

SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS SOFTWARE IMPLEMENTATION SERVICES AGREEMENT made as of the [REDACTED] day of April, 2019 (the "Effective Date").

BETWEEN:

SYSTEMS & SOFTWARE, INC.
("S&S")

- and -

**CITY OF RIVERSIDE, A CALIFORNIA CHARTER CITY
AND MUNICIPAL CORPORATION**
("Organization")

RECITALS

1. The Organization wishes retain S&S to perform the Services (as defined herein).
2. The Organization and S&S agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and this Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **"Agreement"** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **"Articles"** or **"Sections"** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

- (b) **“Change Order”** means any written documentation between the Organization and S&S evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by S&S to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (e) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

1.2 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “A” -	Scope of Work
Schedule “B” -	Fee Structure & Payment Schedule
Schedule “C” -	Sample Form Change Order
Schedule “D” -	Insurance Requirements

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

ARTICLE II CONSULTING SERVICES

2.1 S&S’s Services

In order to achieve the Completion of Services, S&S agrees, subject to the terms and conditions of this Agreement, to perform the following services (the “Services”) for the Organization:

- (a) Oversee and implement the integration conversion from the Organization's existing S&S software applications to Smartworks meter data management system and Tantalus AMI front end smart meter solution.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.
 - (i) S&S recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.
 - (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
 - (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.
 - (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by S&S that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as S&S's then current schedule permits. S&S is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon S&S arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by S&S, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by S&S. If additional Services are required because the Organization was not adequately prepared, S&S will provide a Change Order to the Organization for the additional Services.
- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of S&S in the Scope of Work are not binding on S&S and are merely provided for information purposes; the only warranties and representations provided by S&S in respect of the Services and this Agreement are found in Article III.

2.2 Performance by S&S

- (a) Manner of Performance -- S&S shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof as customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area.
- (b) S&S's Discretion -- S&S shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. S&S will communicate openly with the Organization on its methodology, manner and means.
- (c) Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. S&S agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. S&S agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) Inquiries by Organization -- S&S shall respond within seventy two hours to any inquiries pertaining to this Agreement from the Organization through the Project Manager assigned.
- (e) Independent Contractor -- In the performance of this Agreement, S&S, and S&S's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the Organization. S&S acknowledges and agrees that the Organization has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to S&S, or to S&S's employees, subcontractors and agents. S&S, as an independent contractor, shall be responsible for any and all taxes that apply to S&S as an employer.
- (f) Coordination of Services -- S&S agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- S&S shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. S&S shall allow a representative of Organization, during normal business hours, to examine, audit, and make

transcripts or copies of such records and any other documents created, pursuant to the Agreement. S&S shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless S&S is required to maintain such records pursuant to any law or regulation.

2.3 Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with S&S to achieve the Completion of Services.
- (b) Required Hardware -- The Organization acknowledges that the operation of the Software requires the Organization's current hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services.
- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with S&S to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
 - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by S&S shall be implemented by Organization within thirty (30) days of notification to the Organization by S&S of its availability.
 - (ii) Organization shall notify S&S of suspected defects in any of the Software supplied by S&S. Organization shall provide, upon S&S request, additional data deemed necessary or desirable by S&S to reproduce the environment in which such defect occurred if Organization is able to do so.
 - (iii) Organization shall allow the use of online diagnostics on the Software supplied by S&S to Organization, if required by S&S during problem diagnosis. Organization shall provide to S&S, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
 - (iv) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data

from any cause. Organization shall provide S&S with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

- (v) Organization shall have the sole responsibility for:
 - (A) the performance of any tests it deems necessary prior to the use of the Software.
 - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Warranty

S&S warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

S&S shall have no liability hereunder if the Organization has modified the Software in any manner without the prior written consent of S&S.

3.2 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, S&S does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

ARTICLE IV FEES AND PAYMENTS

4.1 Fees and Payments

- (a) The Organization agrees to pay S&S total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B".

- (b) During the term of this Agreement, S&S shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by S&S shall be due and payable within 30 days of receipt thereof by Organization.
- (c) The Organization shall reimburse S&S for (1) its reasonable direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$92.5.00 per hour; (3) a per diem rate of \$65.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable direct expenses incurred in the performance of S&S's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies S&S has under this Agreement or otherwise, S&S shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from a the prices listed in Schedule "B" and such sums (including the payment of the taxes) shall be due and payable to S&S upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.

4.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will reasonably cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of S&S applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing,

the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C" and shall be used to amend this Agreement. If the parties are unable to agree upon a proposed change order, both parties shall continue to perform under this Agreement pending resolution of any issue related to the proposed change.

ARTICLE V REMEDIES AND LIABILITY

5.1 Remedies and Liability

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (i) DAMAGE TO TANGIBLE PROPERTY OR (ii) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF S&S TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESECISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY ORGANIZATION TO S&S PURSUANT TO THE RELEVANT SCOPE OF WORK.
- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

5.2 Intent

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

5.3 Remedies

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI GENERAL

6.1 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

6.2 Confidentiality

- (a) Duty Owed to the Organization -- S&S acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, S&S agrees:
 - (i) to maintain this information in confidence;
 - (ii) not to use this information other than in the course of this Agreement;
 - (iii) not to disclose or release such information except on a need-to-know only basis;
 - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of S&S; and

- (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

6.3 Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If S&S should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify the S&S Project Manager in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, S&S must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within fourteen (14) days immediately following receipt of a Default Notice. If S&S fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to S&S of only that part of the fee earned by S&S for those Services performed up to the time of communication of such notice of termination to S&S.
- (c) If the Organization should fail to comply with its obligations under this Agreement, S&S must notify the Organization in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to S&S, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, S&S may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to S&S of only that part of the fee earned by S&S for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.
- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party

under either the Support and Maintenance Agreement or the Software License Agreement.

6.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator, a mediator appointed by mediation services mutually agreeable to the parties, or principals-only escalation meeting. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

6.5 Addresses for Notice

All notices, demands, and requests, required to be given under this Support and Maintenance Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.
Attention: Cameron Mahbubian
10 E Allen Street
Suite 201
Winooski, VT 05404
and by e-mail at: CMahbubian@harriscomputer.com

and in the case of the Organization, to:

City of Riverside
Attention: General Manager, Riverside Pubic Utilities
3900 Main Street
Riverside, California 92522

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.5.

6.6 Assignment

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

6.7 Reorganizations

The Organization acknowledges that when a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions, which shall be documented via Change Order or otherwise through signed written amendment.

6.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of S&S by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

6.9 Section Headings

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

6.10 Governing Law and Venue

This Agreement shall be governed by the laws of the State in which Organization is located. 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. 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.

6.11 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

6.12 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

6.13 Counterparts

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

6.14 Survival

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

6.16 Insurance

S&S shall, prior to the City's execution of this Agreement, 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 as required in Schedule "D" hereto.

IN WITNESS WHEREOF, the Parties have executed this Software Implementation Services Agreement to be effective as of the date first written above.

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: Marie Pini
ASSISTANT CHIEF FINANCIAL OFFICER

Approved as to Form:

By: [Signature]
Ruthann M. Salera
Deputy City Attorney

SYSTEMS & SOFTWARE, INC.

Per: [Signature]
Name: Amanda Neale

Title: VP, Finance

SYSTEMS & SOFTWARE, INC.

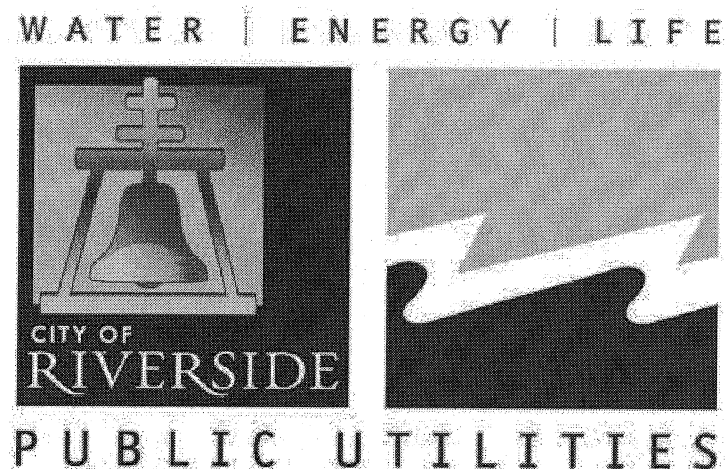
Per: [Signature]
Name: Damir Karlovic
Title: Assistant Secretary

**CITY OF RIVERSIDE, A CALIFORNIA
CHARTER CITY AND MUNICIPAL
CORPORATION**

Per: _____
Name: _____
Title: _____

Schedule “A”
Scope of Work

The scope of work is depicted in the Riverside AMI SOW Proposal version 1.10 attached as part of this Agreement, **under separate cover**.



City of Riverside / Riverside Public Utilities

Advance Metering Infrastructure Interface to enQuesta Statement of Work

Document Version 1.10

4/5/2019



Confidential Material Enclosed - This document includes information that Systems & Software, Inc (S&S) considers to be confidential, trade secrets, and proprietary information. Unless as required by law, it shall not be disclosed outside the City of Riverside, for purposes of this provision, except to include any consultants assisting in the evaluation of proposals.

Change Record

Date	Version	Description	Author
10/16/2018	1.0	Initial Draft	Michael Lamontagne
11/8/2018	1.1	Revisions	Michael Lamontagne
11/28/2018	1.2	Revisions	Michael Lamontagne
12/18/2018	1.3	Revisions	Michael Lamontagne
1/10/2019	1.4	Revision added no Jboss Upgrade required	Michael Lamontagne
1/25/2019	1.5	Version update no changes to SOW	Michael Lamontagne
2/14/2019	1.6	Final edits from RPU Tantalus and Utiliworks	Michael Lamontagne
3/4/2019	1.7	Added General Tasks Deliverable and dependency appendix	Michael Lamontagne
3/11/2018	1.8	Utiliworks screen shot and Soap sample messages removed	Michael Lamontagne
3/20/2019	1.9	Removed Chris Tilden items	Michael Lamontagne
4/5/2019	1.10	Final Edits from Riverside Legal	Michael Lamontagne

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1. EXECUTIVE SUMMARY

The City of Riverside (The City) will be engaging in a Advancement Meter Infrastructure (AMI) project with the AMI front end solution utilizing the product TUNet from Tantalus and the Meter Data Management System (MDMS) utilizing MeterSense from Smartworks. The City has also contracted with Utiliworks for overall Project Management. The City has determined a 2 Phase project approach. The first phase referred to as Alpha Phase is primarily a Proof of Concept Phase. This Alpha Phase is to install 1000 electric smart meters. The time line for the Alpha phase is 6-8 months. The Alpha Phase is to establish Proof of concept with TUNet and MeterSense. All integration with enQuesta will be through Flat file exchanges to provision TUNet and MeterSense. All electric meters containing an Electronic Radio Transmitter (ERT), that can be picked up from TUNet will be processed through MVRs which is currently in place in production. The new 1000 Smart meters being installed will require an ERT associated to the Meter in enQuesta to be processed through MVRs. A Pseudo ERT will be provided by Tantalus to be associated on the enQuesta account with the new Smart Meter being installed to be read through MVRs.

Water installation is completely out of scope for this project and will require a change order if added into this project.

Phase 2 known as Beta Phase will be the installation of about 1,000 electric meters and then full deployment of 25,000 electric meters in 8 month following the Alpha Phase.

The objective of the Beta Phase is to achieve interval meter reading data to reduce read to bill time, reduce cost of rolling trucks to obtain readings and provide interval data to their customers to assist in energy conservation efforts, along with immediate detection of unauthorized tampering (UTAP) and infrastructure failures. These smart meters will be strategically deployed to establish a mesh

network for the smart meters to capture daily readings for surrounding non smart meters with ERT capabilities. RPU is planning to change the meter reading solution to FCS. The file format integrated to enQuesta is not required to change. In the event the change to FCS requires format file changes to enQuesta meter reading integration a change order will be established. This SOW and Pricing contains the integration and business process required for both Alpha and Betas Phase for this project. The project pricing will include project management, data integration mapping, design and analysis followed by development and implementation where defined, enQuesta product configuration and adjustment to current business process as required for the deployment of AMI, Integration and Business Process Testing, User acceptance assistance, training of the City's Core Team, and deployment of functionality to proper environments as needed to achieve deliverables and a seamless Go-Live.

2. NEW TERMINOLOGY

AMI – Advanced Metering Infrastructure includes devices and systems that measure, collect and analyze usage, and communicate with metering devices. The AMI system includes a TUNet (Tantalus Utility Network) interface where data is validated and passed through to other connected systems. The AMI system allows for two way communications with metering endpoints.

MDMS – Meter Data Management System is a term used to refer to a metering data storage and analytic system primarily used to store History of Interval data from the AMI head end system, which collects usage and metering data from meter endpoints; the MDMS also includes the account number and communication devices identification hardware.

Provisioning - Provisioning is the process by which enQuesta notifies MDMS and Front ends AMI system

of impending changes or discrepancies in metering data so as to maintain synchrony and prevent MDMS from initiating unintended actions. For example, a Meter Exchange work order initiated in enQuesta provisions MDMS to prevent MDMS from “overreacting” to the signal interruption that will occur during the service action.

3. PROJECT OBJECTIVES

3.1. AMI Integration

3.1.1. To accurately achieve full system integration of the AMI system outlined above, the City is requiring that the full suite of integration points to enQuesta CIS billing system be established and deployed. This solution will provide real time functionality to utilize and present interval meter data for the deployed smart meters utilizing enQuesta and their customers using the enQuesta Web Connect Web Portal to access Home Connect through single sign on for interval data associated to a smart meter.. Integration between the MDMS and the CIS system is required to obtain this interval data for acquire readings for utility billing automatically from the MDMS and to complete work orders using readings from the MDMS one by one or in mass through the work order control sheet template in enQuesta, and provide customers with usage information.

3.1.2. The Objective also defines integration between Tantalus and the CIS System enQuesta as well as integration between the MDMS and CIS system. The areas of integration are defined as Basic Provisioning and real time Multi-Speak methods between

the MDMS and CIS. Through this process, the City will be able to:

- 3.1.2.1. Execute On Demand Reading from newly installed smart meters.
- 3.1.2.2. Request and display Interval data to service representatives and customers.
- 3.1.2.3. Perform cycle reading request from the MDMS to be billed.
- 3.1.2.4. Provide functionality to close service orders for Move out Move in scenarios where only a reading is required to complete. Resulting in no field visit required.
- 3.1.2.5. Allow the MDMS the ability to generate a work order in the CIS for 2 defined actions. These actions will be determined at the MDMS discovery session with RPU and the associated process in the CIS will be established. Additional actions will require a change order. An example of actions could be the MDMS identifies unauthorized tampering or outage . The MDMS will generate a work order type in the CIS to be executed.
- 3.1.2.6. The MultiSpeak® version will be 4.1 for this integration and currently supported through the JBoss version currently installed at RPU. No JBoss upgrade required.
- 3.1.2.7. CIS to MDMS through flat file or Oracle views provisioning (Alpha).All other MultiSpeak integrations between MDMS and CIS will be part of Beta.
- 3.1.2.8. Perform Demand Reset over the air for electric demand meters after being read for billing. This will need further discussion during Beta phase.

3.1.2.9. Automated meter exchanges to be completed in CIS by integrating with an external vendor Work Order Management System in Beta.

3.2. Testing/Training

3.2.1. Testing

3.2.1.1. Test Plans and test cases are the responsibility of the Customer PM. S&S will provide sample test cases and recommended plans based on new functional AMI process, but the Customer PM ultimately understands the Customer business processes. The project plan will list the following formal testing tasks: Customer Testing Alpha Phase, Simulation Alpha Phase, Go-Live Testing Alpha Phase, Customer testing Beta Phase, Simulation Beta Phase and Beta Go-Live Testing.

3.2.1.2. During each testing task, the Customer PM will be responsible for documenting and reporting any issues to the S&S PM.

3.2.1.3. Simulation is a formalized week of testing in which the S&S implementation team will be onsite assisting the Customer with testing the new AMI functionality. The S&S PM will provide a sample test plan and will jointly customize it with the Customer PM to list all of the major business processes that require testing based on this AMI project.

3.2.1.4. The final testing event will occur the day before Go-Live. After S&S brings up the enQuesta system and completes initial smoke testing, the Customer will be responsible for final testing before providing the final approval to launch. The S&S implementation

team will be onsite to assist in testing.

3.2.1.5. Defect Tracking and Incidents can be categorized into bugs, enhancements, training items, configuration issues, conversion issues, and limitations (out of scope). Each type has its own specific workflow and business rules. This will allow Incidents to be documented and traced back to the test case and underlying functional requirement allowing for easy reporting on the “in-process” quality of enQuesta during each testing phase

3.2.1.6. As a final step of testing upon the satisfactory completion of the above testing phases, the City is responsible for approving the system functionality by signing an Integration Testing Sign off form to allow progress to Simulation and another to progress to Go-Live. City sign off is expected within ten (10) days of customer receipt of said document. All testing phases above must be completed and sign off obtained before moving on to the Simulation phase.

3.2.1.7. A Project Close document will be created jointly by S&S and RPU that will detail the issues that need to be resolved for Project closure. This document, also referred to as a Punch List, will contain the agreed upon priority 0 and 1 defects that need to be resolved before a) go-live and b) project close (end of post go-live). Remaining in scope deliverables that need to be implemented or issues that need to be resolved will also be added to this document.

3.2.1.8. Issues and defects reported after go-live will be addressed and resolved according to their priority under maintenance and support guidelines and cannot be added to the Project Close document.

3.2.2. Training

3.2.2.1. S&S is responsible for providing the Core Team training to all participants identified as the Core Team of the AMI project. The purpose of enQuesta Core Team Training is to train the core project team on the new AMI features, functionality and any changes that will occur to their existing business processes as of result of this AMI solution deployment. The Core Team will be comprised of subject matter experts who manage the major functions of enQuesta, such as Billing, Credit & Collections, Security & Administration, Metering, and Customer Service. Core Team training does not include introductory or basic training to users unfamiliar with the processes of enQuesta.

3.2.2.2. The City is responsible for providing end user training to all participants the City deems required to be trained for AMI functionality. This training should be completed prior to Go-Live.

3.3. Go-Live

3.3.1.1. Once the system is accepted through completion of the onsite simulation/system acceptance testing. S&S and the City will Go-Live within 90 days of the date of the signed acceptance.

3.4. Post Go-Live Support

3.4.1.1. The purpose of this activity is for S&S to assist the Client in the identification and resolution of all functional and technical issues, concerns, and errors, jointly referred to as “issues” or “defects”, related to the operations of the Solution.

- 3.4.1.2. S&S shall provide 60 days of post-implementation remote support.. Issues will be reported through the current issue reporting process protocol currently in place between RPU and S&S.
- 3.4.1.3. During this period, S&S will provide a weekly assessment report that indicates issues including, open/closed defects, open issues, training issues, and remaining/open risks as they pertain to the AMI implementation.
- 3.4.1.4. Complete Project closure and acceptance results in transition to standard support will be when all Showstopper and High Issues are resolved. Please refer to the 2019 Systems & Software Support Guidelines which defines issue levels.

3.5. Project Management

3.5.1. Project

- 3.5.1.1. The S&S PM will create and update a project schedule on a monthly basis and submit it to the Customer PM(s) for review and approval. Regular Project Team meetings will be held weekly via conference call.
- 3.5.1.2. The S&S PM is responsible for ensuring the day-to-day activities for S&S are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

3.5.1.3. The Customer PM's are responsible for ensuring the Utility's day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

3.5.2. Time Management

3.5.2.1. Time Management is the process of estimating, scheduling and tracking project activities. The overall project schedule will be managed by the S&S Project Manager to ensure that the project is delivered in a timely manner. All the critical path items will be managed closely by the S&S PM and Customer PMs in their respective areas of responsibility.

3.5.3. Resource Management

3.5.3.1. Resource Management is the responsibility of both the S&S PM and the Customer PM's. Each PM is responsible for the oversight and management of the project team members from their respective organizations which may include employees, contracted consultants and vendors.

3.5.3.2. The S&S PM will manage S&S resources including all of its subcontractors; the Customer PM's will manage Customer resources, independent contractor for Q&A, and third party vendors.

3.5.3.3. At no time shall S&S become involved with the oversight or scheduling of Customer resources or the Customer's third party vendors.

3.5.3.4. It is the responsibility of each PM to ensure proper resources are available as scheduled in the project plan. This includes, but is not limited to, attendance in training sessions, team meetings, and conference calls, as well as participation in analysis, testing, and all other project activities.

3.5.3.5. Changes to the project timeline or the project plan that are due solely to the Customer and/or the Customer's third party vendors may result in a change of scope and be subject to Change Control Plan procedures.

3.5.3.6. Changes to the project timeline or the project schedule that are due solely to S&S and/or the S&S subcontractors may result in a change of scope and be subject to Change Control Plan procedures.

3.5.3.7. S&S' project management is fixed for this project at 42 hours per month for a total of 6 months. If additional time is required the change order process will be executed to extend. Project Management is required through the completion of the Systems and Software's Scope of work.

3.5.4. Change Control Management

3.5.4.1. Change Management is the process whereby out of scope requests or requirements are documented, analyzed, assessed for impact on the project and submitted for approval on mutually agreed upon Change Management Control.

3.5.4.2. The Customer Project Managers will initiate an S&S Change Request Form (see Attachment B – Change request Form) which commences the Change Management process. The initial Change Request will be delivered to the S&S PM for consideration of the following: any possible resolution plans, resource requirements, impact to schedule, proposed timeline, and cost.

3.5.4.3. For all approved changes, the S&S PM will update the project schedule with the additional scope of work including project tasks, durations, and assigned resources. These tasks will then be managed as part of the overall project.

3.5.4.4. S&S may suggest that some Change Requests be managed outside the scope of the original implementation. This project decision will require the mutual agreement of the parties.

3.5.4.5. For those Change Requests that have financial ramifications, Payment Milestones will be reviewed and suggested modifications proposed by the S&S PM. Such proposed Payment Milestone changes shall be subject to the approval of the Customer.

3.6. Project Task , Deliverable and Dependency

General AMI Project Task, Deliverable and Dependency				
Task	Owner	Status	Deliverable	Dependency
Alpha Phase				
Onsite Kickoff Meeting	ALL	Completed		Project Signing
Project Plan	S&S	In progress		Project Signing
Tantalus AMI Provisioning file	S&S	In progress		
Design	S&S & Tantalus	In progress	Joint Mapping document with Tantalus to be approved by RPU.	
Build	S&S	Not Started		Design Signed Off
Test	S&S	Not Started		Build complete
deploy to Production	S&S	Not Started		Tantalus server in place
Cron script and VSFTP	RPU	Not Started		AMI file in production
Tantalus ERT Provisioning file				
Design		Not Started	Joint Mapping document with Tantalus to be approved by RPU	
Build		Not Started		Design Signed Off
Test		Not Started		Build complete
deploy to production		Not Started		Tantalus server in place
Cron script and VSFTP	RPU	Not Started		ERT file in production
Smartworks AMI Provisioning				
Design	S&S & Smartworks	Not started	Joint Mapping document with Smartworks to be approved by RPU.	
Build	S&S	Not started		Design Signed Off
Test	S&S	Not started		Build Complete
deploy to Production	S&S	Not started		Metersense server in place
Cron script and VSFTP	RPU	Not started		
Work order process & pseudu ERT Inventory process in Production	RPU & S&S	Not Started		
Train Copy	RPU & S&S	Not Started		
New Smart Meters deployed into Field 100	RPU	Not Started		system validated for
New Smart Meters deployed into Train	RPU	Not Started		Train setup for addiotnal
Meter Reading Process with MVRs validated	RPU Tantalus S&S	Not Started		
Discovery for Billing Mapping channels	ALL	Not Started	Channel Mapping document with Smart works and Tantalus.	
Train AMI configuration Turn on control code	S&S	Not Started		Train copy
Discovery remote disconnect/reconnect	ALL	Not Started		
Design	ALL	Not Started	Business requirement document for development.	discover session complete
				meters deployed Vendors provisioning meter reading using readings from Tanalus and RPU meter reading to
Completion of Alpha Phase	ALL	Not Started		
Beta Phase				
Remote Disconnect/ Reconnect Cont.		Not Started		
Build	S&S	Not Started		Design Complete
Test	S&S	Not Started		Build complete
deploy to Train	S&S	Not Started		Test complete
Web service (Multispeak) deployment and activation in Train	S&S	Not Started		Alpha Complete
enQuesta configuration in Train	S&S	Not Started		Alpha Complete
Usage screen	S&S	Not Started		Alpha Complete
Work orders	S&S	Not Started		Alpha Complete
work order control sheet	S&S	Not Started		Alpha Complete
Credit andCollections	S&S	Not Started		Alpha Complete
enQuesta Web Connect Portal for AMI	S&S	Not Started		Alpha Complete
Discover & Design for single sign on	S&S	Not Started	Sign off on design access to Smartworks Portal	
Build	S&S	Not Started		Design complete
Test	S&S	Not Started		Build complete
Deploy	S&S	Not Started		Test complete
3rd Party Meter Exchange solution	S&S & RPU	Not Started		
Design	S&S & RPU	Not Started		
Build	S&S	Not Started		Design Complete
Test	S&S	Not Started		Build Complete
Deploy to train	S&S	Not Started		Test Complete
Upload file from 3rd party and exchanges validated	S&S & RPU	Not Started		File from 3rd party
Training	S&S & RPU	Not Started	enQuesta AMI configuration Document for RPU to use to setup Production.	
Simulation	ALL	Not Started	Sign off approval of simulation	All configuration completed
Deploy to Production	S&S & RPU	Not Started		Simulation completed and approved for Go -LIVE
Perform enQuesta configuration in Production	RPU	Not Started		Code in production
Usage screen	RPU	Not Started		Code in production
Work orders	RPU	Not Started		Code in production
work order control sheet	RPU	Not Started		Code in production
Credit andCollections	RPU	Not Started		Code in production
Turn on AMI control Code and set Activate web services	RPU	Not Started		Code in production
Go Live Validate each business process	RPU	Not Started		Code in production

3.6.1.

Tasks could be modified as a result of discovery session.

4. ASSUMPTIONS

4.1. Alpha Phase

- 4.1.1. Alpha Phase flat files will be used for Tantalus provisioning 2 different files required. The Discovery Phase will also address the authorizing and de-authorizing of Meters to the TUNet system. An SQL script will be used to establish this flat data file, which Riverside's IT department will establish re-occurring CRON statements to run and SFTP the file to Tantalus' server to be processed based to an agreed frequency TBD at discovery.
- 4.1.2. New Smart Meter installation will be performed by the City no third party mass meter installation contractor will be used. Current CIS work orders will be used to accomplish this.
- 4.1.3. Flat files will be used for provisioning between the MDMS and the CIS. The City's IT department will also establish a CRON script for this as well to execute the SQL statement resulting on the establishment of a .CSV file. The City's IT department CRON script will include the file transfer to occur to the MDMS server for processing through SFTP protocol.
- 4.1.4. A Pseudo ERT will be carried in enQuesta as another device and is required on the work order installing the new smart meter. This allows the Tantalus system to utilize the current MVRS system to provide monthly billable readings for the smart meters installed

for the Alpha phase.

- 4.1.5. Readings from new smart meters and repeatable ERT to the smart meter will be processed to the MVRS software to populate the cycle requested by the CIS system. Remaining meters for that cycle with no readings will be deployed to handhelds to be read. Once readings are acquired the standard Upload process into CIS is executed. TUNet's capability in the Alpha phase is for KWH and KW Only. Any bi-directional or single phase demand will be processed separately. The current hand held meter reading process will be used in production for both the Alpha phase and the Beta phase.
- 4.1.6. Remote Disconnect / Reconnect of out of scope for this phase. Analysis between vendors and business requirements document should be established and agreed upon before development begins and should take place during this Phase.

4.2. Beta Phase

- 4.2.1. The MultiSpeak® Web services will be used to achieve real time integration version will be 4.1 for this integration.
- 4.2.2. Pseudo ERT on 100 Pilot meters will be removed through a meter exchange work order.
- 4.2.3. The request for readings to be billed from the MDM will need to occur before the standard hand held download is executed for the cycle to be billed. The Hand Held download will be run to acquire readings for meters within the cycle to be billed whose readings already don't exist in the enQuesta Month file from the Billing request from the

MDM. Reason: Tantalus will be acquiring other ERT readings of non-smart meters through there network. Since only 20 % of the meters will be smart meters it is expected that hand held routes will still need to be executed until enough smart meter coverage allows for 100% access to ERT readings of non-smart meters. Since 100% is unattainable the MVRS process should remain for outliers or network outages as a backup solution.

- 4.2.4. Remote disconnect/reconnects on demand reads is to be implemented during this phase but may not be at the start. Development between vendors for this integration will be tracked and provided to the project plan but is not critical path to the start of the beta phase.
- 4.2.5. Vendor Meter installation/ retrofit process established and performed. See section 8.2.
- 4.2.6. Meter reading process with FCS validated. This process will be for the remaining meters that require manual meter reading which are not obtained from the MDMS system.
- 4.2.7. Service Orders (design, build, test, deploy) The 2 work orders defined in the MDMS SOW.
- 4.2.8. Billing request and response files between MDMS and enQuesta (build, test, deploy). The request of Billable readings from the MDM should trigger the MDM to invoke demand resets for demand meters from the MDM to the front end TUNet system.
- 4.2.9. Any bi-directional or single phase demand meter will be processed separately during Alpha phase but will be included in Beta from the MDM system through the Channel

mapping process.

5. ENQUESTA CIS BUSINESS REQUIREMENTS

5.1. Synchronization / Provisioning

5.1.1. The data synchronization to the frontend AMI system will be accomplished by providing these .csv files to the AMI frontend vendor Tantalus. The following is a list of the files:

- a) CIS Export - User Import file - Customer information for AMI meters
- b) ERT provisioning R300_400 - Customer information and authorization for electric meters.

Systems & Software will develop 2 programs that will have the capability to run from CRON to develop these .csv files. The program will also develop a report that will be stored to the enQuesta report directory. The files created will reside on the enQuesta server.

Note: *It will be the responsibility of the City to perform and Maintain the CRON schedule and the SFTP from enQuesta to the Tantalus server for processing.*

5.1.2. The CIS system will need to provide data to the MDMS to ensure synchronization of Account Number, Meter Number, Billing Cycle, etc.

5.1.3. The full periodic synchronization know as provisioning will be done from CIS generating a CSV file to be ftp'd and processed by MeterSense. Systems and Software will establish this program to operate from CRON. This will allow the MDMS to avoid issues that can arise when changes are input into the CIS and then cancelled (i.e., the CIS does not

need to track changes).

Note: *It will be the responsibility of the City to perform and Maintain the CRON schedule.*

5.1.4. S&S will create this provisioning delimited file based on established tables in enQuesta. Lastly if MultiSpeak® methods are desired for provisioning between the CIS and the MDMS for provisioning to replace the Oracle View method or Flat file method, this will be researched and approached through a change order process as the analyze and development time at project start would affect the initial project timeline. The program will also develop a report that will be stored to the enQuesta report directory. The files created will reside on the enQuesta server.

Note: *It will be the responsibility of the City to perform the SFTP from enQuesta to the MDMS server for processing.*

5.1.5. S&S will establish tables to be used by the new program that will generate the new flat file for MDMS. These tables and data fields will be validate with the MDMS.

5.2. Smart Meter provisioning

5.2.1. New smart Meters being brought into enQuesta Inventory will be required to contain the

AMI flag on the Meter Inventory record within enQuesta. This AMI Flag is required to be set to a Y and the AMI type field identified as 0= Manual Meter which refers to someone physically required to turn off or on the meter onsite or 1 = Remote Disconnect Meter which means the Power can be turned off or On remotely by TUNet. The field is also required to be set. The image below presents these 2 fields. The codes for configuration may change based on implementation setup. The importance is to identify a manual shut off meter verses a remote disconnect capable smart meter.

The screenshot shows the 'enQuesta - Connected to EPB Train as trainet' window. The 'Device Maintenance' form is displayed with the following fields and values:

- Application:** Electric
- Device Code:** 5
- Device #:** 5591
- ARB Remote ID#:** (empty)
- MFG Serial ID #:** (empty)
- Purchase Order #:** (empty)
- Purchase Date:** 2/07/1943
- Purchase Cost:** \$54.00
- Install Date:** 2/27/1975
- Install Cost:** .00
- Returned Date:** (empty)
- Work Order Number:** 0
- Work Order Year:** 0
- Set Date:** 2/27/1975
- Battery Date:** (empty)
- Shaft Reduction:** (empty)
- Number Cams:** (empty)
- Number Cams Contracts:** (empty)
- Maintenance Date:** (empty)
- RH Test Circle:** (empty)
- Usable/Unusable:** D - Usable
- Ownership Flag:** (empty)
- AMI Flag:** Y - AMI Meter (circled in red)
- AMI Type:** 0 - Manual Meter (circled in red)
- Warranty Date:** (empty)
- Warranty Type:** 0 - DEFAULT
- Comments 1:** (empty)
- Comments 2:** (empty)
- Inventory "Issued" Information:**
 - Worker #:** 0000 - TRANSPORTATION DEPT
 - Issued Date:** (empty)
 - Truck #:** 0 - INVALTO EQUIPMENT NO
 - Operator #:** 0000

5.2.2. The current Hand Held process is modified to exclude AMI meters in the MVRs download where reads are provided from the MDM. This will get implemented in the Beta

Phase.

5.3. Billing Requests

5.3.1. The MDMS and enQuesta will implement the MultiSpeak®®

GetReadingsByMeterID method for billing integration.

5.3.2. The list of meter IDs and start date parameters will be derived from list of billed cycles. The billing closure time will be selected by CSR before making request. Below are assumptions on return readings:

- The method will return the most recent register read for each meter for the billing cycle
- (could be a couple days old or it could be 10 days old)
- Missing reading will not be returned (vs. old reading or an error)
- Would be up to enQuesta to decide how to handle the reading
- Part of the response is the date/time, and the value – it will be up the utility to configure kick-out (to decide on-demand reading, estimate read or send someone else in the field)
- EnQuesta distinguishes AMI read meters from non AMI meters

5.3.3. enQuesta will create a request pool to handle concurrent requests for each meter in billed cycle. The pool size will be defined in configuration for optimal performance. Once the pool completes all the requests it will create the “formatted block” message for further processing in enQuesta (existing process).

- 5.3.4. Billing Request will be updated with current status and metrics when it's completed.

5.4. Interval Data in enQuesta and Web Connect

- 5.4.1. Interval reading data will be presented to the CSR in the Inquiry Portal on the Usage Tab. A new inquiry configuration will be established to be associated through enQuesta operator security to View and the end user through Web Connect will have access to interval data through Customer Connect from Smartworks.

- 5.4.2. enQuesta will initiate the MultiSpeak® method labeled **GetReadingsByMeterIDAndFieldNameIntervalData** method to get Interval Data, the interval data will be in 60 minutes interval.

- 5.4.3. S&S will aggregate the Interval Data on the enQuesta side for following intervals for display in the enQuesta Billing portal:

- Hourly – 1 hour
- Daily – 24 hours
- Monthly – 1 month

- 5.4.4. If meter is configured for 1 hour interval and requested interval is 15 minutes

exception will be thrown by enQuesta API.

5.4.5. An enhancement will be created to WebConnect to integrate through Single Sign On with the SmartWorks Connect per the scope below.

- A new button will be added to the account summary screen on a customer's WebConnect account bringing them to SmartWorks Connect portal.
- Only accounts with AMI meter types will see this option
- This will be Single Sign on, when the customer log into WebConnect, they will not be required to log in again to access SmartWorks Connect.
- A new window will be opened when the user clicks on this new option.

5.4.6. See Appendix A for sample SOAP Messages for enQuesta Interval Data requests.

5.5. On Demand Reading Request

5.5.1. enQuesta to perform on-demand read through MDMS MultiSpeak® method

InitiateMeterReadingsByMeterID supplying a transaction ID and a response URL.

MDMS will then attempt to perform an on demand read to that meter, using whatever protocol is configured for that action. This may be another MultiSpeak® request, but may also be a proprietary API call depending on the AMI system the meter belongs to. Once MDMS has received the readings from the AMI system, it will make a

ReadingChangedNotification call back to the response URL supplied in the initial request, and quoting the supplied transaction ID. In the event of a timeout or other failure of the on-demand reading, MDMS will respond with a MultiSpeak® error message. enQuesta will

make this process pseudo synchronous so the client processes stay the same. enQuesta will have configuration to define how the reading will be acquired, by default it will use above method but in case if there are communication problem with meter two other options will be available: Using **GetLatestReadingByMeterID** method which asks for the most recent reading from MDMS database for a single meter. The response contains the timestamp, channel ID, value, and unit of measure of the latest register reading in the database. One reading for each channel is supplied in the response. Both methods, when enQuesta will first try to get the readings using **InitiateMeterReadingsByMeterID** method and if it's failed/timeout will try to get it using **GetLatestReadingByMeterID** method.. Below is a screen print of the Usage screen on main inquiry which displays the ondemand read date and time stamp.

5.5.2. SOAP Messages to be established in technical integration document..

5.6. Service Order Integration

5.6.1. Service Order integration includes the following functionality:

Query Service Orders. Use Case: determine if a tamper alarm was caused by field work. Following

MultiSpeak® CB Server methods for this functionality will be implemented by S&S:

- GetServiceOrdersByStatus
- GetServiceOrderByServiceOrderID
- GetServiceOrdersByServiceLocation
- **Create** Service Orders. Use Case: create an investigate meter service order after receiving a tamper alarm and determining it was not caused by planned field work. Following MultiSpeak® CB and NOT (Notification) Server methods for this functionality will be implemented by S&S:
 - ServiceOrderOpenedNotification - NOT
 - GetNextNumber – CB. Will be used to keep track of created Service Orders. This will be called before ServiceOrderOpenedNotification in order to obtain service order number.
- **Update** Service Orders. Use case: Auto close of Move Out service order with a meter read.

Following MultiSpeak® NOT Server method for this functionality will be implemented by S&S:

- ServiceOrderChangedNotification
- **Complete** Service Orders. Use Case: Move Out, rules engine would have a list of move out's for the day. Following MultiSpeak® NOT Server method for this functionality will be implemented by S&S:
 - ServiceOrderClosedNotification

All above MultiSpeak® methods will be implemented in enQuesta and are one-way synchronous methods where MDMS is a client and enQuesta is a server.

5.6.2. EnQuesta has a field order flag to distinguish work orders that require field visit from

those that can be completed with an AMI meter read. Following AMI kick off meeting, Systems and Software and City will meet to review the work orders that can be completed using the AMI system. Through this scope, S&S will change the work order flag of the existing work order types. An example of a work order could be: **Move In Work Orders**

5.6.3. Systems and Software and City will meet regarding Non-automated Work Order Creation and review those in MDMS's Task listing and decide which ones require integration in enQuesta. The work order Types will be created as necessary.

5.6.4. SOAP Messages to be included in technical document.

6. REMOTE DISCONNECT FUNCTIONALITY

6.1. AMI remote connect/disconnect

- 6.1.1. When an AMI meter is configured for remote connect/disconnect, the enQuesta work order will not need to be sent to the field to be worked.
- 6.1.2. When remote disconnects are created in batch, enQuesta will need to stagger the disconnect messages to the MDMS so all disconnects do not happen at the exact same time. The time is associated on the work order and a work order Que is established to allow a user to review the list of open orders by Time to be sent to the MDMS shut off work orders.
- 6.1.3. The Auto Void reconnect parameters are adjusted to work with remote reconnect meters. So if a payment is made and the work order time is not elapse it will be voided if processed a turn on work order will be established and sent to the MDMS with a time to be worked automatically.
- 6.1.4. Scenarios where a Move out /Move in are close enough that no disconnect or reconnect to the property is requested or required the enQuesta work order will follow the work order control sheet template for completion as explained in section 5.6.2 for work orders to get completed using a reading from the MDM.

Question for TUNet & City – What time should enQuesta stagger the disconnect messages for remote disconnects? To be determined at discovery

7. OUTSTANDING ISSUES/QUESTIONS

7.1. Manual Meters

- 7.1.1. Meter readers will acquire readings of non-AMI meters manually through current hand held process and the reads will be uploaded to the current Hand Held meter reading system; the reads will then be uploaded into the enQuesta for monthly billing. Systems and Software and City will review this process in detail and make sure that these manual reads, which are not in the MDMS, can be uploaded to enQuesta without interfering with the MDMS reads for the bill cycle about to be billed based on the new reads.

7.2. Remote Meter Actions

- 7.2.1. It is expected that the AMI system will provide the capability to the City to remotely disconnect some electric, and remotely reconnect these meters. enQuesta has the configuration to bundle up this this information for the Action to be taken in AMI. The integration to the MDMS for remote Disconnects and Connects needs to be programmed. S&S has the WSDL for MDMS to program its responses back to enQuesta. It is **unknown** what the MDM system is expecting from a real-time remote disconnect API capability. Each MDM vendor has different expectations that need to be programmed to. S&S will work with MDMS to define this functionality. enQuesta's api communication back from

the MDM system provides enQuesta with a successful action so the work order in enQuesta is completed and if failure in the AMI system occurs and remote disconnect or reconnect did not occur then that failure is also sent to enQuesta and enQuesta Voids the action work order and creates a new work order for the field to be manually executed.

8. BUSINESS PROCESS AND REQUIREMENTS FOR METER EXCHANGES

8.1. Work Orders Internal

- 8.1.1. Analysis of the current meter exchange work orders will take place and new meter exchange ERT installs, removal , and exchanges will be configured as needed and tested for this project. Other internal work orders will be establish as needed for the City to maintain the new AMI account integrity. Note if additional Companies are utilized in the future to assist in installation more work order types will be required to be established.

8.2. Work Orders External Vendor

- 8.2.1. A program will be developed to produce a file from enQuesta to provide the necessary data required for a third party meter installation company to perform the required exchanges & retrofits designated by the City. This file will be a .CSV format and the data elements to be determined during discovery with the selected Vendor at that time. The data elements must exist

in enQuesta. If Outside data is required to be included in this interface a change order will be established.

8.2.2. During discovery The City will need to provide the logic required for the selection of appropriate accounts to be exchanged by a 3rd party vendor.

8.2.3. The Vendor will require periodic file updates because CIS data changes and they will require updated data. This program will have the ability to run from Job scheduler or manually run as needed. The frequency is usually Monthly or on demand when the vendor wants updated data.

8.2.4. Report codes will be used to keep track of accounts selected to be worked verses already completed or returned to Utility as defined below in 8.2.12. Report codes to be established as part of initial setup.

8.2.5. A program will be created within enQuesta that will need to be run in order to create the work orders from the file placed in the appropriate enQuesta directory.

8.2.6. The file definition below contains the data for the creation and completion of the work order required by enQuesta. The format is required in .csv no header record from chosen VENDOR. The following Table is the file layout required back from VENDOR for upload.

Field name	Data type	field length
Work Order Type Number	N	4
Customer Account number	N	12

existing Meter ID	AN	12
HH Comment 1	AN	23
HH Comment 2	AN	23
Read Instruction code line 1	AN	23
Read Instruction code line 2	AN	23
Location Code	AN	23
Location description 1	AN	20
GIS Coordinate 1	AN	20
GIS Coordinate 2	AN	20
Existing Remote device ID	AN	12
Removal Reading Date seq 1	N	8
Removal Reading seq 1	N	9
Removal Reading Date seq 2	N	8
Removal Reading seq 2	N	9
Removal Reading Date seq 3	N	8
Removal Reading seq 3	N	9
New meter number	AN	12
New Other device Type 1 (always a X=Register)seq 1	N	2
New other device type 1 (register)seq 1 device ID	AN	12
New Other device Type 1 (always a X=Register)seq 2	N	2
New other device type1 (register)seq 2 device ID	AN	12
New Other device Type 1 (always a X=Register)seq 3	N	2
New other device type 1 (register)seq3 device ID	AN	12
New Other device Type 2 (always a X=Radio)seq 1	N	2
New other device type 2 (radio)seq 1 device ID	AN	12
New Other device Type2 (always a X=Radio)seq 2	N	2
New other device type 2 (radio)seq 2 device ID	AN	12
New Other device Type 2 (always a X=Radio)seq 3	N	2
New other device type 2 (radio)seq3 device ID	AN	12
Starting reading date seq 1	N	8
Starting reading seq 1	N	9
Starting reading date seq 2	N	8
Starting reading seq 2	N	9
Starting reading date seq 3	N	8
Starting reading seq 3	N	9
Resolution Code	N	4
Diary Note		
Multiplier	N	4

- 8.2.7. **Note:** Transfer protocol of the file will be between City of Riverside and the VENDOR to gain access to the enQuesta server.
- 8.2.8. This program will create and complete work orders on accounts and also produce a report of the work orders created to be viewed at time of execution through Preview Icon or will also reside on the enQuesta report resource directory.
- 8.2.9. This program will allow the end user to pop up and select the appropriate .csv file to be uploaded.
- 8.2.10. **Return to Utility** If the Vendor can't perform the work at a premise the file back to the CIS system will contain a work order Type for an RTU (Return to Utility). The work order will only be created not completed in enQuesta . A Work order Que will be created so a resource can review the open RTU work orders and determine what needs to occur next in the Riverside determined business process to repair the service or the customer is sent a letter to repair the service on their side, etc... The completion of the work order means the Utility accepts taking back the account and the report code is changed.

9. METER AND OTHER DEVICE INVENTORY

9.1. Initial Setup

- 9.1.1. Meters and Radio devices, for the Alpha Phase, will need to be established

in enQuesta as inventoried items. The manufacturer of new meters and radio devices will also send the City the list of devices electronically. enQuesta is capable of loading meters and other devices into enQuesta using a file. The file format is typically an MS Excel format. For instance, column A will contain the device ID. Most customers edit the electronic file from the manufacturer or copy the device ID and create a new file. The file is then saved to an enQuesta directory (to be determined). Next, utilizing the “Quick” functionality in enQuesta, the User selects the file and identifies a template which the device data can be recorded to in enQuesta. By uploading files to these templates, enQuesta records the device data to the enQuesta inventory. This is performed for meters and then for other devices such as radios.

9.1.2. The Radio and Register are considered “Other” devices in enQuesta. The device parameter initial setup will utilize Other Device Type codes XX = Register and XX = Radio as a description. These Codes will be determined during the project. The City can choose to carry both or neither in inventory. This will be a decision during the project TBD. S&S recommends at least the Radio device to be carried in inventory. When installed at the customer premise through a work order the Other Device Type XX and Other Device ID inventory numbers are added.

9.1.3. The account will contain 1 CMTR record in enQuesta for each register reading required. The City will need to determine all attributes to be populated on the

Register and Radio inventory record to establish the initial template for each.

- 9.1.4. The file the City should FTP to a location on the enQuesta server (TBD) will only consist of 1 column each containing the device number. Each device Type Meter, Register, Radio is a separate file and the creation program you will select the template for the particular device being created.

- 9.1.5. The screen below will be used to upload Meters and Radio devices and Registers into inventory.

The screenshot shows a web browser window titled "Device Quick Entry - Webpage Dialog". The main content area is titled "Device Quick Entry" and contains a form with the following fields and controls:

- Application:** A dropdown menu currently set to "SE-WATER".
- Create Devices, Other Devices, or Both?** A dropdown menu currently set to "D - Devices".
- Enter Device To Use As Template:** A section with several input fields, each followed by a magnifying glass icon for search:
 - Template Device Code
 - Template Device ID
 - Device Active Code
 - Template Other Device Code
 - Template Other Device ID
 - Other Device Active Code
- Create Device From File?** A dropdown menu currently set to "N - No".
- Create Meter Test Records From File?** A dropdown menu currently set to "N - No".
- At the bottom of the form, there is another dropdown menu currently set to "N - No".

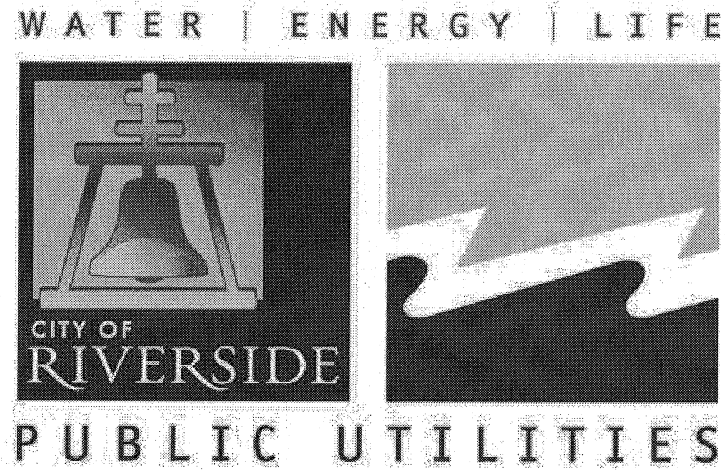
At the top right of the form area, there are buttons for "Previous", "Next", "Submit", and "Cancel".

10. DOCUMENT DELIVERABLES

- 10.1.1. Joint Tantalus provisioning mapping document
- 10.1.2. Joint Smartworks MDMS provisioning document
- 10.1.3. Joint Smartworks MDMS technical SOAP & channel mapping document
- 10.1.4. S&S' current documentation on CIS and Billing functionality related to AMI non customer specific.
- 10.1.5. Mass meter exchange Vendor Mapping document of data down and back.
- 10.1.6. Approval document executed by RPU once simulation has been completed.

Schedule “B”
Fee Structure and Payment Schedule

The total fees payable under this Software Implementation Services Agreement are depicted in the enQuesta AMI Integration Pricing and Payment Schedule, **under separate cover**.



enQuesta AMI Integration Pricing & Payment Schedule

April 4, 2019



ENGAGEMENT PRICING

Contract Summary

All contracted Software, Hardware and Services will be quoted and provided on a Fixed Fee basis. Travel expenses are estimated here for budgetary purposes but will be billed as incurred. The proposed scope of this project is defined in the AMI Interface to enQuesta Statement of Work. Additional services (including Travel & Expenses) required due to out-of-scope work will be quoted and billed on a time & materials basis at the then current rate charged by S&S.

Summary Pricing

enQuesta AMI Integration Project	
DESCRIPTION	TOTAL
Software License Total	\$55,000
Development & Professional Services Total	\$226,810
SUMMARY PRICE (excluding Travel)	\$281,810.00
Travel Time and Expenses (estimated)	\$22,995

AMI interface to enQuesta Detail Pricing

Riverside AMI integration with enQuesta Detail Pricing	
Description	Price
enQuesta to MDMS Multispeak API License Readings	\$22,500
enQuesta to MDMS Multispeak API License Remote Disconnects	\$22,500
Meter Exchange Vendor Work order Create complete Program	\$10,000
Subtotal License	\$55,000
Project Management	\$46,620
Analysis & Data Mapping	
Professional Services	\$14,800
Development	\$14,800
Meter exchange Vendor	\$3,700
enQuesta Configuration & Business Testing & Connectivity with vendors	
Professional Services	\$18,500
Development	\$1,850
Meter exchange Vendor	\$3,700
Development	
Change current HH download	\$1,480
Tantalus provisioning 2 files	\$10,360
enQuesta to MeterSense Flat File Provisioning	\$12,210
Remote disconnect coding to vendor WSDL	\$22,200
Web Connect SSO to Smartworks	\$7,400
Code Deployment to Train	\$2,220
Meter Exchange Vendor	\$1,850
Integration testing & Training	
Professional Services Internal testing	\$16,650
Professional Services Onsite Training & Simulation testing	\$27,750
Meter Exchange Vendor	\$7,400
Go-Live	
Code Deployment to Production	\$2,220
Remote Support	
Professional Services	\$4,625
Development Services	\$4,625
Meter Exchange Vendor	\$1,850
Sub Total Services	\$226,810
Onsite Travel Analysis 2 resources + PM	\$6,000
Estimated Travel hours (6 hrs per resource)	\$1,665
Onsite Travel Training & Simulation	\$6,000
Estimated Travel hours	\$1,665
Onsite Travel Go-Live	\$6,000
Estimated Travel hours	\$1,665
Subtotal Estimated Expenses	\$22,995
Total Budget Price	\$304,805

Payment schedule

Payment Schedule

Project Deliverables	Professional services	License	Payment Amount	Date
Contract Signing	\$18,019	\$55,000.00	\$73,019	TBD
Completion of onsite Analysis	\$27,029		\$27,029	TBD
Delivery of code to Train	\$27,029		\$27,029	TBD
Completion of Onsite Core Team Training	\$36,038		\$36,038	TBD
Completion of Simulation	\$27,029		\$27,029	
Go-Live Alpha Phase	\$27,029		\$27,029	TBD
Remote connect and disconnect Go-Live	\$18,019		\$18,019	
TOTAL (excluding Travel)	\$180,190	\$55,000	\$235,190	
Project Management Deliverables			Payment Amount	Date
Installment 1			\$23,310	at contract signing
Installment 2			\$23,310	start of Month 3
Total			\$46,620	
Post Go-Live			Maintenance	
Maintenance billed at contract signing			\$17,500.00	
	Note Maintenance will be prorated to renewal date			
Travel Expenses(estimated) not to exceed Billed as incurred			\$18,000	
Travel Hours (estimated) billed as incurred.			\$4,995	

NOTES:

- Annual Maintenance for enQuesta remains in effect as per 2018 S&S Support Agreement.
- Invoicing will occur upon completion of events described above
- Travel expenses will be billed as they are incurred. Client shall reimburse S&S for:
 - o Direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees
 - o Travel time for each on-site resource which will be billed at 50% of the current standard rate/hour
 - o The standard rate for 2018 is \$185.00/hour as a result the rate at which travel time will be billed in 2018 is \$92.50/hour
 - o A per diem rate of \$55.00 for week days and a \$110.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided).
 - o Per Diem rates will periodically be revised at the discretion of our parent company. When that occurs the rates referenced above of \$55.00/weekday and \$110.00/weekend day may be increased accordingly.
 - o A mileage charge based on the current Internal Revenue Service recommended rate per mile
 - o All other reasonable expenses incurred in the performance of S&S's duties including courier services and documentation copying or production.
- Project Management has been set at 42 hours per month/fixed price. Should additional time be required, T&M charges will apply at current years hourly rate.
- Contract signing deliverable is payable upon receipt of the signed contract by S&S – All other amounts are due within 30 days from the date deliverable is completed
- Additional services outside the scope of this project will be billed monthly on a time & materials basis at the then current rate charged by S&S
- Quotation is valid until March 31st. If contract will not be executed by this date the pricing must be reestablished based on the 2019 hourly rate increase to 195.00 and estimated expenses increased to \$2,500 per trip still billed as incurred.

MAINTENANCE

Maintenance – Newly implemented enQuesta Software

Maintenance on new enQuesta Software is due on signing of this agreement. The maintenance will be billed on a prorated basis from signing until your next renewal date. The schedule above depicts a full year of maintenance. Please refer to the Support and Maintenance agreement for further definition.

Systems & Software appreciates the opportunity to be of continued service.

Thank you.

Sincerely,



Michael Lamontagne
Systems and Software

Schedule "C"
Sample Form Change Order

Title			
Requested By		Submitted To	
Change Order Request #		Priority	
Requested Date		Response Required Date	
Description of Requested Change			
Justification for Change			
Impact of Not Making the Change			

Change Order Response

Response By		Submitted To	
Response Date			
Proposed Resolution			
Work Effort			

PMO Analysis

Risk / Cost if Approved	
--------------------------------	--

Risk / Cost if NOT Approved	
Impact to Project Schedule	
Total Cost and Payment Terms	

The above change request has been submitted, assessed and approved by the PMO Team and the Executive Sponsors. Signed Approval of this document indicates the change described may be executed as described.

Signed: _____
Customer City Manager:

Date: _____

Signed: _____
S&S Executive Sponsor:

Date: _____

Signed: _____
S&S Project Manager:

Date: _____

Schedule "D"
Insurance Requirements

1. General Provisions. Prior to the Organization's execution of this agreement, S&S 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 Organization's Risk Manager or Organization's legal counsel, or a designee, unless such modification is prohibited by law.

1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on S&S's indemnification obligations under the agreement. The limitation of liability is stated in Section 5 of the Software Implementation Services Agreement.

1.2 **Ratings.** Any insurance policy or coverage provided by S&S or subcontractors as required by the agreement shall be deemed inadequate and a material breach of the 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.

1.3 **Cancellation.** The Commercial General Liability policy shall not be canceled without thirty (30) days' written notification of cancellation given to Organization. New insurance certificates will be provided in the event of lapse or cancellation of auto or worker's compensation.

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

2. Workers' Compensation Insurance. By executing the agreement, S&S certifies that S&S 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. S&S shall carry the insurance or provide for self-insurance required by California law to protect said S&S from claims under the Workers' Compensation Act. Prior to Organization's execution of the agreement, S&S shall file with Organization either 1) a certificate of insurance showing that such insurance is in effect, or that S&S is self-insured for such coverage, or 2) a certified statement that S&S has no employees, and acknowledging that if S&S does employ any person, the necessary certificate of insurance will immediately be filed with Organization. Any certificate filed with Organization shall provide that Organization will be given ten (10) days' prior written notice before modification or cancellation thereof.

3. Commercial General Liability and Automobile Insurance. Prior to Organization's execution of the agreement, S&S shall obtain, and shall thereafter maintain during the term of the agreement, commercial general liability insurance and automobile liability insurance as required

to insure S&S 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 S&S. The Organization, and its officers, employees and agents, shall be named as additional insureds under S&S's insurance policies.

3.1 S&S'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.

3.2 S&S'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 S&S's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with S&S's performance of this Agreement, which vehicles shall include, but are not limited to, S&S owned vehicles, S&S leased vehicles, S&S's employee vehicles, non-S&S owned vehicles and hired vehicles.

3.3 Prior to Organization's execution of the agreement, certificates along with additional insured endorsements acceptable to the Organization evidencing the coverage required by the agreement, for both commercial general and automobile liability insurance, shall be filed with Organization and shall include the Organization 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.

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 Organization 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 S&S will be considered primary and not contributory to any other insurance available to the Organization and Endorsement No. CG 20010413 shall be provided to the Organization.

4. Errors and Omissions Insurance. Prior to Organization's execution of the agreement, S&S shall obtain, and shall thereafter maintain during the term of the agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the Organization from claims resulting from the S&S's activities.

5. Subcontractors' Insurance. S&S 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 Organization's request, S&S shall provide Organization with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.