. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel


IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

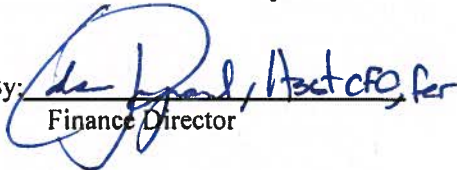
UTILIWORKS CONSULTING, LLC
a Louisiana limited liability company


By: _____
City Manager

Attest: _____
City Clerk

By: 
Dale Pennington
[Printed Name]
Managing Director
[Title]

Certified as to Availability of Funds:

By: 
Finance Director

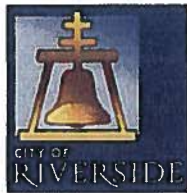
By: 
Nicole Griffin
[Printed Name]
Officer / Associate
[Title]

Approved as to Form:

By: 
Assistant City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

WATER | ENERGY | LIFE

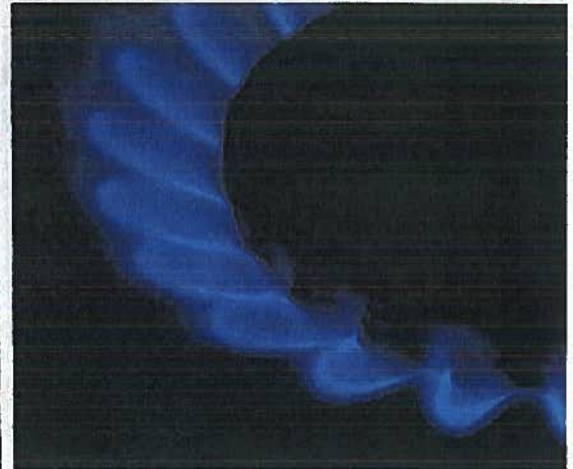
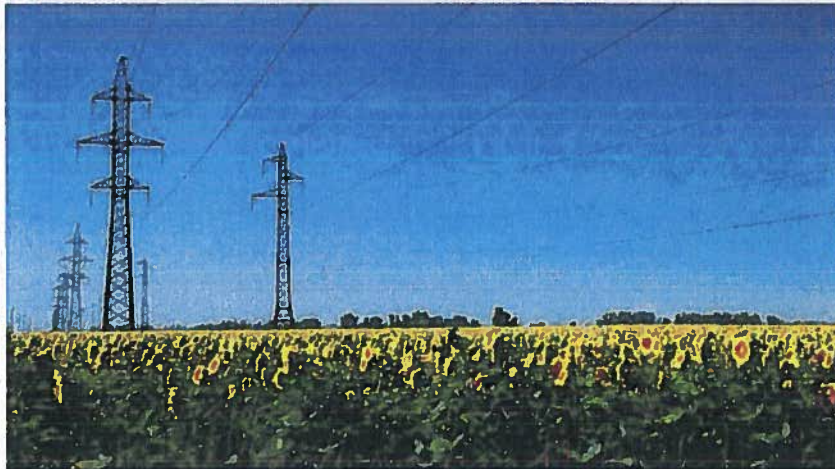


PUBLIC UTILITIES

(VERSION 2)
March 16, 2017

**Request for Proposal: Metering
Infrastructure Upgrade Project**

City of Riverside, California
Reference Number: RFP #1656



Deliver to:
City of Riverside Public Utilities
Operational Technology Project Management Office
Attn: Jennifer Tavaglione (Program Manager)
3750 University Ave.
Riverside CA 92501

UtiliWorks Consulting, LLC.
2351 Energy Dr. STE 1010
Baton Rouge, LA 70808

225.766.4188 Office
225.612.6404 Fax
www.utiliworks.com

UtiliWorks™

Strategic Utility Consulting

Table of Contents

| | |
|---|-----------|
| Tab 1 - COVER LETTER..... | 3 |
| Tab 2 - WORK PLAN..... | 5 |
| 2.1 Project Understanding..... | 5 |
| 2.2 Proven Method: UtiliWorks Advantage™ | 5 |
| 2.3 Project Approach..... | 6 |
| Tab 3 - PROJECT SCHEDULE..... | 27 |
| Tab 4 - PROJECT EXPERIENCE | 28 |
| 4.1 Company Overview | 28 |
| 4.2 Project Map | 29 |
| 4.3 UtiliWorks Consulting Past and Current Projects Matrix..... | 29 |
| 4.4 UtiliWorks Consulting References | 32 |
| Tab 5 - KEY PROJECT PERSONNEL..... | 35 |
| Tab 6 - PRICE PROPOSAL | 39 |
| Tab 7 - CONDITIONS, ASSUMPTIONS AND EXCEPTIONS..... | 40 |
| Tab 8 - APPENDICES | 41 |
| Appendix 1. Project Team Resumes..... | 41 |
| Appendix 2. Industry Recognition | 62 |
| Appendix 3. UtiliWorks Certificate of Insurance Sample..... | 66 |
| Appendix 4. Addendum No. 1 | 67 |
| Appendix 5. Q & A | 69 |

Tab 1 - COVER LETTER

UtiliWorks Consulting (“UtiliWorks”, “UWC”), a single-member LLC with headquarters at 2351 Energy Drive Suite 1010, Baton Rouge, Louisiana 70808 and offices throughout the United States, appreciates the opportunity to submit this proposal in response to City of Riverside’s RFP to support implementation of a fixed network electric and water metering infrastructure. UtiliWorks offers professional services to assist utilities in the assessment, evaluation, design, procurement and implementation of fixed network, advanced metering infrastructure (AMI) and associated technology solutions. This is the exclusive focus of our company. In that regard, we believe that we are uniquely positioned to guide Riverside in its metering infrastructure upgrade initiative.

We understand that Riverside has been considering fixed network for the past years, conducted a feasibility study and published a Strategic Technology Plan in June 2015. Before the current RFP was published, UtiliWorks participated in discussions with Riverside on how to best execute a fixed network deployment with our phased approach. UWC has very clear understanding of Riverside’s priorities, and the need to maximize use of existing infrastructure in a carefully planned manner. We applaud Riverside’s initiative in searching for the best approach to accomplish its goals, and we are confident that Riverside is an excellent fit for our services and the long-range solutions that must be developed. We would like to highlight four key areas that we believe differentiate UtiliWorks from other firms. These key differentiators are:

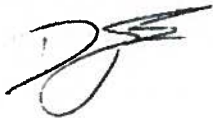
1. **Local Presence and Track-Record of Success in California.** UtiliWorks has worked and is currently working with multiple California utility clients in various stages of their metering infrastructure upgrade initiative. We have consultants and subject matter experts based in California, and we are very familiar with the state’s regulations and stipulations related to fixed network aspects. Several metering infrastructure upgrade projects that we are currently undertaking in California includes:
 - a. ***Long Beach Gas & Oil*** - fixed network/AMI strategic assessment, business case development, implementation strategy, RFP development, vendor selections + contract negotiations, pilot deployment, full deployment, and other project management services
 - b. ***Long Beach Water Department*** - fixed network/AMI business case analysis, strategic roadmap plan development, water conservation program review, organization and business operations review
 - c. ***Alameda Municipal Power*** - fixed network/AMI assessment, business case development, RFP development, vendor selections + contract negotiations, future deployment project management which will include systems integration, organizational review, public awareness campaign
 - d. ***City of Santa Rosa*** - fixed network/AMI requirements development, RFP development, vendor selections + contract negotiations, future deployment project management which will include systems integration, organizational review, public awareness campaign

And other California utility clients including City of Palo Alto, City of Azusa, City of Signal Hill, and agencies such as Northern California Power Agency (NCPA), California Public Utilities Commission (CPUC).

2. **Industry Recognition.** UtiliWorks' staff has worked on many fixed network/advanced metering infrastructure engagements on behalf of electric and water utility clients over the past 11 years. Many of our clients have received national industry accolades for the work in which we were engaged, and have also been featured in both international trade journals and local newspapers based on the success of their automated metering projects. UtiliWorks is very proud of our clients' accomplishments and will always seek to gain them the recognition they deserve.
3. **Agile and Adaptable Consulting Firm Specializing in this Market Space.** We have subject matter experts who have deep roots in utilities and the fixed network/advanced metering market. Riverside will have full access to our most senior staff. We have excellent client references from utilities of similar size and scope to Riverside. While our initial engagements with clients are typically feasibility studies and business cases, our team is known for our "hands on" experience with technology, vendors, and owners in both pilot and full production environments. We have worked with all leading advanced metering vendors on behalf of our clients. We believe our team has more true deployment experience (versus theoretical understanding) than any other consulting firm in this sector. Our references are the best way to confirm this.
4. **A Tailored Solution for Your Unique Environment.** In performing our initial engagement with Riverside through the study, we plan to utilize a comprehensive approach in assessing all utility functions/departments and analyze how a fixed network/advanced metering implementation can positively impact each department, not solely focusing on the meter-to-cash functions. As part of our regular engagements, UtiliWorks helps our clients determine which technology applications make sense for their unique environment. This includes budgeting, planning, selection of the appropriate technology, and providing implementation support and oversight. Working in conjunction with utility personnel, the UtiliWorks team can create an optimum solution for Riverside because we do not associate our recommendations with a particular technology and ***we have no vendor affiliations***. This allows us to independently guide utilities towards a "best-fit" solution without outside influence.

UtiliWorks is very excited about the opportunity to work with Riverside. We think you will find that our firm, personnel, and experience exceed all minimum requirements as listed in this proposal. We look forward to additional opportunities to demonstrate our interest and capabilities for Riverside's project. I am the authorized UtiliWorks representative to bind this proposal and negotiate a formal contract with Riverside. Thank you for your consideration.

Respectfully submitted,



Dale Pennington
Managing Director
UtiliWorks Consulting, LLC
dpennington@utiliworks.com

2351 Energy Drive Suite 1010
Baton Rouge, LA 70808
P (225) 766-4188
F (225) 612-6404

Tab 2 - WORK PLAN

2.1 Project Understanding

Riverside has determined that a consolidated approach to defining a path forward will ensure its ability to provide high quality service to its constituents and improve operational performance, while also ensuring that previous infrastructure investments are not stranded. Riverside Public Utilities provides both electric and water service to its customers, and has a wide range of customers that include residential, small and large commercial, as well as large educational institutions.

Components specific to the current effort are as follows:

1. Review and validation of an existing roadmap and timeline.
 - a. Recommendation of alternatives to the existing roadmap and timeline.
 - b. Estimation of costs associated with alternatives and recommendations.
2. Assistance with procurement of systems and platforms.
 - a. Advanced Metering Infrastructure (AMI)
 - b. Meter Data Management System (MDMS)
 - c. Communications systems
3. Management of integration of the new systems in a cohesive manner that fits with both the utility and with the City of Riverside.
4. Ongoing review and recommendations for corrective actions for the duration of the project.

2.2 Proven Method: UtiliWorks Advantage™

To support Riverside in their implementation of a fixed network electric and water metering infrastructure, we propose our methodology called UtiliWorks Advantage™ as outlined below. This process model focuses on network delivery of utility data and business work flow changes that will drive performance throughout the client organization. The services requested by Riverside fits squarely into our service model, with a clear path of progression.

*"UtiliWorks provided highly valuable insight and helped us avoid pitfalls many utilities encounter in undertaking AMI projects" –
Tony Foster, Long Beach Gas & Oil (CA)*

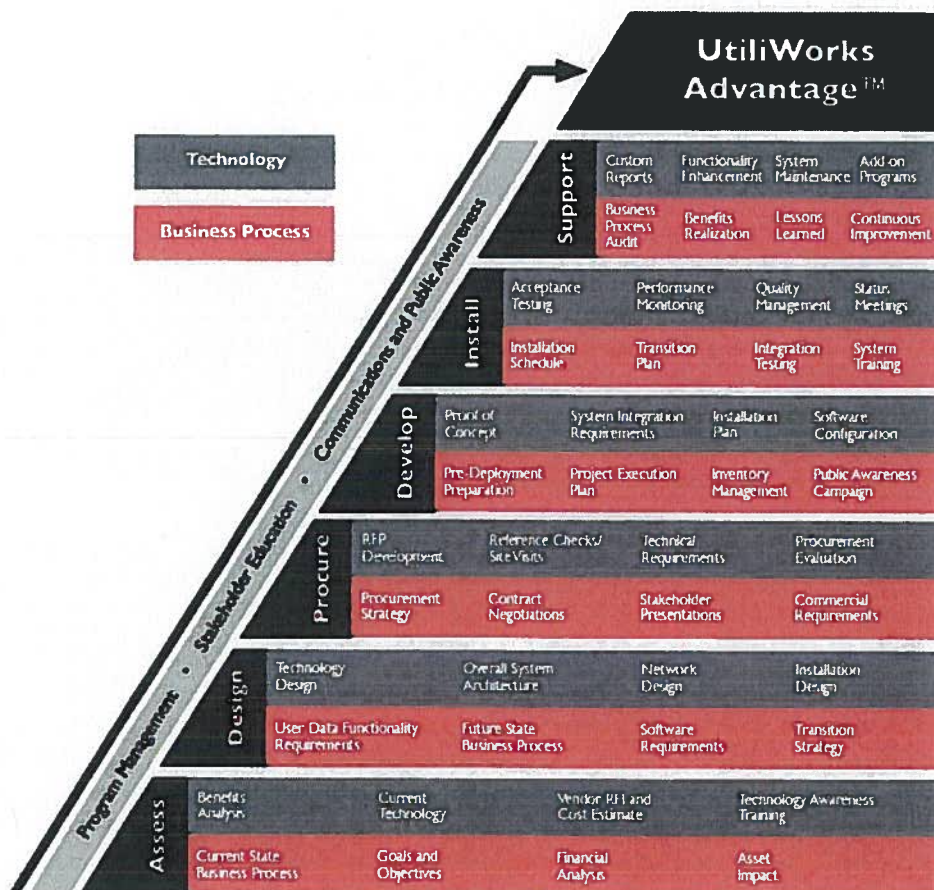


Figure 1 - UtiliWorks Advantage™ Methodology

2.3 Project Approach

In order to substantiate to Riverside that UtiliWorks has a solid understanding of the current situation and needs, we have provided the following point-by-point response to the primary tasks identified in the RFP. Each subtasks corresponding to the pricing document are highlighted.

TASK 1 - PROJECT PLAN REVIEW

UtiliWorks team will work closely with RPU's staff to accomplish the following subtasks under the Project Plan Review:

(1a) Consultant shall review the options outlined in the proposed project plan, assess RPU's current capital investments, systems, architecture, and asset utilization outlined in the project plan, and make recommendations that maximize current investments wherever possible.

Response: UWC staff has worked with every vendor mentioned in the proposed project plan, and is well-versed in their technology offerings. Understanding the investments

that Riverside has already made relative to advanced metering and accompanying software packages is important, but so too is understanding how the existing infrastructure can integrate and operate with the various vendor solutions. UWC staff has extensive experience in evaluation and assessment of capital investments, system architectures and, effective asset use. Building a plan that maximizes existing infrastructure is a complex undertaking, but one that can ultimately generate a higher payback. Specific UWC clients in this area include Bermuda Electric Light Company (BELCO) and Chelan Public Utilities District (WA).

(1b) Consultant shall review options outlined in the project plan and make recommendations for a fixed network(s) to support electric and water meters, validating benefits, configuration, reliability, long-term growth potential, and cost compared to alternative options.

Response: UWC has worked with a wide variety of advanced metering providers including (not limited to) Itron, Sensus, Elster, L+G, Aclara, Tantalus and has developed a very clear understanding of capabilities, configuration, reliability, and comparative costs. We maintain a vendor database that includes fixed network design and interoperability information, which is frequently updated based on new product roll-outs. UWC has also conducted cost-benefit analyses for a wide variety of utility clients and will leverage that experience and information to provide Riverside with an updated perspective on costs and reliability related to various systems. Given Riverside's previous investments in AMR technology and non-depreciated meter assets, identifying a vendor whose solution can support the continued use of these assets will be key to supporting the best business case.

(1c) Consultant shall review proposed communications methods to ensure reliability, throughput, functionality and cyber and physical security.

Response: UWC has extensive experience with advanced metering communications approaches, including reliability, throughput, functionality, and cyber and physical security. We have engineers on staff and have access to cyber security experts who specialize in the U.S. utility space and its requirements. Sample clients include BELCO and Chelan PUD (WA).

(1d) Consultant shall confirm existing water meter inventory and develop a plan to replace or retrofit meters based on age and condition.

Response: UWC has extensive experience with water meters and their capabilities, and our current proposal is based on an evaluation of existing inventory data. We have experience with both replacement and retro-fit with a wide variety of meters. Our plan for Riverside would take into account the age of meters and Riverside's existing meter replacement policies. In the past, we have recommended plans where meters over a certain age (i.e. 10 years) were replaced, those under that age were retrofitted, and new service installations and ad-hoc meter replacements were performed with smart meters. We have worked with City of Ruston (LA), City of San Marcos (TX), and Long Beach Gas & Oil/Long Beach Water Department (CA) on these types of projects.

(1e) Consultant shall review options for commercial meters and make recommendations for installation of new meters that are supported by selected fixed network(s) and offer the appropriate level of functionality at the best cost.

Response: Our team includes several metering subject matter experts who have worked with our clients to assess the best fit for their metering needs, both functionally and with regards to installation. Our previously mentioned vendor database also includes extensive information on metering capabilities. We have provided guidance for BELCO, City of Ruston (LA), Alameda Municipal Power (CA), Orangeburg Department of Public Utilities (SC), and others for both water and electric meters.

(1f) Consultant shall base recommendations for solutions on past project experience, industry best practices, lessons learned from implementations at other utilities, and subject matter expertise.

Response: UWC has experience with over 20 utility clients for similar projects and will provide recommendations based on broad and detailed knowledge of industry best practices. In addition UWC also has specific experience with California utilities such as with Alameda County Water District, Alameda Municipal Power, City of Azusa, Long Beach Water Department, Long Beach Gas & Oil, City of Roseville, City of Santa Rosa, and others. Our SME's have direct experience with Itron IEE, Harris (MeterSense), Oracle (MDMS), Siemens (EnergyIP), Tantalus, Itron metering, Tantalus, Sensus, Landis & Gyr, and Elster, as well as metering systems and AMI systems from most of the previously mentioned vendors. The lessons that UWC has learned from prior engagements will be leveraged to provide Riverside with optimal solutions to meet operational and business needs.

(1g) Consultant shall interview executive management and key stakeholders to validate short-term and long-term goals and objectives, review the benefits outlined in the project management plan, and validate the benefits to be attained with the selected solution(s).

Response: This is a primary component of UWC's approach to a project. Detailed interviews are always conducted with executive management and key stakeholders. UWC takes this further, as we endeavor to interview those who do the work and get their perspective, which we have found can be overlooked. Performing these interviews at all levels ensures that no group of stakeholders feels left behind or unimportant to the process, but also serves to create a baseline understanding across the organization. We have performed these types of services for our utility clients such as BELCO, Chelan PUD, and City of Richland. Additionally, UWC has a proprietary online survey tool known as UtiliWorks Insight, which we can offer to our clients. It allows respondents across the organization to provide valuable feedback and data in an anonymous setting. A demonstration of this tool can be provided upon request.

(1h) Consultant shall validate use cases and costs and benefits of the solution, including equipment life-cycle, functionality, operating and maintenance costs, revenue assurance, operational savings, revenue and cash flow impacts, return on investment, and ability to integrate with current and future systems.

Response: This is absolutely a critical part of evaluation. Each of the use cases and cost/benefit analyses that were previously developed will be validated as part of our comprehensive financial model. Although this is typically part of an initial engagement with our clients, continuing evaluation of project benefits is critical to the success of a project. Benefits verification, as well as KPI development and tracking are the most direct way to validate the assumptions of the model, but also provide frequent checkpoints to assess areas for improvement throughout the project. Clients that have benefited from this perspective include City of Ruston (LA) and Orangeburg Department of Public Utilities (SC).

TASK 2 - SYSTEM IMPLEMENTATION PLAN

UtiliWorks utilizes a phased approach as has been described by Riverside (“crawl, walk, run, sprint”). Our methodology with respect to implementation of a fixed network/advanced metering infrastructure is to start with a pilot phase to minimize risk while achieving basic system functionality as early as possible in the project. This approach will allow Riverside to work with each vendor to identify and address issues, to test the system interfaces, and to design, develop and test the future state business processes prior to full deployment. The following Project Phasing diagram below illustrates the phases that generally occur during our engagement with utility clients.

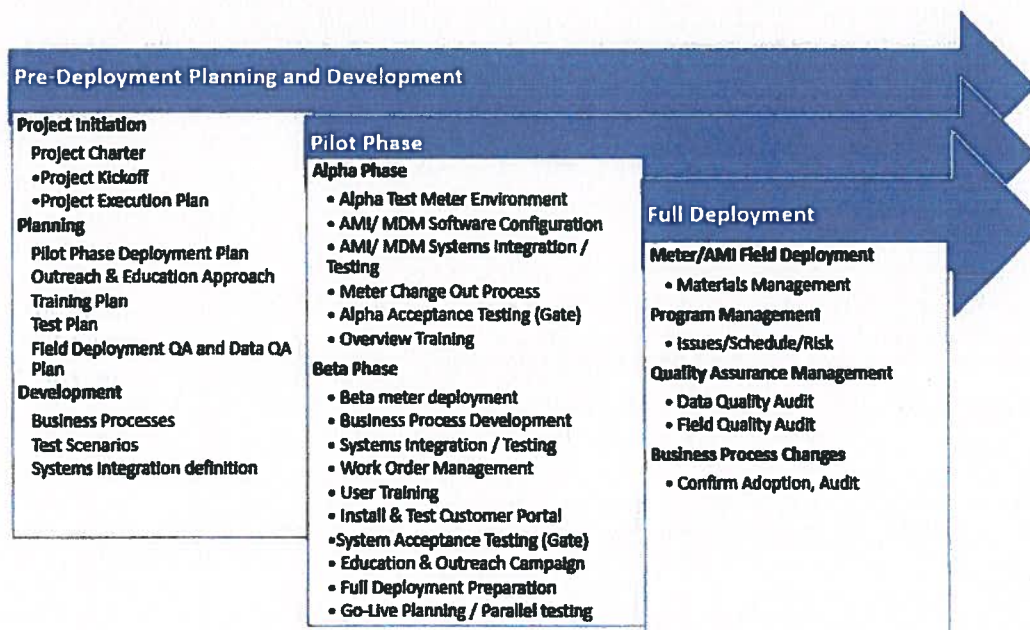


Figure 2 - Project Phasing Example

UtiliWorks will convert the existing project management plan into a system implementation plan, with considerations of our project plan review conducted in Task 1. Our typical system implementation plan consists of the following tasks.

(2a) Develop Pilot Implementation Plan

The Pilot project will consist of two distinct stages, an Alpha Pilot and a Beta Pilot. For both phases, UWC will work with the vendors and Riverside to develop the implementation plan for equipment location; required materials; expected services including testing and training; and, installation details.

Alpha Phase

The Alpha Phase begins with the “back end” of the system. A limited amount of metering hardware will be field-deployed during this phase. The phase involves installation of the supporting systems, most typically the AMI headend and MDMS. Focus is dedicated on the integration of meter data from the AMI headend to the MDMS and back to the CIS. The goal is to verify end to end connectivity inclusive of field devices through the communications network to the AMI Headend, MDMS and CIS.

During the Alpha phase, any work required to create the backhaul infrastructure is coordinated and completed in preparation for the Beta phase of deployment. Alpha development is generally conducted during the manufacturing lead times for ordered metering equipment.

To minimize risk, UWC recommends that a collector and a limited number of AMI devices be deployed in a laboratory environment or small pilot area to simulate the data streams of field-deployed meters in Beta and later phases. The philosophy here is to commit as little project funding as possible while proving basic concepts and making basic system functionality available earlier in the project. This ‘sandbox’ environment will facilitate development of the meter configuration and acceptance testing of various use cases, but will also be useful for testing of program enhancements and new meters and devices into the future. A quality gate exists at the end of the Alpha phase, specifying objective criteria to complete the Alpha phase and commence the Beta phase.

Beta Phase

The Beta Phase begins with field deployment of a pre-determined quantity of metering hardware and backhaul network infrastructure. Since the Beta phase cannot be entered without successful completion of the Alpha phase, basic meter reading and billing functionality is available immediately.

Business process changes and improvements are tested during the Beta phase, so that they can also be debugged prior to a production deployment. This provides the users time to adjust to new processes and procedures and builds a familiarity with the new systems and methods to be employed. During the Beta phase, additional functionality is added and tested in stages, with the goal to complete system integration and documentation activities prior to user training and system acceptance testing phases. Another quality gate exists at the end of the Beta phase, which allows passage into the User Acceptance Test Phase.

(2b) Develop Meter Configuration Specifications

UWC will guide Riverside and the respective vendor(s) through the development of meter configuration specifications for the electric and water meters. The meter configurations will be developed using vendor-supplied software. Once approved by

Riverside, each respective configuration will be communicated to the vendor for inclusion in the actual meters and devices from the factory. Part numbers will be assigned for future reference and a traceability matrix created.

(2c) Coordinate Development of the Mass Meter / Equipment Change-Out Plan

Field replacement of meter equipment and endpoints will occur during the Beta Pilot phase. UWC will coordinate with Riverside and, if applicable, an installation contractor to develop the plan underlying meter equipment change-out and endpoint deployment. The plan will identify the required field tools and vendor training for Riverside personnel to perform the change-outs. The plan will take into account the current state of systems integration and will develop processes for updating the CIS with new meter and meter device specifications, out reads, GPS coordinates and other device specific data and information.

UWC's mass meter/equipment change-out plan will include detail regarding routes, groups and schedules for meter change outs. The plan will also include a strategy for salvage and/or disposal of meters having been replaced and a discussion with Riverside about how long to retain removed meters to address high bill complaints. Implementation of this plan will occur during the Beta Phase.

(2d) Coordinate Development of the Field Equipment Quality Assurance Plan

Prior to commencement of the Beta Pilot deployment, UWC will develop the necessary processes to accurately disperse, track, and report on the movement of equipment from warehouse through to installation. UWC will also develop a strategy and tracking method for the salvage or disposal of removed meters. To facilitate the resolution of billing questions and possible customer complaints, UWC will also develop a plan for temporary storage and cataloging of removed meters. Based on our extensive experience, use of a third-party software package (or 'installer' package) that incorporates use of handheld devices with GPS tracking is highly recommended.

Keys to project success include the accurate recording and timely delivery of serial numbers, out reads, interval data and various meter parameters, geographic coordinates, digital pictures, and installation notes to the appropriate departments and systems at Riverside. UWC will work with Riverside to develop a strategy and processes for tight control and swift processing of this data to ensure a smooth transition to billing with AMI data. UWC will conduct training for appropriate Riverside personnel in the use of these processes and whatever tools are required.

(2e) Coordinate Development of the Systems Integration Plan

UWC will facilitate a workshop with the necessary Riverside personnel and the selected vendors to outline the systems integration plan and mechanics for each proposed interface. The plan will include the agreed upon integration methodology and the timeline for development and testing. The actual implementation of this plan will occur during the Alpha Pilot phase and successive iterations as needed will continue throughout the project.

(2f) Coordinate Development of the Communication Systems Backhaul Plan

UWC will work with the Riverside and the AMI vendor to establish the communications backhaul design for the AMI Pilot. The plan will include equipment location, bill of materials, Riverside personnel requirements, and schedule associated with implementing the AMI back haul. The actual implementation of this plan will occur during the Alpha Pilot phase.

(2g) Coordinate Development / Validate Test Plan

Critical to evaluating the success of the AMI Pilot and whether Riverside objectives are met is the plan and methodology for testing the installed product. Testing will include:

- Functional Testing (aka unit testing, aka application testing) - Vendor conducted software testing to ensure agreed upon configuration (with or without modifications) is delivered and working to specification.
- Integration Testing - end to end testing across all software applications included in the system (i.e., AMI headend, MDMS, CIS) to ensure data accuracy and timeliness. Testing to be collectively performed by vendor(s) and Riverside.
- User Acceptance Testing (UAT) - Customer led “real world” testing that validates that the system can support daily business and user requirements. It is not uncommon that new software will function as designed, but not as expected by the customer. Thorough UAT will capture inconsistencies and facilitate resolution. New and redesigned business processes are also tested during UAT.

UWC will review the proposed vendor(s) test plan submittals for completeness. Based on the user acceptance criteria outlined in each vendor contract and the requirements set forth by Riverside, UWC will work with the vendors to supplement those plans as required. In addition, UWC will oversee Integration test and UAT plan development in conjunction with the vendors and Riverside. UWC will develop a proposed testing schedule and specify what testing will be conducted during the Alpha Pilot Phase and the Beta Pilot Phase.

The testing process will include the creation of a uniform Test Management Document, pertinent use cases and test scripts, and a formal method for recording, compiling and reporting the test results. UWC will develop a defect reporting and tracking methodology to track those test results that fail and ensure resolution.

(2h) Coordinate Development / Validate Training Plans

Benefits of the new systems cannot be realized without effective training of Riverside personnel who use and support them. UWC will review the proposed vendors training plan submittals for completeness and supplement the plans as required. UWC will also attend each vendor training session to ensure continuity and provide insight based on our experience in deploying AMI systems. At a minimum, the following training will occur:

- Alpha Training
- System Training (Vendor)
 - AMI Headend Overview Training
 - AMI Infrastructure Training

- MDM System Overview Training
- Business Process Training (UWC)
- Beta Training
- End User Training (Riverside)
- Business Process Training (Riverside)

UWC will work with the vendors and Riverside to identify the participants for each session and establish the proposed training schedule over the course of the Alpha Pilot Phase and the Beta Pilot Phase. The goal is that all employees that will interface with the newly deployed technology become informed and feel a part of the project.

TASK 3A - IMPLEMENTATION SERVICES PART A

The following provides UWC's response to point a. System Architecture and point b. System Engineering for Task 3 Implementation Services in the RFP. UWC SME's have extensive experience with development of cost-effective (acquisition and maintenance) system architectures for utilities, both 'stand-alone' and 'integrated'. Based on our deep experience with municipal utilities, we are able to work with the utility as well as the 'city' to help develop and deliver a platform that will serve both the utility and the city in the most cost-effective manner (including hardware, software, integration, and maintenance costs). Our SME's have extensive experience with utilities and other very large organizations in developing and implementing highly integrated systems that are cost-effective and highly functional.

There are multiple types of system diagrams related to a fixed network implementation and UWC will provide at least two types:

- Network diagram - this will be a general physical connection diagram that depicts how systems are connected from a physical and network perspective.
- Application diagrams - These diagrams will depict the data connections between existing applications within the 'network' and a future state diagram will show data flows between existing applications and projected applications.

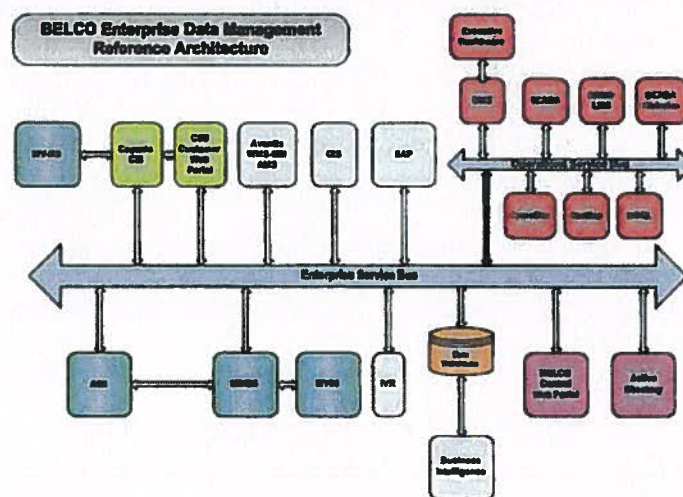


Figure 3 – Sample of IT Future State Architecture developed by UtiliWorks

(3a) System Level Architecture

UWC will outline the existing systems environment and business conditions and develop the high-level system design of the proposed solution. As a preliminary design document, it is intended to provide the project stakeholders a non-technical means by which to assess the functionality of the proposed system as well as to provide guidance to potential vendors for the detailed technical design of the project.

UWC will produce a memorandum that will include a high level system architecture diagram depicting the applications and interfaces.

UWC will use information from the proposed system design to develop a phased set of requirements for the systems environment. Subsequent to selection of vendors for AMI and MDMS, UWC will work with the vendors to establish baseline hardware and software requirements for the new systems. Those requirements will be provided to appropriate Riverside staff for review and comment. UWC will work with Riverside staff to optimize the environment design and to ensure that systems have sufficient resources. UWC will also work with Riverside to ensure that appropriate environments are available for development, testing, as well as production. In our experience, some vendors in the AMI/MDMS space underestimate the need for development and test environments.

UWC will produce detailed 'phase' documents including system hardware and software requirements, as well as 'connectivity' requirements and will work on an ongoing basis with vendors and with Riverside to ensure that systems are deployed as specified.

(3b) Develop Key Performance Indicators (KPIs)

UWC will work with Riverside to determine what (KPIs) will be included in the Benefits Verification program. This will be based on developments from workshops with the Riverside, identifying what objectives should be achieved and feasibility of tracking performance measurement (data availability, resource availability, etc.).

(3c) Adapt Use Cases

A use case is a methodology used in system analysis to identify, clarify, and organize requirements. UWC has developed a portfolio of standard, off-the-shelf use cases related to a fixed network deployment. UWC will lead a workshop with the appropriate Riverside personnel to review these off-the-shelf use cases and identify new use cases that will establish foundational requirements. Based on the feedback from the team, UWC will adapt our existing use cases and document new use cases accordingly.

(3d) Develop Requirements

The purpose of the requirements task is to identify Riverside's business and system requirements related to a fixed network technology project. UWC will lead a series of workshops with Riverside to discover and document the requirements underlying a fixed network deployment. Each topic specified below will warrant a deep dive with the relevant personnel to identify the details specific to Riverside.

- AMI System - UWC will start with our off-the-shelf compilation of standard AMI system functional requirements and supplement with those that are specific to Riverside

- MDM System - UWC will start with our off-the-shelf compilation of standard MDM system functional requirements and supplement with those that are specific to Riverside
- Installation - review the pros and cons of self-install vs. install contractor and establish preferred approach
- Meter and Meter Configuration - review meter and meter configuration preferences, meter age, replace vs. retrofit
- Systems Integration - identify standard interface protocol, determine interest in middleware solutions
- IT Infrastructure - review server/database preferences, test/development environment requirements, Software as a Service (SaaS) option, disaster recovery and backup services
- Communications Backhaul - current communications backhaul, preferred backhaul method(s), primary and secondary options

a. Fixed Network Implementation

b. Meter Implementation

The following provides UWC's response to point c. Fixed Network Implementation and point d. Meter Implementation for Task 3 Implementation Services in the RFP.

UWC has experience with most of the fixed network providers for metering. Our direct experience and knowledge includes the following fixed network systems for metering: Itron, Tantalus, Sensus, Landis & Gyr, Elster, as well as Neptune, Badger, and Mueller (specific to water). Further, UWC has a clear understanding of challenges specific to Riverside and will provide guidance (based on 'reality' and clearly defined cost/benefit analysis) on the best path to follow that ensures that Riverside optimizes the use of existing metering assets (both water and electric) while it moves forward with enhanced capabilities.

The first task to address point (c) Fixed Network Implementation and (d) Meter Implementation is procurement of the fixed network and meters.

Procurement

UtiliWorks' procurement consists of the following subtasks:

- **(3e) Procurement Strategy**
UtiliWorks will conduct a procurement strategy meeting with Riverside. We will discuss different AMI implementation options/scenarios and the critical RFP requirements, including the option to solicit multiple vendors for separate components of the system (meters, registers, reading devices, data collection system and meter data management system). The intent of this session is to ensure Riverside is aware of all the different possible approaches before beginning work on the actual RFP.
- **(3f) Purchasing Requirements**

It is critical for every utility issuing an RFP to have clear terms, conditions and exceptions to protect the utility's interest. UtiliWorks will provide guidance to Riverside to ensure definition of the purchasing requirements (insurance, legal, vendor submission) needed for the RFP and the schedule of events is completed. The purchasing requirements will comply with Riverside and State of California policies.

- **(3g) RFP Development**

UWC will consolidate the information compiled during the previous tasks and use them as the basis to prepare the RFP scope of work to solicit proposals for AMI equipment & software systems, MDMS, integration, installation, and/or professional services vendors. Requirements are developed based on the business requirements defined by the owner and incorporated into the RFP(s) to provide the vendor community with the necessary information to prepare a robust response. UWC will lead meetings (virtual whenever possible to minimize time and cost) and elicit additional information from Riverside staff to ensure all required stakeholder requirements are included. Evaluation criteria are developed to ensure an objective evaluation of all proposals submitted.

The RFP scope will be incorporated into Riverside's standard boilerplate language and reviewed with the Riverside team. UWC will work directly with Riverside's purchasing and legal teams to ensure the language is specific and appropriate for the RFP. It is anticipated that there will be several iterations for the RFP draft creation and the RFP draft review until we reach to the point where the RFP is complete and acceptable for publication.

- **(3h) Proposal Solicitation, Evaluation and Selection**

UtiliWorks will manage the RFP process to the extent agreed upon by Riverside. This includes advertising and publishing the RFP, conducting a pre-proposal meeting, managing and responding to vendor questions, evaluating the RFP responses. Our team will conduct an objective analysis of the proposals according to the evaluation criteria established in the RFP development task. The results will be a ranking of the proposals and ultimately, a short-list of recommended candidates. UWC will recommend evaluation presentations of the short-list candidates.

After the conclusion of the short list presentations, UWC will work with Riverside to arrive at a recommended vendor to begin contract negotiations. Riverside's feedback from the short list presentations will be documented to support the final recommendation. As previously mentioned, UWC has worked with many of the vendors in this space, and is often able to secure price reductions in the order of 5-10% of total project cost on behalf of our clients in these negotiations.

TASK 3B - IMPLEMENTATION SERVICES PART B (OPTIONAL)

As described in Task 2 - System Implementation Plan, UtiliWorks proposes a phased approach which consists of a Pilot Deployment (Alpha phase and Beta phase) and a Full Deployment.

Pilot Deployment: Alpha Phase

(3i) *Oversee/Conduct Integration Testing*

UWC will oversee and execute the Test Plan developed during the System Implementation Plan task. The test plan will outline the system acceptance, systems integration, and business process testing that will occur during the Alpha Pilot and the Beta Pilot, respectively. Specifically, UWC will:

- Ensure the test plan is communicated to Riverside and vendor test teams and understood prior to execution of the specified tests
- Lead the creation of test scenarios and test scripts - unless the vendor provides test scripts that are deemed satisfactory by UWC
- Coordinate scheduling and execution of the testing
- Monitor and document test results
- Establish a defect tracking process and train the test team
- Monitor defects/problems reported by the test team, facilitate assignment of problems for resolution, and ensure retest by the test team

UWC will supply Riverside with the documentation of the test cases and test results for the Alpha and Beta Pilot.

(3j) *Oversee/Conduct Training*

Effective and timely training for Riverside personnel is critical to success of the metering infrastructure upgrade project. UWC will oversee and execute the Training Plan developed during the System Implementation Plan task. UWC has identified the following training requirements:

- Alpha Pilot Training
 - System Training (Vendor)
 - Fixed Network Training
 - Communication System Training
- Beta Pilot Training
- End User Training (Riverside)

UWC will coordinate the timing and delivery of on-site vendor training during the Alpha Pilot and coordinate with Riverside regarding the availability, suitability and readiness of a training environment. The system training that will occur during Alpha is reserved for the core project team members as identified by Riverside. UWC recommends that the core project team conduct the End User Training during the Beta Pilot. This will reinforce the team's knowledge and ownership of the newly deployed system.

Pilot Deployment: Beta Phase

(3k) *Lessons Learned Workshop*

Upon completion of the Beta phase of the pilot, UWC will coordinate a Lessons Learned workshop to solicit feedback from various staff members on the performance of the pilot. Goals of this workshop are to identify any potential issues, normalize any outstanding questions, and gain alignment with the project team members. The focus of the workshop will be to determine what worked, what did not work, and what would Riverside have done differently during the pilot. UWC will document these findings and provide it as a deliverable to the team to assist in guiding the project into full deployment.

Full Deployment

Community/Customer Engagement

As important as migrating to smart metering is to the operation of the utility, it is equally important to the individuals and families who benefit from the service provided by the utility. Actively engaging and educating RPU's customer base is critical to the success of the program. It will be important for RPU to address and mitigate risks before they arise, and to control the messaging around the program to combat misinformation and misperceptions surrounding the new technology and its implications for the community. UtiliWorks looks forward to the opportunity to work with RPU's marketing group in the following ways to accomplish these tasks:

(3l) Campaign Design

UtiliWorks will develop a public awareness/communications campaign that is lock-step with the pilot and full deployment schedule. The program will enhance internal project communications for all utility departments and will foster proactive communications with RPU's customers and other external stakeholder. UtiliWorks will schedule discovery sessions with Riverside to address the following:

- Outline goals, objectives, and strategy of the program
- Identify topics and the communication channels that will be leveraged for both internal and external customers
- Establish the means to measure the success of the program
- Finalize (baseline) the MS Project Plan that will serve as the guideline for the project deliverables. The plan will be updated periodically to reflect changes to the public awareness campaign and the deployment schedule

(3m) Internal Organization Awareness

As part of the discovery sessions, UtiliWorks will work with Riverside to identify the key topics that will drive the content of RPU's organizational awareness campaign.

Topics may include:

- The metering infrastructure upgrade project benefits and information sharing
- Transitional change effecting the organization
- Theft Detection and Enforcement Policy
- Green Initiative Concepts developed in conjunction with the metering infrastructure upgrade
- Areas of concern including – RF hazards, Privacy, Cyber Security, etc.

UtiliWorks will work with Riverside to develop the content appropriate for internal staff that will be published at various stages of the project. The content may be published

via an e-mail newsletter, printed flyers, or other formats as deemed appropriate by Riverside. UtiliWorks will also support Riverside in its effort to present this information to staff and field questions accordingly. UtiliWorks will also develop surveys to elicit feedback from the organization on topics approved by Riverside. At the end of the organizational awareness campaign, the feedback will be compiled, analyzed and provide to Riverside in written format.

(3n) Customer Communications

UtiliWorks will work with CLIENT to develop the content for a variety of customer notifications based on the outcomes from the initial discovery sessions. Customer notification channels may include:

- Door hangers
- Status letters
- Press releases
- Brochures

UtiliWorks will assist Riverside in releasing the information at the appropriate time to the customer base. Many of these materials will be distributed in parallel with other information pieces.

(3o) Prepare & Deliver Monthly PR Status Reports

UtiliWorks team will deliver status reports on a monthly basis to formally communicate the progress made on the Public Awareness Campaign (PAC). The PAC report will be supplemental to the overall program management project status report.

Organizational Transition

UtiliWorks refers Organizational Transition as “Business Process Re-Engineering”. A Business Process Re-Engineering (BPR) will provide an understanding that business process changes will impact all stakeholders no matter the level of technical expertise they possess. BPR attempts to document current state and develop future state business processes based on the fixed network technology deployed. Our methodology for BPR is presented in the following tasks. Note: The Business Process Re-Engineering workshops will occur concurrently with the metering infrastructure upgrade (through Pilot and Full Deployment).

(3p) Mobilization & Discovery

UtiliWorks will conduct onsite workshop (supplemented by webinars as needed) with Riverside’s Core Team in order to discover the Core Business Process Flows.

(3q) Current State

UtiliWorks will conduct one (1) onsite workshop (supplemented by webinars as needed) with Riverside’s Core Team in order to develop and map out the Core Business Process Flows. These efforts may be blended with other business process efforts to be performed by the vendors. In addition, UtiliWorks will survey existing or related business process documentation developed by Riverside. This effort is a necessary component of a successful metering infrastructure upgrade project in order to maximize the use and benefits of the systems. Potential core business processes that may be detailed are:

- Meter Change-Out
- Energy Management

- Voltage Management/Control
- Billing
- Customer Inquiry and Response
- Non Pay Disconnect/Reconnect
- Move-In/Out

Additional processes will be added as necessary and identified through the business process flow development. This first pass will focus on the current state of each business process to clearly document how each respective process works today at Riverside. UtiliWorks will also leverage information that was gathered during the previous phases.

(3r) Future State

Proposed Future State

Pass 2 is the second of three onsite business process workshops that are planned for the development of the Business Process Flow. This second pass will focus on the development of the future state of each business process utilizing the new business applications (Fixed network infrastructure and meters) and the interfaces that will be deployed. The business processes from current state will be adapted and enhanced to reflect the adoption of the new systems.

UtiliWorks will also lead the Riverside team in the creation of a System Data QA Responsibility Matrix during the business process development. This matrix will identify Riverside's process owners, priorities, and the schedule for various reports, alarms and events.

As-Built Future State

The third of three onsite business process workshops (supplemented by webinar as needed) scheduled with Riverside. This effort will focus on finalizing the future state of each business process utilizing the new business applications and the interfaces that will be deployed. It will also review the "as-configured" processes as a final documentation of what ultimately is implemented into the operational environment. More information will be available to the process owners to understand how each system is configured during the Beta Phase so to refine and finalize each core business process.

Upon completion of the core business process workshops, UtiliWorks will supply Riverside with documentation of each of the core business processes and the Data QA Responsibility Matrix. This documentation will serve as a valuable reference for Riverside personnel who will be responsible for oversight and maintenance of these processes and as a training tool for new employees.

Resource Allocation

With a metering infrastructure upgrade, UtiliWorks understands that roles and responsibilities may change/be reduced. Another workshop will be conducted to determine Riverside's resource allocation moving forward with a fixed network deployment and beyond. UtiliWorks helps Riverside determine and anticipate potential temporary and permanent positions that may be required. For example:

- Temporary Positions
 - IT Integration Support
 - Fixed Network Tech Lead

- Add-on Technology IT Lead
- Full Time/Permanent Positions
 - Program Manager
 - Fixed Network Associate
 - Fixed Network Technician
 - Meter Technician
 - Revenue Protection Analyst
 - Revenue Protection Field Investigator
 - Etc.

(3s) Training & Audits

Once UtiliWorks and Riverside have finalized the Future State Business Processes, UtiliWorks will develop a training plan and training documentation for all users for each new business process. UtiliWorks will return later to audit users on each business process to verify business processes are performed as designed.

Security

UWC has provided guidance to utilities seeking to implement and expand fixed network technologies. We work with our clients and vendors to ensure that physical and cyber security requirements appropriate to the client are met. We take into consideration potential exposures as well as specific requirements depending on the utility. For example, some of our clients are involved in generation, and transmission as well as distribution, which requires a much higher level of attention to security.

In addition to 'in-house' staff with expertise in physical security, cyber security as well as system reviews and performance such as system reliability, we will engage recognized security experts that UWC has relationships within the areas of physical and cyber security to evaluate both the current and proposed environments and provide recommendations.

(3t) Physical Security

UtiliWorks will review Riverside's physical security documentation in relation to NERC-CIP and will inspect a sub-set to ensure that requirements are met.

(3u) Cyber Security

UtiliWorks will review Riverside's cyber security documentation in relation to NERC-CIP and will inspect a sub-set to ensure that requirements are met. Note: Intrusion testing is not included, but can be provided as an option.

(3v) System Reliability Requirements

UtiliWorks will review Riverside's current environment in relation to mandated system reliability requirements and provide an overall assessment and documentation.

TASK 4 - INTEGRATION SERVICES (OPTIONAL)

UWC has worked with a number of utilities to integrate new systems and services specific to advanced metering, including comprehensive integration of AMI/MDMS with systems that included Customer Information Systems (billing), Outage Management Systems, IVR, and Pre-

pay. Depending on the utility's capabilities for long term support, integration approaches have included file transfer, MultiSpeak, Enterprise Service Bus, or hybrid (MultiSpeak and Enterprise Service Bus). There is no single answer for any client. In some cases a mix of application integration approaches is a better fit than a 'single' approach. UWC recognizes this and takes this into consideration for each client.

(4a) Integration Framework

Based on the information provided and reviewed by our team, the City of Riverside has implemented an SOA/ESB environment. The evaluation provided by a previous contractor will be evaluated in conjunction with information that will be gathered by a series of interviews and incorporated into a recommendation for future environment that will leverage existing investments with improvements that ensure scalability (within reasonable expectations), and that ensure that data transfers between applications are both secure and accurate. In previous engagements, we have been able to guide improvements to existing integrations as well as incorporate new integrations that are not 'visible' to 'end-users', while increasing performance and reliability. One of our primary goals is to ensure that our client is provided with an integration environment that can be extended and that does not require significant effort to maintain and operate. Any recommendation to revise or change an integration framework or platform will be fully explored and related costs and benefits will be provided. One of the primary goals of an SOA/ESB environment is to limit the number of 'point to point' integrations between applications. This is especially important in a 'Smart Grid' environment as there are multiple systems that can and will benefit from use of the same data. Examples include: AMI outage data that can be used by both an MDMS and an Outage Management System (OMS).

UWC staff has experience in this area and our SME's have experience with previous employers in delivering and providing optimized performance based on an integration framework (or foundation). The goal is to create or enhance the foundation for current application integrations and provide a platform that will support future integrations.

(4b) Meter Data Management System Implementation

UWC has coordinated selection and implementation of Meter Data Management System (MDMS) for a number of utilities. Our staff has direct experience with Harris MeterSense, Oracle MDMS, Siemens EnergyIP, Elster EIServer, and Itron IEE implementations and fully understands the pros, cons and impacts of each implementation, including integration and configuration. Selection of an MDMS is complex and requires significant effort on the part of the consultant and the client.

Implementation requires considerable effort on the part of the client and staff must be available throughout the project to ensure a successful implementation. From a pragmatic perspective, the effort required to implement a MDMS is very comparable to the effort required to implement a new Customer Information System. In order to implement an MDMS, essentially all meter related billing aspects have to be tested before the new system is placed into production.

Given that both Itron MV-RS and MV-90 (commercial accounts) are moving toward 'end of life', implementation of an MDMS that can deal with both advanced meters and 'old-school' meter reading will be critical. From a very practical perspective, and all utilities need to

understand this, there will always be some meters with manual reads (whether due to physical conditions or 'opt-out'). UWC's cost proposal covers all of the options.

(4c) Interface with Customer Information System

UWC has worked with a number of Customer Information Systems and Meter Data Management Systems for our clients. Customer Information Systems include: Harris Cayenta, Oracle CC&B, Harris Northstar, and others. Meter Data Management Systems include Harris MeterSense, Oracle MDMS, and Siemens EnergyIP. Integration includes aspects such as billing, synchronization with the AML system, synchronization with GIS, synchronization with asset management (each utility has somewhat different requirements), and synchronization with a Work Order System. We have worked with BELCO, Alameda Municipal Power (CA), Orangeburg Department of Public Utilities (SC) and others to successfully develop and implement these interfaces and integrations.

(4d) Other Interfaces (as identified)

Based on information provided in the RFP and a report generated from a previous consultant, there are a number of integrations that we have allowed for in our proposal. These integrations include the following (via an ESB: GIS, ODMS, OMS, SCADA (we are fully conversant with security restrictions related to the operational distribution system), IVR, PrePay via Oracle Fusion. Although Oracle Fusion may have some limitations, migration to a different platform (other than Oracle SOA Suite) would have significant costs and impacts. UWC has worked with other ESB platforms including TIBCO Active-Matrix BusinessWorks and Microsoft BizTalk, but at this very preliminary stage does not recommend a platform change unless there are significant problems with the existing platform or the vendor has indicated that the current platform will be discontinued in the near future (5 years). Our cost proposal includes the specified applications. Additions would be subject to a 'Change Order'.

TASK 5 - PROJECT MANAGEMENT SERVICES

Our appointed project manager will work with Riverside's team to develop a detailed project plan, which is used to guide and control all tasks and services associated with the metering infrastructure upgrade project. The project plan identifies each individual task via a detailed work breakdown structure (WBS) that includes the level of effort required to complete tasks, timeline for completion of tasks, dependencies (predecessor and successor relationships), responsible party (vendor, client, etc.) and current status of each task.

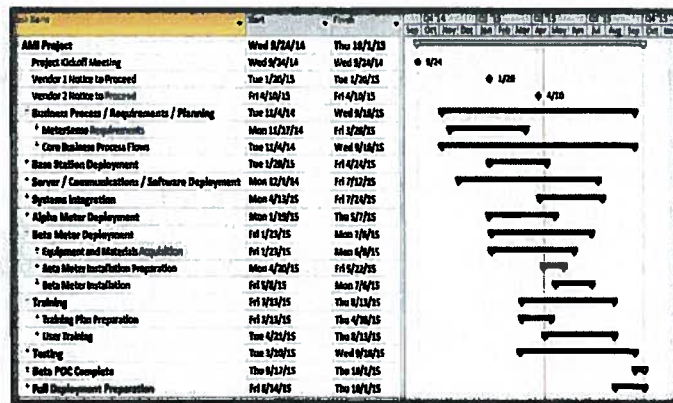


Figure 4 - Example Project Plan

In being tasked with day to day vendor management, we lessen the burden on your organization and free up your resources. As the supporting project manager, UtiliWorks will

provide vendor contract administration and management services. We will review all vendor invoices and compare the proposed payment request to the contracted milestones.

Another key role as Riverside's supporting project manager is to create and maintain open communications among all stakeholders. Our project manager will lead formal, re-occurring status meetings with the core team members to ensure that the project tracks to the milestones set forth in the project plan. Additionally, we are in constant communications with various project participants, following up on action items, work products, and fielding questions on a daily basis.

There are several administrative tools we utilize to communicate program status. These include Microsoft Project, Microsoft SharePoint (a shared web based calendar, tasks and file access platform) and GoToMeeting (a web based meeting platform). These tools assist us in initiating and tracking projects, capturing data, storing and sharing project documents, maintaining schedules, scheduling events, reporting results, and publishing documentation related to each project and task.



Figure 5 - Example SharePoint Site

Field Supervision and Quality Control

UtiliWorks will work with Riverside and the designated installation contractor to coordinate the development of a Field Deployment Mobilization Plan. This plan will detail processes for: supply chain, contract employee protocols, field operation activities, warehouse functions, training, local hiring requirements, etc.

UtiliWorks will provide structured field supervision oversight and inspection of the day-to-day field activities to ensure that all project components are executed in a timely, organized fashion and completed to the project definition and expectations. We will work together with Riverside to institute an overall Quality Management program for the deployment.

Activities will include: inspect materials, installations, and system performance for conformance with specifications, workmanship, and performance requirements. We will provide ongoing planning, troubleshooting, and support to assist with day-to-day management of the system's implementation. As is outlined in the figure above, each project participant will

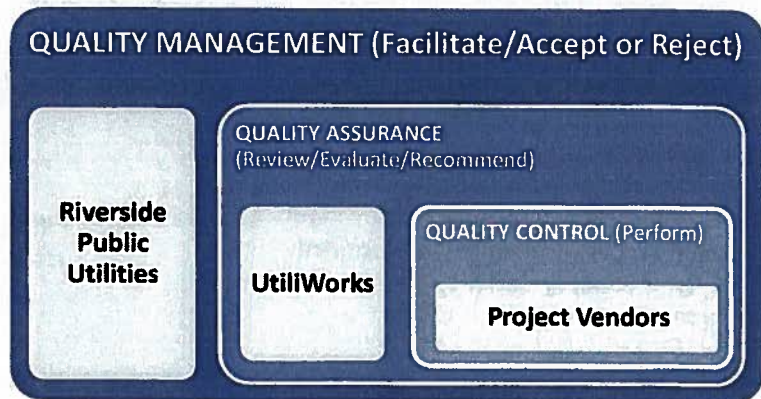


Figure 6 - Project Quality Levels

have specific roles and responsibilities as it relates to the overall quality program.

Management responsibility encompasses establishing a high-level presence and environment to facilitate activities and a fundamental commitment to quality. Each vendor will be responsible for quality control efforts as it relates to their contracted scope of work. UtiliWorks will oversee the quality assurance program including, but not limited to the following tasks: checking vendor supplied documentation, witnessing vendor operations, inspections, and tests, performing independent inspections and tests to verify vendor results.

(5a) Task 1 Project Management Services

Project Management hours required for coordination of services as described in Task 1.

(5b) Task 2 Project Management Services

Project Management hours required for coordination of services as described in Task 2.

(5c) Task 3 Oversee/Support the Alpha Pilot Deployment

UWC will execute the Pilot implementation plan underlying the Alpha Pilot, as developed during the System Implementation Plan task. Alpha deployment is generally conducted during the manufacturing lead times for ordered equipment. Tasks to include:

- Coordinate with Riverside to setup the Alpha Pilot Test laboratory/small pilot area
- Coordinate delivery, inspection, acceptance, and installation of the computer hardware and related peripheral devices for setup of fixed network application platforms
- Coordinate the fixed network software installation and configuration
- Coordinate the development and deployment of each respective system integration
- Coordinate the acquisition of equipment and deployment of the backhaul infrastructure in preparation for the Beta Pilot phase

A quality gate exists at the end of the Alpha Pilot phase outlining the objective acceptance criteria to signify the completion the Alpha phase and commencement of the Beta phase.

(5d) Task 3 Oversee/Support the Beta Pilot Deployment

UWC will execute the Pilot implementation plan underlying the Beta Pilot as developed during the System Implementation Plan task. Tasks to include:

- Coordinate the mass meter/meter equipment change out for electric and water meter endpoints
- Coordinate the deployment of the fixed network backhaul infrastructure components and related equipment

The Beta phase will begin with the field deployment of the pre-determined quantity of meters, meter related equipment, and backhaul network infrastructure. Since the Beta phase is entered after successful completion of the Alpha Pilot, basic meter reading and billing functionality is available immediately to support testing throughout the Beta deployment.

Changes to the core business processes (as presented in Organizational Transition section) are tested during the Beta phase with the goal that these processes be completely debugged and usable before the production stage of deployment begins. This is to ensure that users are provided enough time to become familiar and proficient with the new business processes prior to mass deployment.

During the Beta phase, additional functionality is added and tested in stages, with the goal to complete system integration and documentation activities prior to user training and system acceptance testing. Another quality gate exists at the end of the Beta Pilot deployment, which allows passage into User Acceptance Testing.

(5e) Task 3 Full Deployment Oversight

Upon Riverside acceptance of the Pilot and approval to proceed, UWC will oversee and guide Riverside through full deployment of the remaining Electric/Water meters and fixed network infrastructure. Tasks will include, but are not limited to:

- **Project Initiation** - UtiliWorks will hold an on-site kickoff meeting with stakeholders and project team members (including vendor partners) to review the full deployment scope, timeline, communications plan and housekeeping items
- **Vendor Coordination** - UWC will coordinate the acquisition and scheduling of the fixed network system infrastructure equipment, meters, endpoints, and all other equipment required for full deployment
- **Data Monitoring and Troubleshooting** - UWC will assist Riverside in monitoring the data transmitted from the meters/endpoints to identify issues that may occur when new meters/endpoints are installed
- **Weekly Team Meetings** - UWC will oversee weekly meetings with all project team members. UWC will coordinate with Riverside and vendors to ensure all key personnel are in attendance.

(5f) Organizational Transition Project Management

Project Management hours required for coordination of services as described in Task 3's Organizational Transition work (subtask 3p, 3q, 3r and 3s).

Tab 3 - PROJECT SCHEDULE

The following project schedule is provided as an estimate of the level of effort required to accomplish Riverside's goals and objectives as defined in the RFP. It does not represent a full-fledged project plan, and it is our intent to define a more comprehensive plan in conjunction with Riverside staff.

This preliminary high-level project schedule provided is also based on UWC's experience with a number of California municipal utilities including Alameda Municipal Power, City of Roseville, City of Santa Rosa, City of Long Beach Gas and Water Departments, City of Signal Hill and Alameda County Water District. The aforementioned projects have included similar requirements as well as procurements that had to meet local and state government requirements, including prevailing wage requirements for installations. Our project schedule is based on that understanding as well as clear focus on using existing infrastructure to the maximum extent possible to mitigate unnecessary expenses to Riverside.

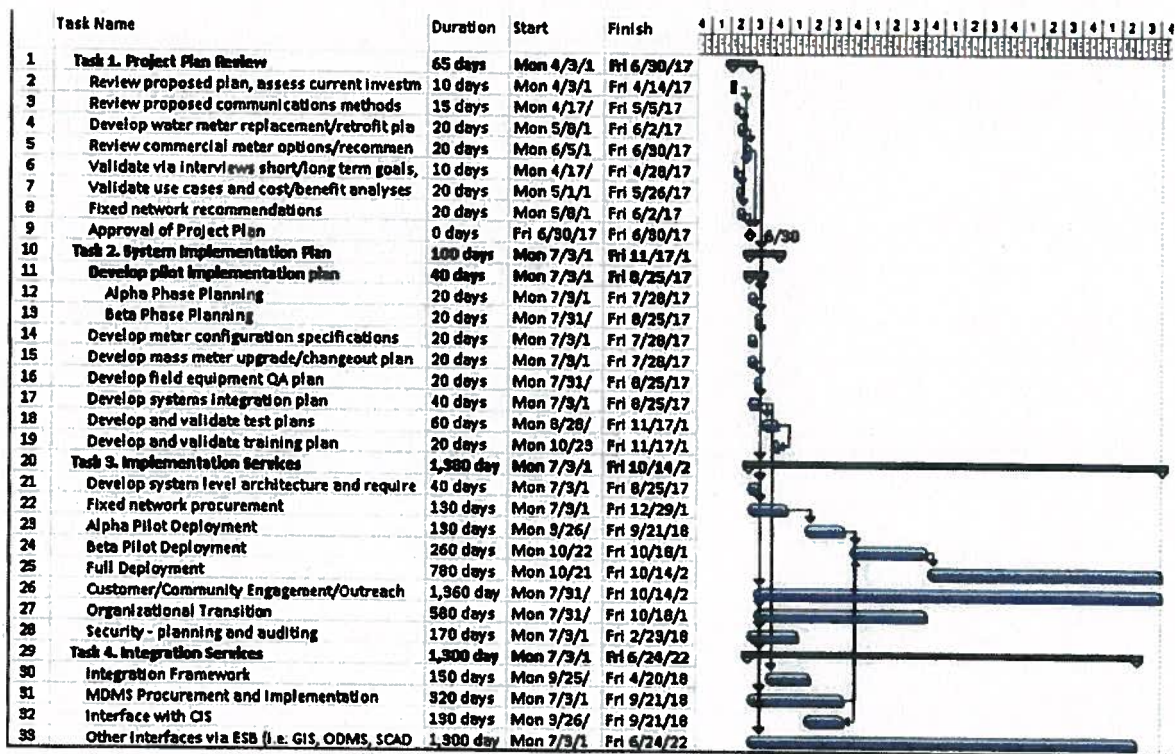


Figure 7 – High Level Project Plan for Riverside Metering Infrastructure Upgrade Project

Tab 4 - **PROJECT EXPERIENCE**

4.1 Company Overview

| Company Profile | | |
|----------------------------|---|---|
| Contact Information | 2351 Energy Drive STE 1010 Baton Rouge, LA 70808 Website: www.UtiliWorks.com | Dale Pennington, Managing Director Phone: 225-766-4188 Fax: 225-612-6404 Email: dpennington@utiliworks.com |
| Business Focus, Attributes | <ul style="list-style-type: none"> Professional services firm Advanced metering and associated technology design and implementation support Project management | |
| Company Information | Founded: 2005 Limited Liability Company FEIN: 20-5167904 DUNS: 825164713 | |
| Services | Feasibility Studies Strategic Planning Financial Modeling and Data Analytics RFP Development and Procurement Business Process Re-Engineering Systems Design and Integration Program Management Public Awareness and Education Expert Witness Testimony Revenue Assurance Grant Writing and Reporting Rate Studies | |
| Company Mission | Together with our clients, UtiliWorks advances business and technology solutions that strategically enhance utility operations. We focus on the delivery of your technology system and the requisite business process changes that will drive performance throughout your organization. | |
| Location | <ul style="list-style-type: none"> Corporate Office in Baton Rouge, LA Associate offices in CA, FL, GA, KS, LA, NC, NY, SC, TN | |
| Banking | Chase Bank 451 Florida St., 7 th floor Suite 726, Baton Rouge LA 70801 Attn: Michelle Boudreaux Phone: 225-332-7718 | |
| Insurance and Bonding | Juban Insurance Group 4319 Bluebonnet Boulevard, Baton Rouge LA 70809 Attn: Dave Peek Phone: 225-291-0405 | |
| Legal | Graves-Carley, LLP: 2137 Quail Run # B, Baton Rouge, LA 70808 Attn: Allen Graves Phone: (225) 757-7676 Fax: (225) 757-1771 | |

4.2 Project Map

Over the past 11 years, UtiliWorks has worked across the United States and abroad. The map and matrix that follow indicate the breadth of our experience and speak to UtiliWorks' ability to provide benefits for our clients regardless of their geography or topology. Our recommendations are informed by a detailed review of your utility's service area and unique characteristics.



Figure 8 - UtiliWorks Client Map

4.3 UtiliWorks Consulting Past and Current Projects Matrix

Please see the following page for UtiliWorks' list of past and current projects matrix. We have worked with multiple utilities across the United States in assisting them during the various stages of and advanced metering and fixed network deployment including: feasibility study, planning, design, procurement, and implementation.

*"UtiliWorks assisted with the AMI/MDMS contract negotiations with two separate vendors which proved to be a huge success" –
Dennis Pimentel, Vice President Grid Operations
Bermuda Electric Light Company (BELCO), Bermuda*

| UtiliWorks Project List | State | Meters | AMI/AMR | Meter Data Management | Strategic Planning | Business Case / Cost Benefit Analysis | Technology Procurement | Technology Review | Vendor Contract Negotiations | Business Process Re-Engineering | Systems Integration / Deployment | Data & Network Communications | Prepay | Project / Program Management | Acceptance Testing / Performance Review | Grant Writing | Marketing / Public Relations | Rate Study | UW Insight™ |
|---|-------|---------|---------|-----------------------|--------------------|---------------------------------------|------------------------|-------------------|------------------------------|---------------------------------|----------------------------------|-------------------------------|--------|------------------------------|---|---------------|------------------------------|------------|-------------|
| Alameda County Water District | CA | 68,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Alameda Municipal Power | CA | 35,000 | ■ | ■ | ■ | ■ | ■ | □ | ■ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Albuquerque Bernalillo County Water Utility Authority | NM | 172,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ | □ | ■ | □ | ■ | □ | □ | □ |
| Austin Water | TX | 220,000 | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Azusa Light and Water | CA | 53,000 | ■ | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Barbados Light & Power Company | N/A | 124,000 | ■ | ■ | ■ | □ | ■ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Bermuda Electric Light Company | N/A | 36,000 | ■ | ■ | ■ | ■ | ■ | □ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ | ■ | □ | □ |
| Brownsville Public Utility Board | TX | 93,000 | ■ | ■ | ■ | ■ | ■ | □ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ | □ | □ | ■ |
| California Public Utility Commission | CA | 46,000 | ■ | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Charlotte Water | NC | 280,000 | ■ | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Chelan County Public Utility District | WA | 51,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | ■ |
| City of Arlington | TX | 106,000 | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ |
| City of Buena Park | CA | 20,000 | ■ | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | ■ | □ | ■ | □ | □ | □ |
| City of Fort Worth | TX | 242,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ |
| City of Galena Park | TX | 3,000 | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ |
| City of Highland | IL | 11,200 | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Houston | TX | 478,000 | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Killeen | TX | 56,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | ■ | □ | □ | □ |
| City of Lawrence | KS | 34,000 | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Manassas | VA | 28,000 | ■ | ■ | □ | ■ | ■ | □ | □ | ■ | ■ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Minden | LA | 12,000 | ■ | □ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Monroe | LA | 23,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ | ■ | ■ | □ | ■ | □ | □ |

| | | | | | | | | | | | | | | | | | | | |
|---|-----|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Opelousas | LA | 7,500 | ■ | □ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Richland | WA | 44,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | ■ |
| City of Roseville | CA | 93,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ |
| City of Ruston | LA | 19,000 | ■ | ■ | □ | ■ | ■ | □ | ■ | ■ | ■ | ■ | ■ | ■ | □ | ■ | ■ | □ | ■ |
| City of San Marcos | TX | 31,000 | ■ | ■ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | ■ | ■ | □ | □ | □ | ■ |
| City of Santa Rosa | CA | 53,000 | ■ | □ | □ | □ | ■ | □ | ■ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Topeka | KS | 55,000 | ■ | □ | ■ | ■ | ■ | □ | □ | ■ | □ | ■ | □ | ■ | □ | ■ | □ | □ | □ |
| City of Vivian | LA | 1,600 | ■ | □ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| City of Wilson | NC | 71,000 | ■ | ■ | □ | ■ | ■ | □ | □ | ■ | ■ | □ | □ | ■ | □ | □ | □ | □ | ■ |
| City of Winnipeg | N/A | 184,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | ■ | □ | ■ | □ | □ | □ | □ | ■ |
| Colonial Pipeline Company | GA | N/A | □ | □ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | ■ | □ | □ | □ | □ | □ |
| Electric Power Research Institute | CA | N/A | ■ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Glendale Water & Power | CA | 119,000 | ■ | ■ | □ | □ | □ | □ | □ | ■ | □ | ■ | □ | ■ | □ | □ | □ | □ | □ |
| Grand Bahama Power Company | N/A | 19,000 | ■ | ■ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Huntsville Utilities | AL | 316,000 | □ | □ | □ | □ | □ | □ | □ | □ | ■ | ■ | □ | ■ | □ | □ | □ | □ | □ |
| Long Beach Gas and Oil | CA | 144,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ | □ | □ | ■ | ■ | □ | ■ | □ | □ |
| Long Beach Water Department | CA | 100,000 | ■ | ■ | ■ | ■ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | □ | □ | □ | ■ |
| Long Island Power Authority | NY | 1,300,000 | ■ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Los Angeles Department of Water and Power | CA | 2,060,000 | □ | □ | □ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Loudon Utilities Board | TN | 15,000 | ■ | ■ | ■ | ■ | □ | ■ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Nashville Electric Service | TN | 300,000 | □ | □ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | ■ | □ | □ | □ | □ | □ |
| North Marin Water District | CA | 20,800 | ■ | □ | ■ | ■ | □ | ■ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Orangeburg Department of Public Utilities | SC | 77,000 | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | □ | ■ | ■ | □ | ■ | □ | □ |
| Oshawa Power & Utilities Corporation | N/A | 55,000 | ■ | □ | ■ | ■ | □ | □ | □ | □ | □ | □ | □ | ■ | □ | □ | □ | □ | □ |
| Town of Danvers | MA | 44,000 | ■ | ■ | □ | □ | ■ | □ | ■ | ■ | ■ | ■ | □ | ■ | ■ | ■ | □ | □ | □ |

4.4 UtiliWorks Consulting References

Project 1

| | |
|--|---|
| Project Title: | AMI Implementation Project Management and Consulting |
| Client Name (i.e. Utility, Company, etc.): | Alameda Municipal Power, California |
| Description of Project: | <p>UtiliWorks Consulting was engaged by Alameda Municipal Power to perform an assessment and business case analysis for the potential deployment of an advanced electric metering system. The scope of this effort was to provide an independent assessment of the costs, benefits, opportunities and concerns related to a smart metering deployment and guide the decision making process. Specifically, UWC assessed the viability and Return on Investment (ROI) of an Advanced Metering Infrastructure (AMI) system for Alameda Municipal Power. UWC's findings and recommendations, including that of a preliminary deployment timeline, were presented to AMP's Public Utilities Board late January, 2016. UWC was then tasked with management the procurement phase, which takes the deliverables from the assessment phase and uses them as the basis to prepare the Request for Proposal (RFP) documents that are published to solicit proposals for AMI, MDM and meter installation services. Upon selection of the AMI & MDM vendors, UtiliWorks will assist Alameda Municipal Power with contract support services, and future deployment project management which will include systems integration, organizational review, and public awareness campaign.</p> |
| Project Start Date: | October 2015 |
| Project Duration: | Ongoing project |
| Did you manage contractors? | None |
| If yes, please list the name of the subcontractors and tasks that they were directly responsible for on the project: | N/A |
| Reference Name: | Steve Chiu |
| Reference Title: | Utility Information Systems Supervisor |
| Reference Email: | schiu@alamedamp.com |
| Reference Telephone No.: | (510) 748-3921 |

Project 2

| | |
|--|--|
| Project Title: | Consulting Services for AMI/MDM |
| Client Name (i.e. Utility, Company, etc.): | Long Beach Water Department, California |
| Description of Project: | UtiliWorks was hired to provide the Long Beach Water Department (LBWD) with professional services to deliver an AMI/MDMS Assessment and Strategic Roadmap. Tasks to include: update the AMI/MDM business case; develop related as-is current state operations, communications infrastructure, and IT systems; review, analyze and make recommendations related to LBWD's water conservation programs; and, develop desired data analytics by department. |
| Project Start Date: | November 2015 |
| Project Duration: | Ongoing project |
| Did you manage contractors? | None |
| If yes, please list the name of the subcontractors and tasks that they were directly responsible for on the project: | N/A |
| Reference Name: | Chris Garner |
| Reference Title: | General Manager |
| Reference Email: | chris.garner@longbeach.gov |
| Reference Telephone No.: | (562) 570-2001 |

Project 3

| | |
|--|--|
| Project Title: | Meter Upgrade Project - Advanced Metering Infrastructure |
| Client Name (i.e. Utility, Company, etc.): | City of Santa Rosa, California |
| Description of Project: | UtiliWorks was hired by the City of Santa Rosa to define their water AMI requirements and provide oversight on the development of their AMI RFP and procurement process. UtiliWorks was subsequently engaged to provide contract support services/negotiation with the selected vendors. Future tasks include deployment project management, systems integration, organizational review and public awareness campaign. |
| Project Start Date: | May 2014 |
| Project Duration: | Ongoing project |
| Did you manage contractors? | None |
| If yes, please list the name of the | N/A |

| | |
|--|--|
| subcontractors and tasks that they were directly responsible for on the project: | |
| Reference Name: | Kimberly Zunino |
| Reference Title: | Water Resources Sustainability Manager |
| Reference Email: | kzunino@srcity.org |
| Reference Telephone No.: | (707) 543-3960 |

Project 4

| | |
|--|--|
| Project Title: | BELCO Grid Modernization Project |
| Client Name (i.e. Utility, Company, etc.): | Bermuda Electric Light Company (BELCO), Bermuda |
| Description of Project: | UtiliWorks was initially hired to perform an AMI Business Case Assessment for BELCO. UWC was subsequently employed to perform an AMI and IT modernization planning effort, as well as oversee and support AMI/MDMS RFP requirements and procurement. UtiliWorks then assisted BELCO's contract negotiations with the AMI, MDMS, Meter Installation, Outage Management System (OMS), Prepay and Interactive Voice Response (IVR) vendors. UtiliWorks also provided an analysis and report on Revenue Protection and Distribution Automation. UtiliWorks is currently providing technical and deployment support for BELCO's Grid Modernization project which includes the following work streams: (1) Alpha & Beta Pilot Deployment, (2) Full Deployment, (3) Enterprise Service Bus (ESB), (4) OMS, (5) IVR, (6) Prepay, (7) Business Process/AMI organizational review, (8) Public Relationship Campaign. |
| Project Start Date: | September 2013 |
| Project Duration: | Ongoing project |
| Did you manage contractors? | Yes |
| If yes, please list the name of the subcontractors and tasks that they were directly responsible for on the project: | Synaptitude Consulting - IT integration services support |
| Reference Name: | Dennis Pimentel |
| Reference Title: | VP Grid Operations |
| Reference Email: | dpimentel@belco.bm |
| Reference Telephone No.: | (441) 298-6135 |

Project 5

| | |
|--|---|
| Project Title: | AMI Consulting Services |
| Client Name (i.e. Utility, Company, etc.): | Chelan County PUD, Washington |
| Description of Project: | UtiliWorks initial engagement with Chelan PUD was to develop a business case, implementation planning for an advanced metering infrastructure. The project consisted of data gathering, understanding the District's AMI project goals and objectives, a technology overview of current AMI offerings, evaluation of current operations, a business case for AMI, recommendations and an implementation roadmap. UtiliWorks continued a deeper dive in Chelan PUD requirements including system integration recommendations, effectively an IT roadmap. |
| Project Start Date: | January 2015 |
| Project Duration: | Ongoing project |
| Did you manage contractors? | None |
| If yes, please list the name of the subcontractors and tasks that they were directly responsible for on the project: | N/A |
| Reference Name: | Andy Wendell |
| Reference Title: | Director of Customer Services |
| Reference Email: | andy.wendell@chelanpud.org |
| Reference Telephone No.: | (509) 661-4562 |

Tab 5 - KEY PROJECT PERSONNEL

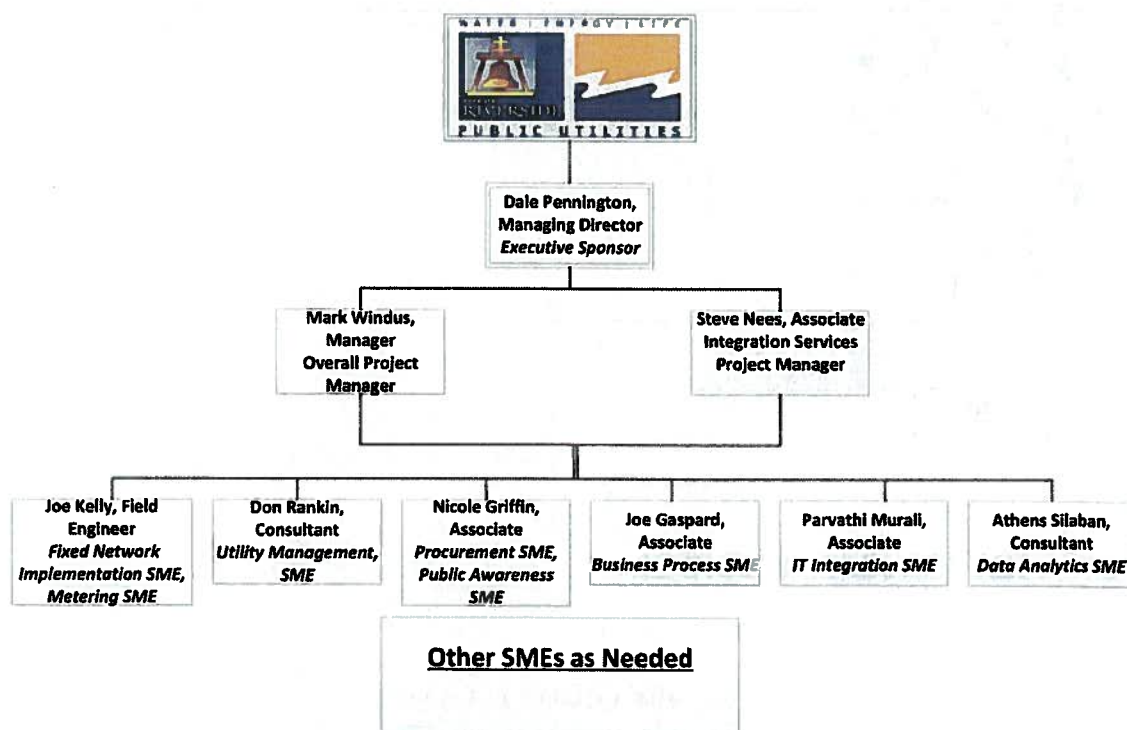
UtiliWorks employs engineers, project managers, subject matter experts, and consultants across the organization. Our associates have on average more than 20 years related industry experience. Our subject matter expertise includes but is not limited to:

- Automatic Metering Reading
- Advanced Metering Infrastructure
- Communications Backhaul Design
- Customer Information Systems
- Customer Web Portal
- Cyber Security
- Meter Data Management Systems
- Enterprise Service Bus (ESB)
- Payment Kiosks
- Prepay Programs
- SCADA Systems
- Leak Detection
- IVR Systems
- Utility Meter Configuration
- Geospatial Information Systems
- Energy Management Programs

UtiliWorks Consulting is a highly focused team that can offer Riverside the following advantages:

- Our entire team will be vested in Riverside's success with regard to the initiative.
- You will have direct access to our top-level personnel.
- You will benefit from innovative, flexible staffing with regard to provision of services.
- You will benefit from our knowledge and experience working with all major advanced metering infrastructure systems.

Our team will function as an extension of your staff and will provide assistance and expert advice on Riverside's metering infrastructure upgrade project. The proposed core team below has significant experience successfully working together in fixed network/advanced metering infrastructure projects such as assessment/feasibility studies, RFP development, procurement and deployment activities. UtiliWorks has strong client references and testimonials to support our value during all of these phases. See our team resumes in the Appendix.



| | |
|---|---|
| Dale Pennington Managing Director, UtiliWorks Executive Sponsor | Mr. Pennington is the Managing Director of UtiliWorks with over thirty (30) years of expertise working with utilities to deploy advanced systems and integrated solutions. He has extensive knowledge of the intersection of business and technology in the utility space, especially automated metering technologies. By utilizing proven workflow and asset management techniques that he has honed over the course of his career, Dale is able to assist clients in maximizing the benefits of their technology investments. |
|---|---|

| | |
|--|--|
| Mark Windus Overall Project Manager, Fixed Network Deployment SME | Mr. Windus will serve as UtiliWorks' overall project manager for Riverside metering infrastructure upgrade project. Mr. Windus brings over fifteen years of senior-level project management and consulting experience for utility customers, especially complex automated metering projects. Mark's background also includes 15 years' managing the financial and operational performance of telecommunications services at the General Manager and Director level. Mark is a proven leader, successful at motivating fellow associates and implementing programs that exceed customer expectations. |
| Stephen Nees Integration Services Project Manager | Mr. Nees is located in Dove Canyon, CA and will serve as Riverside's Integration Services project manager. He is an experienced technology consultant with a successful history in directing operations, application development and hardware and software implementations for organizations with one to over 100 locations. He is a proven team builder with over 20 years of successful leadership in cost-effective technology management in variety of industries with a verifiable track record. |
| Joe Kelly Fixed Network Implementation SME, Metering SME, Field Manager | Mr. Kelly is located in Anza, CA and will serve as our field manager and implementation subject matter expert. He brings over 14 years of project management, installation and consulting experience for utility customers. His background includes 8 years as an installation contractor in the AMI field for water, electric and gas utilities. |
| Don Rankin Utility Management SME | Don Rankin is an engineer and experienced utility manager with 19 years leading water, wastewater and storm water utility O&M, capital programs and customer service operations. As an innovative big picture thinker with strong analytical troubleshooting skills, he developed utility business plans for reduced costs, improved services, and sustainable asset replacement planning that was tied to financial capacity. Recently, he left utility employment to specialize in utility billing analytics. |
| Nicole Griffin Advanced Metering Procurement SME, Public Awareness SME | Mrs. Griffin is a Project Management Institute (PMI) certified Project Manager and also certified as Black Belt in Six Sigma. Nicole supports project activities by performing industry research, preparing critical documentation including in-depth reporting, performing assessments and developing public relations campaigns for utility clients. Nicole also administers UtiliWorks Insight, Web-based analysis and assessment tool for clients. Her responsibilities also include grant writing and reporting. |
| Joseph Gaspard Financial Analysis SME, Business Process Re- engineering SME | Mr. Gaspard is a UtiliWorks Associate who brings experience working in modeling, legal compliance, and digital marketing to UtiliWorks. Joe excels at data analysis, business process re-engineering and business case development, as well as social media and digital marketing. He supports the financial and operational analytics practices at UtiliWorks. |
| Parvathi Murali IT Integration SME | Ms. Murali supports research and business development activities internally, and will assist the team with integration-related services. Parvathi has experience in software implementation, data analytics, |

| | |
|---|---|
| | AMI/AMR, Oracle Utilities Meter Data Management and strategy consulting. |
| Athens Silaban Data Analytics SME, Support | Mr. Silaban will develop project deliverables, provide analysis and coordinate closely with the Project Manager to address all project requirements. Athens brings an engineering background with experience in financial modeling, data analytics, technical writing and project coordination. |

Tab 6 - PRICE PROPOSAL

UtiliWorks has developed an estimated pricing for each tasks, as presented in the following table. A more detailed breakdown of what cost entails can be provided upon request. Our price proposal is presented as a best estimate of the level of effort required to accomplish all of Riverside's major tasks.

| Task | Revised Pricing March 14, 2017 |
|--|-----------------------------------|
| Task 1 - Project Plan Review | \$68,540 |
| Task 2 - System Implementation Plan | \$139,445 |
| Task 3A - Implementation Services part A | \$228,670 |
| Task 3B - Implementation Services part B, optional | \$785,370 |
| Task 4 - Integration Services, optional | \$417,120 |
| Task 5 - Project Management Services | \$832,835 |
| Total Professional Services Fee | \$2,471,980 |
| Travel & Expenses | \$284,380 |
| Final Total (Professional Services + Travel & Expenses) | \$2,756,360 |

Assumptions:

- Travel and expenses to be billed at cost.

Tab 7 - CONDITIONS, ASSUMPTIONS AND EXCEPTIONS

UtiliWorks has reviewed and complies with the instructions and rules contained in the Riverside's RFP and Contract Documents.

JOSEPH GASPARD

Additional Project References

- Plaquemines Parish (Water/Wastewater Rate Study)
- Glendale Water and Power (AMI Project Report)
- Front Royal Public Utilities (AMI Feasibility Study)
- Austin Water (Meter Audit)

Previous Experience

Gunderson Dettmer, LLP - New York, NY

As a senior corporate paralegal at Gunderson Dettmer, Mr. Gaspard was responsible for managing client relationships, preparing pro-forma models for venture financings, and performing securities compliance research.

Knightsbridge Park Real Estate Marketing - New York, NY

Mr. Gaspard worked as a digital marketing strategist for Knightsbridge Park. He designed and oversaw digital marketing campaigns and search engine optimization (SEO) for luxury real estate development websites. He also prepared press releases in connection with marketing efforts, and responded to feedback and questions from the public regarding development activities.

Publications and Speaking Engagements

- Participated in panel discussion titled "Engaging and Serving Residents". American Council for an Energy Efficient Economy, Intelligent Energy Conference. December 7, 2015.

PARVATHI MURALI

UtiliWorks Consulting, LLC

Associate

Parvathi Murali is an Associate with UtiliWorks based in Houston, TX with a background in software implementation, business intelligence, data analysis and project management. Ms. Murali has more than 3 years of technical experience with both custom software applications and out-of-the-box implementations. She has contributed to projects and business development activities for clients across the energy, IT and financial sectors. She has in depth knowledge to understand complex systems and skills to effectively communicate business potential to persons with technical expertise, partner-level executives, and end users.



Specialization

- Business Process Improvement
- Business Case Assessments
- Acceptance Testing Plans
- End-User Training
- Project Management
- Oracle Utilities Meter Data Management
- Business Intelligence and Analytics
- Software Implementation
- Business Software and Requirements Analysis
- Systems Integration

Education / Certifications

- **MS Computer Information Systems** - Georgia State University, Atlanta GA (2014)
- **B. Tech Computer Science Engineering** - SRM university, Chennai India (2012)
- **Microsoft Certified IT Professional** - (August 2011)
- **Oracle Utilities Meter Data Management 2 Sales & Presales Specialist** - (July 2014)
- **Oracle Utilities Analytics Sales & Presales Specialist** - (September 2015)
- **Oracle Utilities Meter Data Management 2 Support Specialist** - (October 2015)

Previous Work Experience

Red Clay Consulting - Atlanta, GA

Kansas City Power & Light Company (KCP&L)

Ms. Murali led analytics efforts and developed reports and dashboards as part of the Oracle Utility Analytics implementation at Kansas City Power & Light (KCP&L) company. She was responsible for the end-to-end implementation of Meter Data Management Analytics at KCP&L. She was also part of the multi-phase implementation of Oracle utilities Meter Data Management (OUMDM), Oracle Utilities Operational Data Management (OUODM), etc. As part of her job responsibilities, she has worked on configuring Usage loads, VEE rules and Billing determinants. She has also participated in production support activities for the project, conducted end-user training, knowledge transfer sessions, requirement gathering workshops, various testing phases including User Acceptance testing (UAT).

PARVATHI MURALI

TATA Consultancy Services - Hyderabad, India

Ms. Murali has been part of the Business Intelligence Project Management team. As a Team Lead, she has handled the defects management and control in compliance with the SLA to keep up to team and project limitations. She has worked with a dynamic Business Intelligence Team. She has experience working hands on with tools like Informatica and Cognos.

ATHENS SILABAN

UtiliWorks Consulting, LLC

Associate

Mr. Silaban is a UtiliWorks Associate coming from an engineering background and leverages his skills and experience to provide UtiliWorks' clients valuable insight. His data interpretation and analytics are particularly beneficial in UtiliWorks' engineering studies, data and process audits, financial modeling, and business process re-engineering. He holds an Engineer-In-Training (EIT) license from the Texas Board of Professional Engineers.



Specialization

- Data Collection and Analytics
- Engineering Modeling
- Financial Modeling
- Statistical Analysis
- Technical Writing
- Database Management
- Data Analytics
- Project Management
- Customer Relationship Management (CRM)

Education and Certifications

- **MS, Environmental Engineering**, Louisiana State University, Baton Rouge, LA (May 2013)
- **BS, Chemical Engineering**, Gadjah Mada University, Yogyakarta, Indonesia (December 2009)
- **Fundamentals of Engineering - Chemical**, NCEES Certification (October 2012)
- **Louisiana Engineering Society member**

Relevant Project Experience

Charlotte Water - Charlotte, North Carolina

Mr. Silaban worked with UtiliWorks team for Charlotte's Water Meter Upgrade Program (280,000 water endpoints) and assisted with RFP response evaluation criteria, vendor evaluation, providing Charlotte Water with AMI vendor recommendation, and AMI vendor contract review.

Bermuda Electric and Light Company (BELCO) - Hamilton, Bermuda

Mr. Silaban worked with BELCO on their various work streams related to their electric grid modernization programs (38,000 electric endpoints). Those work streams include: (1) Pilot Deployment, (2) System Integration Design, (3) Business Process Re-Engineering, (4) Radio Frequency Impact study, (5) Multiple technologies Procurement Support, (6) Overall Project Management and (7) Project monthly cash outlay projection.

Austin Water - Austin, Texas

Mr. Silaban provided Austin Water (220,000 water endpoints) with insightful data analysis in their water meter reader and testing accuracy audit project, and developed the audit report that was presented to the City Council.

Oshawa Public Utilities Commission (PUC) - Oshawa, Canada

Mr. Silaban assisted Oshawa PUC with the writing, data collection and analytics of a Roadmap and Financial Analysis that supported Oshawa PUC's rate case that was presented to Ontario Energy Board, in relationship with an advanced metering infrastructure (AMI) implementation and their supporting programs.

Alameda Municipal Power - Alameda, California

Mr. Silaban worked with UtiliWorks' team in developing an AMI feasibility study report for Alameda Municipal Power (35,000 electric

ATHENS SILABAN

customers). This includes client data review, industry research and business case model review.

UtiliWorks Consulting - Baton Rouge, LA
Mr. Silaban contributes to multiple areas for UtiliWorks. Among others, the essential work include: (1) Client project support/management, (2) Development of solicited/unsolicited proposals, (3) Grant writing, (4) Internal research assignments, (5) Sales and marketing activities, and (6) Opportunity management.

Additional Project References

Advanced Metering Infrastructure (AMI) Assessments/ Feasibility Study:

- City of Buena Park, CA
- Chelan County Public Utility District, WA
- City of Killeen, TX (+Grant Writing)
- St. Bernard Parish, LA (Rate Study)
- Barbados Light & Power Company, Barbados (Procurement)
- Orangeburg Department of Public Utilities, SC (Deployment Support)
- City of Galena Park, TX (Grant Writing)
- City of Arlington, TX (Grant Writing)

Previous Experience

Louisiana State University (LSU) - Baton Rouge, LA

Mr. Silaban worked as a research assistant while studying for his Master's degree at LSU. His research topic was related to a feasibility study conducted for a renewable energy source, with funding supported by the Department of Energy (DOE). His duty as a research assistant includes:

- Data collection and analysis
- Process optimization
- Engineering modeling & simulation
- Return on investment analysis ran on different operation conditions
- Annual report writing for DOE submission

Appendix 2. Industry Recognition

Awards

- UtiliWorks' Client, Orangeburg Department of Public Utilities, received the "Best Smart Infrastructure Project of the Year" at CS Week 2015. The awards were announced and distributed during the general session for CS Week on Wednesday, April 29, 2015 in Charlotte, North Carolina.
- UtiliWorks was nominated as one of the top 25 companies to watch in 2014 by SmartGridNews.com. UtiliWorks made it to the fifth and final round of voting in January 2014.
- UtiliWorks Consulting was recognized at Louisiana Business Technology Center's (LBTC) Silver Anniversary Event for outstanding achievements as a graduate of their twenty-five year history in Baton Rouge, LA on November 2013. Charles D'Agostino, Executive Director of the LBTC says, "The successful 25 year history of the LBTC at LSU could only be possible because of successful entrepreneurs and businesses like UtiliWorks which have the business idea, drive, and persistence to execute their business plan and act on the advice of the business counselors at the LBTC. The UtiliWorks team exemplifies the success of a business incubation program by doing what it takes to grow their business."
- UtiliWorks client, Albuquerque Bernalillo County Water Utility Authority was awarded the Best Smart Infrastructure Project at CS Week 2013 in Tampa, FL. The Expanding Excellence Awards were announced on May 1, 2013 by CS Week and Electric Light & Power Magazine. Congratulations to Albuquerque Bernalillo County Water Utility Authority for a great accomplishment!
- UtiliWorks was honored as the third place Company at the LSU 100: Fastest Growing Tiger Businesses (LSU 100) program. The LSU 100 "identifies, recognizes and celebrates the 100 fastest growing LSU-owned or LSU-led businesses in the world." Todd Barlow, UtiliWorks VP/ Operations and Dale Pennington, UtiliWorks' Managing Director received the award on Friday April 26, 2013 at the Crowne Plaza Baton Rouge Hotel.
- UtiliWorks Consulting's client, the City of San Marcos, TX, was awarded the Best Smart Infrastructure/Grid Project at CS Week in Nashville, TN. The Expanding Excellence Awards were announced on May 27, 2010 by CS Week and Electric Light & Power Magazine.
- UtiliWorks Consulting's client, the City of Ruston, won the Smart Grid Project of the Year by Utility Automation and Engineering T&D Magazine, a division of PennWell Corporation. The awards were announced and distributed during the opening keynote ceremony for DistribuTech on March 23, 2010 in Tampa, Florida.
- The Town of Danvers, MA was selected to receive approximately \$8.5M from the DOE Smart Grid Investment Grants (2009). The federal stimulus funds will be allocated towards a program to deploy 12,000 smart meters for the full customer base, upgrade cyber security systems and automate outage management.

- The City of Ruston, LA, received an SGIG award for \$4.3 million late October, 2009. Three major phases and overall program management services consists of engineering, design, planning, project management, cyber security, customer education and policy initiatives. The projects phases are Customer Information Systems, electric AMI system and MDM system, and electric distribution improvements.
- UtiliWorks Consulting's client, the city of San Marcos, TX, was awarded the AMI Project of the Year at DistribuTech 2009 by Utility Automation & Engineering T&D Magazine.

Speaking Engagements

Our consultants are recognized for their thought leadership as they speak and write on a variety of relevant subjects in the utility sector:

- Dale Pennington, UtiliWorks' Managing Director participated on a Water Utility Technology Panel Session titled "Transferring Asset Data to Operations" at DistribuTech 2015 on February 5, 2015. The conference and exhibition took place February 2-5, 2015 at the San Diego Convention Center in San Diego, CA.
- Dale Pennington, UtiliWorks' Managing Director spoke at EVOLVE: The 2014 Sensus Utility Conference. Dale presented on "Water Infrastructure Management in an Era of Evolving Data Analytics" on November 3, 2014 at the Arizona Grand Resort in Phoenix, AZ.
- UtiliWorks sponsored, presented and exhibited at the 2014 Municipal Smart Grid Summit. The event took place June 22-24, 2014 at Arizona Grand, Phoenix, AZ.
- UtiliWorks presented at the Aclara Client Conference 2014 which took place in Orlando, FL from May 5-8, 2014. UtiliWorks presentation was titled "Water Infrastructure Management in an Era of Evolving Data Analytics."
- Dale Pennington, UtiliWorks' Managing Director spoke at the Energy, Utility and Environmental Conference (EUEC) 2014 in Phoenix, AZ from February 3-5, 2014. Dale presented on Optimizing Renewable Projects, Plug-in Electric Vehicles, Home Area Networks and Tactics on Building a Smart Grid.
- UtiliWorks participated on a Panel Session titled "Enterprise Information and Asset Management Track: Using AMI Data for Added Value Operational Solutions" at DistribuTech 2014 on January 28, 2014 at San Antonio, TX.
- UtiliWorks exhibited and presented at the Harris Customer Training Conference on October 30 - November 01, 2013 in Gaylord Palms, FL. The presentation focused on next generation Smart Metering and what to do to maximize the benefits of Smart Metering.
- UtiliWorks with Synaptitude Consulting sponsored, presented and exhibited at the 2013 Rural Smart Grid Summit (October 2013) and 2013 Municipal Smart Grid Summit (June 2013).
- Dale Pennington, UtiliWorks' Managing Director spoke on "Utility Case Study: Brownsville Public Utility Board" at the EUCI Volt/VAR Optimization Conference in June 2013.

- Dale Pennington, UtiliWorks' Managing Director spoke at the Municipal Electric Power Association of Virginia (MEPAV) conference on Wednesday May 22, 2013 in Virginia Beach, VA. Dale presented on "Advanced Metering Infrastructure (AMI) Update."
- UtiliWorks presented at the 2013 NRECA Tech Advantage Conference with Synaptitude on Tuesday February 19, 2013 in New Orleans, LA. The session was titled "Smart Grid is Won or Lost in the Back Office."
- Dale Pennington, UtiliWorks Managing Director spoke on a panel at DistribuTech 2013 in San Diego, CA. The session on January 29th was titled "A Consultant's Guide to the Smart Water Network Lifecycle."
- UtiliWorks sponsored, presented and exhibited at the 2012 Rural Smart Grid Summit with Synaptitude Consulting. The event took place October 28-31, 2012 at the Rancho Bernardo Inn in San Diego, CA.
- UtiliWorks presented at Harris North Star's Customer Conference on November 7, 2012 in Nashville, TN. The session was titled "doing more with less: Gearing Meter Data Management for the Smart Infrastructure Journey."
- UtiliWorks presented with Synaptitude at Utilimetrics' Autovation 2012 in Long Beach, CA on Wednesday October 3, 2012. The presentation was titled "Lessons Learned Implementing AMI in Muni's and Coop's."
- Kody Salem, UtiliWorks Principal Consultant presented on "AMI & Back Office IT Planning" at the 2012 Kentucky- Tennessee Water Professionals Conference. The presentation occurred on Tuesday July 10, 2012 in Memphis, TN.
- UtiliWorks' Managing Director, Dale Pennington was a moderator at Greentech Media's The Networked Grid 2012. Dale's session was on "Grid Infrastructure Analytics and Cloud-based Smart Grid Services." The event took place April 4-5, 2012 in Raleigh-Durham, North Carolina.
- Todd Barlow, UtiliWorks VP Operations presented with Steve Rudd from Utility Partners of America (UPA) at the 2012 NRECA TechAdvantage Conference. The presentation "Smart Metering and IT Implementation Planning" took place March 7th, 2012 at 2:30 p.m. at the San Diego Convention Center in San Diego, California.
- Dale Pennington, UtiliWorks' Managing Director and Eddy Hernandez, Director of Customer & Information Services for Brownsville Public Utility Board presented at EUCI's 10th Annual Billing for Utilities Conference. The presentation topic was "AMI and Brownsville PUB: Is There a Future or is the Relationship Off?" The event took place January 31- February 1, 2012 in Houston, TX.
- UtiliWorks presented, exhibited and participated at the 2011 Harris Customer Conference. The event took place November 15-18, 2011 in Anaheim, CA.
- UtiliWorks Managing Director, Dale Pennington presented at the 2011 National Association of State Utility Consumer Advocates (NASUCA) Annual Meeting in St. Louis, Missouri on November 13, 2011. Dale's presentation was on "Electric Vehicles- Fact and Fiction."

- UtiliWorks and the City of Ruston's Utility Director, Darrell Caraway led the workshop presentation on Building a Smart Infrastructure at the 2011 CS WEEK Conference. The discussion took place on May 24th at the Gaylord Palms Resort and Convention Center located in Orlando, FL.
- UtiliWorks sponsored, exhibited and presented at SpinTelligent's Metering America 2011 conference in Dallas, TX from April 18-20. UtiliWorks and Synaptitude Consulting discussed the topic of "Beyond Revenue Protection- Revenue Assurance" on April 20.
- UtiliWorks Managing Director, Dale Pennington, was invited to speak at the Hannover Fair for the "Smart Grid in the USA" forum, in Hannover, Germany. Dale presented on April 5, 2011 as an industry expert to provide German companies with an overview of the US Smart Grid market. The event attracts visitors from over 80 countries, including German Chancellor Angela Merkel and French President Nicolas Sarkozy.
- UtiliWorks had two presenters at AWWA's 2011 Customer Service/IMTECH Conference in Dallas, TX on February 28, 2011. Tisha Hayes, Senior Consultant, presented on the topic of AMI Communications. Nicole Pennington, Marketing Coordinator, discussed "A Practical Alternative to the Utility Assessment."

Appendix 3. UtiliWorks Certificate of Insurance Sample



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER The Juban Insurance Group LLC 4319 Bluebonnet Blvd Baton Rouge LA 70809 | | CONTACT Brenda Caruso NAME: PHONE (225) 291-0405 FAX (225) 291-0420 EMAIL bcaruso@jubaninsurance.com ADDRESS: | |
| INSURED Utiliworks Consulting, LLC; Utiliworks, LLC 2351 Energy Drive Ste. 1010 Baton Rouge LA 70808 | | INSURER(S) AFFORDING COVERAGE INSURER A: Certain Und & Lloyds of London INSURER B: Travelers Indemnity Co of CT INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 16-17/2 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-------------------|-------------------------------|-------------------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | PSF03202477 | 8/6/2016 | 8/6/2017 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PSF03202477 | 8/6/2016 | 8/6/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | X00B41477290-5-16 | 10/1/2016 | 10/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability Errors & Omissions | | PSF03202477 | 8/6/2016 | 8/6/2017 | Occurrence 1,000,000 Aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber/Technology Liability \$2,000,000 Each Claim \$2,000,000 Aggregate.
 Applicable to Certificate Holder: Blanket Additional Insured, Primary Non-Contributory basis, 30 days notice of cancellation (10 days for non-payment) and Waiver of Subrogation included in the General Liability General Condition wording, if required by written contract. Blanket Waiver of Subrogation in favor of certificate holder when required by written agreement with respects to Workers Compensation.

| | |
|--|---|
| CERTIFICATE HOLDER **S P E C I M E N** | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dave Peek/BRENDA <i>A. Brena-Daniel</i> |
|--|---|

ACORD 25 (2014/01)
INSR25.enr.01

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

Appendix 4. Addendum No. 1

RFP 1656

Meeting Infrastructure Upgrade Project

Addendum No. 1

10/12/2016

Title and Cover Page

- Title is corrected to: **Metering Infrastructure Upgrade Project**
- New notes page is attached

Inquiries Deadline

The deadline to submit questions has been extended until October 20, 2016 before 2:00pm

Proposal Due Date/Time

The deadline to submit proposals has been extended until November 17, 2016 before 2:00pm

Evaluation Criteria

Proposals will be evaluated based on the following:

| | |
|---|------------|
| Completeness and quality | 10% |
| Clear, appropriate, and comprehensive approach | 40% |
| Demonstrated competence | 25% |
| Estimated Fees | 25% |

RFP 1656

All Prospective Vendors submitting a proposal must be listed on the "Electronic Bidders List" by subscribing on the City's website. If the Vendor is not listed on the Electronic Bidders List the proposal will not be considered or accepted. Only proposals submitted to the Purchasing office located on the 6th floor of City Hall and time stamped before the deadline will be accepted. The City of Riverside payment process is through an electronic transfer process. Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and or services.

Proposals are to be submitted to the Purchasing desk located on the 6th floor of City Hall, 3900 Main Street, Riverside, CA no later than November 17, 2016 before 2:00pm. The time and date are fixed and extensions will not be granted. Proposals not received before the bid event time will not be accepted.

Reminder: Proposals are to be submitted on a CD or DVD. No Flash Drives or Hard Copies will be accepted.

The front of all submittals must be addressed and labeled as follows:

Bidder's Name & Address

City of Riverside
Purchasing Dept.
Attn: Art Torres (RFP 1656)
3900 Main Street
Riverside CA 92522

RFP No.: RFP 1656
Due: 11/17/2016
Before: 2:00pm
Project: Metering Infrastructure Upgrade Project

Appendix 5. Q & A

RFP 1656

Metering Infrastructure Upgrade Project Q&A

NOTIFICATION TO BIDDERS

10/28/16

1. Question: Regarding section 4 of the RFP, which states consultant will “manage integration”, it is not clear whether this is intended to include or exclude the performance of integration services by the consultant.

Answer: It is intended to include performance of integration services by the consultant, including but not limited to, developing interfaces, customizing software, developing scripts, and testing, if applicable.

EXHIBIT "B"
COMPENSATION

PRICE PROPOSAL

UtiliWorks has developed an estimated pricing for each tasks, as presented in the following table. A more detailed breakdown of what cost entails can be provided upon request. Our price proposal is presented as a best estimate of the level of effort required to accomplish all of Riverside's major tasks.

| Task | Revised Pricing March 14, 2017 |
|--|-----------------------------------|
| Task 1 - Project Plan Review | \$68,540 |
| Task 2 - System Implementation Plan | \$139,445 |
| Task 3A - Implementation Services part A | \$228,670 |
| Task 3B - Implementation Services part B, optional | \$785,370 |
| Task 4 - Integration Services, optional | \$417,120 |
| Task 5 - Project Management Services | \$832,835 |
| Total Professional Services Fee | \$2,471,980 |
| Travel & Expenses | \$284,380 |
| Final Total (Professional Services + Travel & Expenses) | \$2,756,360 |

Assumptions:

- Travel and expenses to be billed at cost.

EXHIBIT "C"
KEY PERSONNEL

KEY PROJECT PERSONNEL

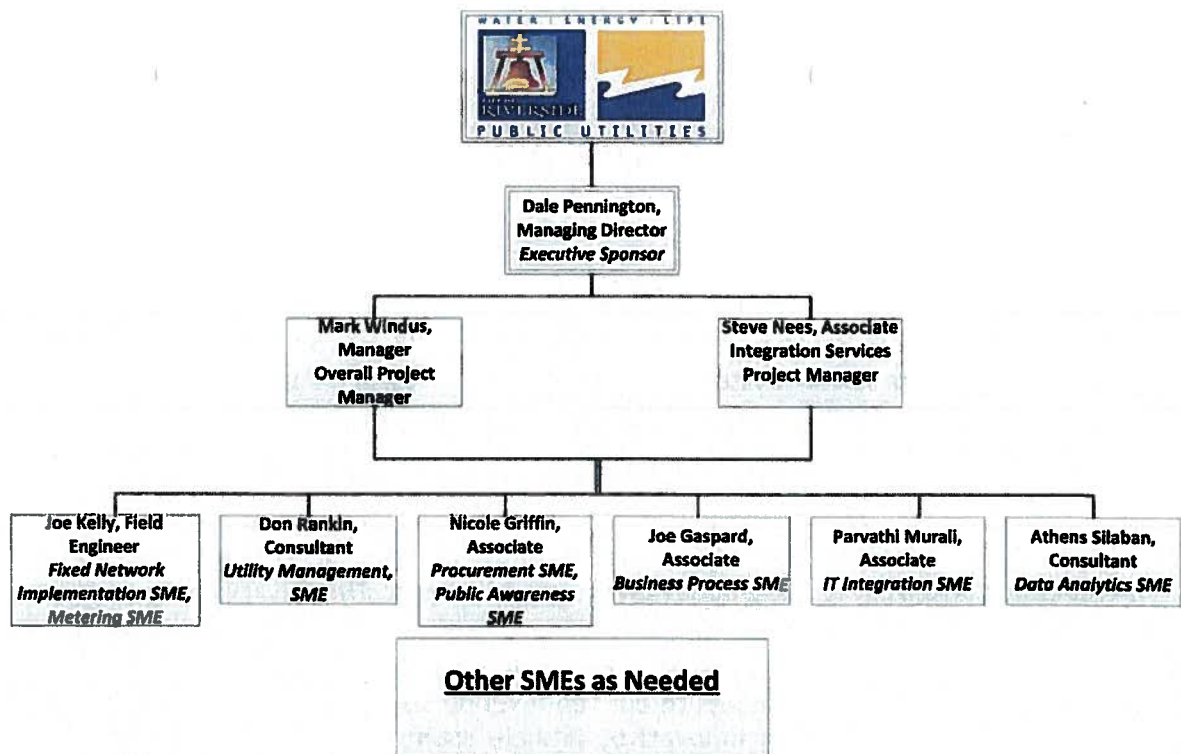
UtiliWorks employs engineers, project managers, subject matter experts, and consultants across the organization. Our associates have on average more than 20 years related industry experience. Our subject matter expertise includes but is not limited to:

- Automatic Metering Reading
- Advanced Metering Infrastructure
- Communications Backhaul Design
- Customer Information Systems
- Customer Web Portal
- Cyber Security
- Meter Data Management Systems
- Enterprise Service Bus (ESB)
- Payment Kiosks
- Prepay Programs
- SCADA Systems
- Leak Detection
- IVR Systems
- Utility Meter Configuration
- Geospatial Information Systems
- Energy Management Programs

UtiliWorks Consulting is a highly focused team that can offer Riverside the following advantages:

- Our entire team will be vested in Riverside's success with regard to the initiative.
- You will have direct access to our top-level personnel.
- You will benefit from innovative, flexible staffing with regard to provision of services.
- You will benefit from our knowledge and experience working with all major advanced metering infrastructure systems.

Our team will function as an extension of your staff and will provide assistance and expert advice on Riverside's metering infrastructure upgrade project. The proposed core team below has significant experience successfully working together in fixed network/advanced metering infrastructure projects such as assessment/feasibility studies, RFP development, procurement and deployment activities. UtiliWorks has strong client references and testimonials to support our value during all of these phases. See our team resumes in the Appendix.



| | |
|--|--|
| Dale Pennington Managing Director, UtiliWorks Executive Sponsor | Mr. Pennington is the Managing Director of UtiliWorks with over thirty (30) years of expertise working with utilities to deploy advanced systems and integrated solutions. He has extensive knowledge of the intersection of business and technology in the utility space, especially automated metering technologies. By utilizing proven workflow and asset management techniques that he has honed over the course of his career, Dale is able to assist clients in maximizing the benefits of their technology investments. |
| Mark Windus Overall Project Manager, Fixed Network Deployment SME | Mr. Windus will serve as UtiliWorks' overall project manager for Riverside metering infrastructure upgrade project. Mr. Windus brings over fifteen years of senior-level project management and consulting experience for utility customers, especially complex automated metering projects. Mark's background also includes 15 years' managing the financial and operational performance of telecommunications services at the General Manager and Director level. Mark is a proven leader, successful at motivating fellow associates and implementing programs that exceed customer expectations. |

| | |
|--|---|
| Stephen Nees Integration Services Project Manager | Mr. Nees is located in Dove Canyon, CA and will serve as Riverside's Integration Services project manager. He is an experienced technology consultant with a successful history in directing operations, application development and hardware and software implementations for organizations with one to over 100 locations. He is a proven team builder with over 20 years of successful leadership in cost-effective technology management in variety of industries with a verifiable track record. |
| Joe Kelly Fixed Network Implementation SME, Metering SME, Field Manager | Mr. Kelly is located in Anza, CA and will serve as our field manager and implementation subject matter expert. He brings over 14 years of project management, installation and consulting experience for utility customers. His background includes 8 years as an installation contractor in the AMI field for water, electric and gas utilities. |
| Don Rankin Utility Management SME | Don Rankin is an engineer and experienced utility manager with 19 years leading water, wastewater and storm water utility O&M, capital programs and customer service operations. As an innovative big picture thinker with strong analytical troubleshooting skills, he developed utility business plans for reduced costs, improved services, and sustainable asset replacement planning that was tied to financial capacity. Recently, he left utility employment to specialize in utility billing analytics. |
| Nicole Griffin Advanced Metering Procurement SME, Public Awareness SME | Mrs. Griffin is a Project Management Institute (PMI) certified Project Manager and also certified as Black Belt in Six Sigma. Nicole supports project activities by performing industry research, preparing critical documentation including in-depth reporting, performing assessments and developing public relations campaigns for utility clients. Nicole also administers UtiliWorks Insight, Web-based analysis and assessment tool for clients. Her responsibilities also include grant writing and reporting. |
| Joseph Gaspard Financial Analysis SME, Business Process Re- engineering SME | Mr. Gaspard is a UtiliWorks Associate who brings experience working in modeling, legal compliance, and digital marketing to UtiliWorks. Joe excels at data analysis, business process re-engineering and business case development, as well as social media and digital marketing. He supports the financial and operational analytics practices at UtiliWorks. |
| Parvathi Murali IT Integration SME | Ms. Murali supports research and business development activities internally, and will assist the team with integration-related services. Parvathi has experience in software implementation, data analytics, AMI/AMR, Oracle Utilities Meter Data Management and strategy consulting. |
| Athens Silaban Data Analytics SME, Support | Mr. Silaban will develop project deliverables, provide analysis and coordinate closely with the Project Manager to address all project requirements. Athens brings an engineering background with experience in financial modeling, data analytics, technical writing and project coordination. |