



PROFESSIONAL SERVICES AGREEMENT NO. 47820

Company Name: POWER Engineers, Inc.

Subject: Geographic Information System (GIS) Maintenance
and Support

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AGREEMENT NUMBER 47820

BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER AND POWER Engineers, Inc

THIS AGREEMENT is made and entered into by and between the City of Los Angeles acting by and through its Department of Water and Power, a municipal corporation, (hereinafter "LADWP") and POWER Engineers, Inc., an Idaho corporation, (hereinafter the "Consultant" or "Contractor"). Individually, LADWP and Consultant are referred to under this Agreement as a "Party" and collectively as the "Parties."

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: PARTIES AND NOTICE

1.1 Parties to the Agreement

The Parties to this Agreement are:

Los Angeles Department of Water and Power (LADWP)
111 North Hope Street
Los Angeles, California 90012

and

POWER Engineers, Inc.
3940 Glenbrook Drive
Hailey, Idaho 83333

1.2 Service of Notices

All notices, demands and communications regarding the interpretation of the terms of this Agreement or changes thereto shall be made in writing and may be effected by personal delivery or by certified mail, overnight carrier, or confirmed facsimile and shall be deemed communicated as of the date of delivery or the date of mailing, whichever is applicable, or in the case of a facsimile or email, upon receipt if transmitted during the receiving Party's normal business hours, otherwise on the first business day following receipt.

If the name or address of the person(s) designated to receive notices, demands or communications, is changed, or additional persons are added to receive

notices, demands or communications, written notice shall be given to the other Party, in accord with this article, of said change.

The authorized representatives to receive said notices shall be:

Authorized representatives of LADWP:

Alex Valdez
Assistant Director of Information Systems II
Los Angeles Department of Water and Power
Information Technology Services
233 South Beaudry Avenue, 12th Floor
Los Angeles, California 90012
213-367-2103
Alex.Valdez@ladwp.com

and

Wei Chou
Information Systems Manager
Los Angeles Department of Water and Power
Information Technology Services
233 South Beaudry Avenue, 12th Floor
Los Angeles, California 90012
(213) 202-2347
Wei.Chou@ladwp.com

Authorized representatives of the Consultant:

Chris Erpelding, Strategic Consultant III
3900 South Wadsworth Blvd, Suite 700
Lakewood, CO 80235
303-716-8954
chris.erpelding@powereng.com

and

Jim Plummer, Strategic Consultant III
3900 South Wadsworth Blvd, Suite 700
Lakewood, CO 80235
303-716-8976
jim.plummer@powereng.com

and

Bill Corey, Senior Consultant III
5675 Ruffin Rd, Suite 250
San Diego, CA 92123
858-810-5352
bill.corey@powereng.com

1.3 Execution of Task Orders and Contract Administration

The LADWP authorized representatives identified in Article 1.2 above are authorized to execute Task Orders, and perform Contract Administration duties such as issue Change Order Notices, formally approve Deliverables, review invoices submitted for payment, etc.

ARTICLE II: TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate one (1) year thereafter, subject to the termination provisions herein. Performance shall not begin until the Consultant has obtained LADWP approval of insurance required herein.

ARTICLE III: TIME

LADWP and the Consultant understand and agree that "Time is of the Essence" in performance of this Agreement.

ARTICLE IV: COMPENSATION AND PAYMENT

4.1 Compensation

4.1.1 Not-to-Exceed Amount

The total compensation that may be paid to the Consultant by LADWP for complete and satisfactory performance of services under this Agreement shall not exceed two million dollars (\$2,000,000).

4.1.2 Authorized Expenditures

Of the total amount of compensation included in Article 4.1.1 above, LADWP shall pay the Consultant for services performed, tasks implemented, and deliverables provided as specified in individual Task Orders executed in accordance with Article 4.2, Allowable Fees and Costs, and Article VI, Task Order Development and Approval, of this Agreement. LADWP shall not be liable for payment of monies unless there is a written Task Order approved by LADWP's authorized

representative(s) identified in Article 1.2 of this Agreement. Therefore, there is no guarantee that the Consultant shall receive any amount of work during the term of this Agreement.

4.2 Allowable Fees and Costs

LADWP shall pay for services established in a Task Order executed in accordance with Article VI, Task Order Development and Approval, of this Agreement and based upon the Consultant and Subconsultant labor rates established in **Exhibit C, Fee Schedule**, which is attached hereto and made a part hereof. Such labor rates are inclusive of salary, employee benefits, overhead, profit, general office expenses, administrative services, invoice preparation and processing, routine telecommunications, internet, personal computer, facsimile, routine postage, individual shipping charges of less than ten dollars (\$10.00), incidental copying, one hard copy of deliverables, and one electronic copy of deliverables costs.

4.2.1 Payment of Subconsultant Costs

LADWP shall pay for Subconsultant expenses at the actual amount to be paid by the Consultant to the Subconsultant, consistent with the Subconsultant labor rates and fees established in **Exhibit C, Fee Schedule**, or the Subconsultant rates established in an authorized Task Order for services provided in accordance with this Agreement. In the event of a conflict between the Subconsultant rates established in **Exhibit C, Fee Schedule**, and an authorized Task Order, Subconsultant costs shall be paid at the lowest rate.

The Consultant may invoice for direct services in the management, oversight, and administration of Subconsultants, including the Consultant's reviewing and processing of Subconsultant invoices. No markup of any kind by the Consultant or Subconsultant for Subconsultant services of any tier shall be allowed.

4.2.2 Reimbursement of Travel Expenses

Travel expenses necessary to perform required work for LADWP pursuant to an authorized Task Order must be pre-approved by LADWP. LADWP approved travel expenses shall be paid at the actual cost of such expenses, consistent with **Exhibit D, Allowable Travel Expenses**, which is attached hereto and made a part hereof. No markup of any kind by the Consultant or Subconsultant of any tier for travel expenses shall be allowed.

4.2.3 Other Reimbursable Expenses

Other reimbursable expenses include purchase of special equipment, necessary field supplies and facilities, testing and laboratory services, individual shipping charges in excess of ten dollars (\$10.00), materials, supplies used in the work performed for LADWP pursuant to an authorized Task Order. Reimbursable expenses shall be paid by LADWP at the actual cost of such expenses, the expense rates established in **Exhibit C, Fee Schedule**, or the expense rates established in an authorized Task Order, as applicable. In the event of a conflict between the expense rates established in **Exhibit C, Fee Schedule**, and an authorized Task Order, expenses shall be reimbursed at the lowest rate. No markup of any kind by the Consultant, Subconsultant of any tier, or supplier for other reimbursable expenses shall be allowed.

Any items purchased at the request of LADWP to accomplish the work shall become the property of LADWP upon purchase and shall be delivered to LADWP at the conclusion of the work. Any other items purchased by the Consultant for performance of services pursuant to an authorized Task Order shall be the property of the Consultant, shall not be charged to LADWP, and shall not be reimbursed by LADWP.

4.2.4 Conditions for Payment for Overtime

Any work required by an individual in excess of eight (8) hours a day, or on a weekend, holiday, or any other instance in which payment of an overtime or labor rate premium could be applicable shall be based on the labor rates established in **Exhibit C, Fee Schedule**. In special circumstances, an overtime or labor rate premium may be allowed at the sole option of LADWP, with prior written approval by an LADWP authorized representative designated in Article 1.2 of this Agreement. The overtime billing rate shall be calculated based upon the employee's salary rather than the entire fully loaded billing rate.

4.3 Method of Payment

Payment for Consultant services shall be made in accordance with authorized Task Orders. The Consultant shall submit invoices to LADWP in accordance with authorized Task Orders, with the billings against each individual Task Order tracked separately.

4.3.1 Required Invoice Information

A hard copy of the invoice shall be submitted to:

Attn: Wei Chou
Contract Administrator
Department of Water and Power

City of Los Angeles
233 South Beaudry Avenue, 12th Floor
Los Angeles, California 90012

An electronic copy of the invoice must be concurrently submitted and emailed to wei.chou@ladwp.com

The following information shall be included in each invoice submitted by the Consultant to LADWP:

1. Consultant name, address, and vendor code number as registered on LADWP vendor database
2. City of Los Angeles Business Tax Registration Number
3. Internal Revenue Service ID Number
4. Date of invoice
5. Invoice number
6. Contract number
7. Summary of individual Task Orders, including amount of current invoice, total invoiced to date, total authorized Task Order amount, Task Order percent complete, and percent of authorized Task Order cost invoiced to date, and the end date of the Task Order
8. Description of services and deliverables provided related to each individual Task Order and associated costs
9. Supporting documentation for all costs and expenses, in a format acceptable to LADWP
10. Following certification statement signed by the Consultant:
"I hereby certify, under penalty of perjury, that the services rendered and billings reflected in this invoice are true, accurate and in conformance with the terms of this Agreement, including but not limited to the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et. Seq."
11. Taxes
12. Total amount of invoice
13. Approval signature blocks for LADWP project manager and LADWP authorized representative(s) identified in Article 1.1, Parties to the Agreement and Service of Notices, of this Agreement
14. An accompanying LADWP Subcontractor Utilization Form, or its successor reporting format, identifying the amounts paid to each authorized Subconsultant for both the current invoice and total invoiced to date. The Consultant shall explain any deviations from the anticipated Subconsultant percentages identified in **Exhibit E, List of Subconsultants**, attached hereto and made a part hereof, and recommendations for recovering any shortfalls in Subconsultant utilization

15. The following specific language in the invoices/bills is acceptable:
“Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses or moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between the Consultant and LADWP) has been found.”

Consultant's failure to submit accurate and all required information shall result in LADWP's rejection of the invoice and non-payment.

4.3.2 Time and Material Task Order Invoices

For Task Orders specifying a time and materials method of payment, the Consultant shall invoice LADWP on a monthly basis for costs and expenses. The Consultant shall provide documents supporting costs and expenses, including original receipts or invoices for expenses in excess of \$25.00, summary of total hours worked by specified individual Consultant employees and the applicable hourly rate, and time sheets or payroll records as appropriate to support individual employee hours worked, with each monthly invoice. Payment shall be made within forty-five (45) calendar days of receipt of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1 of this Agreement.

4.3.3 Fixed Price Task Order Invoices

For Task Orders specifying a fixed price method of payment, payment shall be made within forty-five (45) calendar days after review and approval of the deliverable by LADWP or receipt of the Consultant's invoice prepared in accordance with the requirements of Article 4.3.1, whichever is later.

4.3.4 Notice of Items Not Approved for Payment

LADWP's project manager will review the Consultant invoice within fifteen (15) working days and notify the Consultant in writing of any missing or required additional documents, questioned costs, inaccuracies, or concerns.

In the event that any deliverables, labor, or reimbursable expenses invoiced by the Consultant are not approved for payment, LADWP shall provide the Consultant with detailed comments addressing the shortfalls or costs of concern and shall meet with the Consultant to discuss such issues. Any disputes between LADWP and the Consultant regarding invoices costs and expenses shall be resolved in accordance with Article

XI, Disputes, of this Agreement. LADWP shall pay undisputed invoice amounts.

4.3.5 Notification of Status of Task Order Expenditures

The Consultant shall notify LADWP in writing when costs reach 50 and 75 percent of the authorized Task Order amount. Such notice shall include an assessment of whether or not the tasks assigned in the Task Order can be completed within the authorized expenditure amount, and if not the Consultant shall propose suggested modifications to the Task Order for consideration by LADWP. Failure of the Consultant to provide such written notification may result in late payment of invoices by LADWP.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. At the time of the Notice, the Consultant shall notify the Authorized Representative in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Task Order, and when the funds will be required.

If, after notification, additional funds are not approved by the end of the Task Order period or another agreed-upon date, upon the Consultant's written request the LADWP Authorized Representative may in its sole discretion terminate the Task Order.

4.3.6 Timely Invoicing

All charges related to the performance of the Consultant's work or services for any Task Order, including Subconsultant and other reimbursable expenses, shall be invoiced by the Consultant to LADWP within six (6) months of the cost or expenses being incurred by the Consultant or Subconsultant. LADWP shall not reimburse the Consultant for any costs, expenses, work, or services invoiced to LADWP six (6) months after the date the costs were incurred by the Consultant or Subconsultant.

4.3.7 Maximum Authorized Amount

Notwithstanding any other provision of this Agreement, any changes or additions hereto that would increase LADWP's total obligation above the maximum authorized amount set forth in Article 4.1.1 of this Agreement shall be subject to prior approval by the Board of Water and Power Commissioners. LADWP shall not be obligated to pay for work performed by the Consultant for any such changes made in violation of this Agreement.

ARTICLE V: PROVISION OF SERVICES

5.1 Services to be Provided by the Consultant

During the term of this Agreement, the Consultant shall provide the services, tasks, and deliverables identified in the **Statement of Work (Exhibit H)** included herein, authorized by LADWP in this Agreement, and as set forth and agreed to by the Parties in individual Task Orders.

5.1.1 Description of Consultant Services

Consultant shall provide the services described in **Exhibit H**, and as set forth and agreed to by the Parties in individual Task Orders.

Notwithstanding any other provision of this Agreement, the Consultant shall perform such other work and deliver such other items as are necessary to ensure that the services and deliverables provided under this Agreement meet the requirements set forth in this Agreement, including all Exhibits and attachments.

5.1.2 LADWP Approval of Work

All services, work, tasks, and deliverables are subject to LADWP approval, which approval shall not be unreasonably withheld. Failure to receive approval may result in withholding compensation for such services, work, tasks, and deliverables pursuant to Article IV, Compensation and Payment, of this Agreement.

LADWP reserves the right to contract separately with other consultants to review the Consultant's deliverables and other work products produced in accordance with the terms of this Agreement. If LADWP contracts separately with other consultants to assist LADWP in reviewing the Consultant's deliverables and other work products, the Consultant agrees to cooperate fully and coordinate with such other consultants.

The Consultant shall provide access and make available to LADWP the Consultant's internal documents, reports, and reviews directly related to the work being performed pursuant to this Agreement, such as Project Schedule related documents and performance and project management audits.

5.1.3 Industry Standard of Care

The Consultant shall perform the work described herein in accordance with industry standards of care and shall reflect competent professional knowledge and judgment.

5.2 Consultant Personnel

5.2.1 Key Consultant Personnel

Key Consultant personnel to be assigned to this Agreement are identified in the **List of Key Consultant Personnel** set forth in **Exhibit F**. Key Consultant Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. LADWP considers the services of the Consultant's key personnel listed in **Exhibit F** essential to the Consultant's performance under this agreement.

The Consultant shall not reassign any key personnel without LADWP's prior written consent. LADWP shall review and approve or disapprove any personnel who are designated as key personnel in **Exhibit F** for any reason at its sole discretion. LADWP shall act reasonably in exercising its discretion to approve or disapprove any key personnel.

5.2.2 Unavailability of Key Personnel

In the event individual key personnel listed in **Exhibit F** are terminated either with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to LADWP written notification detailing the circumstances of the unavailability. The written notification shall designate replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel who have a level of experience and expertise equivalent to the unavailable individual key personnel for LADWP review and approval.

The Consultant recognizes and agrees that early notification of the unavailability of key Consultant personnel and proposed replacement personnel is essential to avoiding delays in completing the services, work, tasks, and deliverables established in this Agreement or authorized Task Orders since the award of this agreement was predicated upon the competency of the Key Personnel provided.

5.2.3 Removal of Consultant Personnel

LADWP shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to the performance of the Services or Work, if LADWP considers such removal

necessary in the best interests of the Program and requests such removal in writing. Such personnel shall be promptly removed from the Project by the Consultant at no cost or expense to LADWP. Further, an employee who is removed from the Project for any reason shall not be re-employed on the Project.

5.3 Consultant Use of Subconsultants

Subconsultants, including but not limited to individuals, contract employees, sole proprietors, firms, and corporations, designated to perform work under this Agreement are identified in **Exhibit E, List of Subconsultants**. **Exhibit E, List of Subconsultants**, also contains a description of the service, task responsibilities, and anticipated participation (percentage of overall cost of services) of each Subconsultant identified in **Exhibit E**.

Notwithstanding the fact that the Consultant is utilizing Subconsultants, the Consultant shall remain responsible for performing all aspects of this Agreement and for ensuring that all services, work, and tasks are performed in accordance with the terms and conditions of this Agreement and authorized Task Orders.

LADWP has no obligation to any Subconsultant and nothing herein is intended to create any privity between LADWP and the Consultant's Subconsultant.

5.3.1 LADWP Pre-Approval of Subconsultants

LADWP shall pre-approve, in writing, any reduction, addition or substitution to the Subconsultants listed in **Exhibit E, List of Subconsultants**, in accordance with **Exhibit B, Special Provisions, Subconsultant Substitution, Reduction, or Addition**, under **SP-5**. This applies to individuals, contract employees, sole proprietors, firms, and corporations.

5.3.2 Subconsultant Subcontracting

Subconsultants may not subcontract or delegate assigned work unless Consultant obtains LADWP's prior written consent.

5.3.3 Agreement Provisions Applicable to Subconsultants

Consultant shall require any subcontract entered into pursuant to this Agreement to be subject to Articles 5.3.2, the provisions of Article VII, Ownership, and Article VIII, Confidentiality and Restrictions on Disclosure of this Agreement.

The Consultant is solely responsible for ensuring that all subcontracts comply with the provisions and the terms of this Agreement, as applicable.

5.3.4 Copies of Consultant Subconsultant Contracts

Upon request, the Consultant shall provide LADWP with copies of Consultant Subconsultant contracts associated with the performance of this Agreement.

ARTICLE VI: TASK ORDER DEVELOPMENT AND APPROVAL

6.1 Task Order Request for Proposal (TORP)

During the term of this Agreement, LADWP shall have the right to request submittal of a Task Order Proposal within the general scope of work contemplated by this Agreement and consistent with **Exhibit C, Fee Schedule**. Task Orders may be based either upon a fixed price or a time and materials basis. For each task requested, LADWP shall prepare and transmit a TORP to any Consultant(s) which will include the following elements:

1. Task order number
2. Task name or title
3. Purpose and Objective of the task assignment
4. Prerequisites to Consultant's performance
5. Scope of Work
6. Premises (assumptions, conditions, restrictions, project location, etc.)
7. References (from past projects for similar work)
8. Key Consultant and Subconsultant personnel required for the task
9. Anticipated SBE/DVBE/MBE/WBE Subconsultant participation
10. Method of compensation (fixed price or time-and-materials basis)
11. Estimated total expenditures, including not-to-exceed cost or mutually established fixed price costs, to be paid to the Consultant to perform the task assignment
12. Detailed cost estimate with work breakdown, personnel or labor category, labor hours, labor rates, and expenditures as basis for the amount in Item 11
13. Applicable Consultant and Subconsultant Labor Rates and Fees, if not included in **Exhibit C, Fee Schedule** of the Agreement
14. Schedule, including expected progress reports and expected completion date
15. LADWP's designated Task Order Authorized Representative(s) as identified in the TORP
16. Deliverables
17. The methodology for evaluation of the successful task order proposal

6.2 Task Order Proposal

Upon receipt of LADWP's written TORP, the Consultant, at its own expense,

shall prepare and deliver to LADWP a written response within ten (10) calendar days or as otherwise requested by LADWP. The Consultant's written response shall be in the form of a Task Order Proposal.

The Consultant may suggest to LADWP that changes be made to the work and services contemplated in the TORP. As part of the Task Order Proposal, the Consultant shall provide LADWP with a detailed cost estimate proposal, including identification of all required personnel, rates, and hours of effort.

In the event that Consultant personnel, Subconsultants, or expenses not included in **Exhibit E, List of Subconsultants**, or **Exhibit C, Fee Schedule**, are required by the Consultant to complete the task, the Task Order Proposal shall specifically include such additions to the appropriate Agreement Exhibits for approval and authorization by LADWP.

The Consultant shall comply with Article 5.3.1 of this Agreement and provide a summary of overall Subconsultant utilization for the Task Order and the Agreement as whole, and explain any deviations from the anticipated Subconsultant participation identified in **Exhibit E, List of Subconsultants**, and recommendations for recovering any shortfalls in Subconsultant utilization.

6.3 Evaluation of Task Order Proposal

LADWP will review and evaluate the Task Order Proposal for completeness, clarity, Consultant's ability to perform the work and services, schedule, and proposed use of Subconsultants and Consultant personnel.

During the review of the Consultant's Task Order Proposal, LADWP and the Consultant shall cooperatively work to develop a Task Order. To that end, informal exchanges between the Consultant and LADWP Task Order administrator or project manager are encouraged to aid in the development of the Task Order.

Any particular Task Order may be performed either on a time-and-materials basis with a not-to-exceed amount established for each Task Order, or upon a lump-sum basis, or a combination thereof. The particular method of compensation for each Task Order shall be determined by the Parties during its development. LADWP and the Consultant shall select the method of compensation that is most compatible with the particular Task Order, provides the least cost to LADWP, and assures the Consultant adequate compensation consistent with this fee schedule in **Exhibit C**.

LADWP and the Consultant agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials Task Order for services based upon the Consultant labor rates established in **Exhibit C, Fee Schedule**. Failure

to agree on the price of such Task Orders shall be treated as a dispute and subject to the provisions of Article XI, Disputes, of this Agreement.

Upon agreement over the final form of a Task Order, the Consultant shall transmit the Task Order, signed by the Consultant's Authorized Representative, to LADWP.

6.4 Task Order Approval and Authorization

Upon LADWP's acceptance of an executed Task Order, the LADWP's Authorized Representative(s) as identified in Article 1.2 of this Agreement, or their designee established in writing, shall provide written authorization to the Consultant to commence the work described in the Task Order. A Task Order authorization letter executed by LADWP's Authorized Representative shall be transmitted to the Consultant to document all Task Orders.

The Task Order authorization letter shall describe the full and complete agreement among the Parties regarding the work and services contemplated in the Task Order. LADWP shall not be liable for payment for Consultant services, work, task, deliverables, or costs that are performed outside an authorized Task Order.

6.5 Task Order Modifications

LADWP or Consultant may seek modifications to an authorized Task Order to address needed services, work, tasks, subtasks, deliverables, schedules, or costs associated with the authorized Task Order or to address changed conditions. Such Task Order modifications shall be processed in accordance with the Task Order development procedures established in this Article VI, Task Order Development and Approval.

ARTICLE VII: OWNERSHIP

7.1 Ownership Rights

The tangible work product, including but not limited to requirements documents, reports, code, or other deliverables (the "Work Product") first developed, created, or produced by Consultant and required to be delivered to LADWP pursuant to this Agreement shall become the property of LADWP upon the later of: i) delivery of such Work Product to LADWP or, ii.) receipt of payment by Consultant for the Work Product. Notwithstanding the above, Consultant shall have unlimited rights in such Work Product, to the extent such Work Product does not contain the proprietary information of LADWP, which rights shall include the right to use, duplicate or disclose the Work Product in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so. All information and material which is owned by Consultant and used by Consultant in the

performance of this Agreement shall remain the exclusive property of Consultant whether or not such information or material was incorporated in, adapted for use in, or used to produce any Work Product delivered under this Agreement. In addition, and not in limitation of the foregoing, LADWP acknowledges and agrees that Consultant retains and may use the product of its engineering effort expended on behalf of LADWP for its general reference and enhancement of its engineering capabilities and that Supplier retains all rights to the know-how, including but not limited to ideas, concepts, theories and techniques with respect to how to perform the services hereunder.

7.1.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to effectuate the assignment of its rights to LADWP.

A.

7.2 Warranty Against Infringement

The Consultant warrants that the performance of the services by the Consultant or its Subconsultants of any tier, pursuant to this Agreement, shall not in any manner constitute an intentional infringement or other violation of any trademark, copyright, patent and/or trade secret of any third party.

7.3 Survival of Provisions

The provisions of this Article VII, Ownership, shall survive termination and expiration of this Agreement.

ARTICLE VIII: CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

8.1 Confidentiality

All documents, records, and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession. The provisions of this Article VIII,

Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

Information shall not be deemed to be confidential information if: (a) it is or becomes public information or otherwise generally available to the public through no act or fault of the Contractor; (b) it was, prior to the date of this Agreement, already in the possession of the Contractor, provided that such information is not, to the Contractor's knowledge, subject to another confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, LADWP; (c) it is rightfully received by the Contractor from a third person who did not receive the same directly or indirectly from LADWP; (d) it is at any time independently developed by employees or consultants of the Contractor who have not had access to the confidential information in the possession of the Contractor

8.2 Reference Background Checks

To the extent permitted by applicable law, LADWP may conduct reference checks on the Consultant, its employees, agents, and Subconsultants who shall have, or may have, access to LADWP customer, employee, power system, or water system information and data during performance of this Agreement. The Consultant recognizes the highly sensitive nature of such information and data and agrees to cooperate with LADWP and provide, to the extent permitted by applicable law, whatever information LADWP requires in order to conduct reference checks. LADWP may request changes to Consultant personnel pursuant to Article 5.2.1 of this Agreement in response to reference check information, and the Consultant shall accommodate such request for personnel changes.

ARTICLE IX: TERMINATION AND SUSPENSION

9.1 Termination for Convenience

9.1.1 Notice of Termination

LADWP may terminate this Agreement, or any Task Order, for its convenience upon giving at least thirty (30) calendar days written notice to the Consultant prior to the effective date of such termination, which date shall be specified in such notice.

9.1.2 Receipt of Notice of Termination

After receipt of a notice of termination and except as otherwise directed by LADWP, the Consultant shall:

- A. Stop work under the Agreement or Task Order on the termination effective date and to the extent specified in the notice of termination.
- B. Place no further orders with Subconsultants for any work except as may be necessary for completion of such portions of the services or work expressly excluded from the Notice of Termination.
- C. Communicate any Notice of Termination to the affected Subconsultants at any tier.
- D. Terminate all orders and contracts with Subconsultants that relate to the performance of the services or work.
- E. Settle outstanding liabilities and claims arising out of such termination of orders and contracts with Subconsultants, with the acceptance of LADWP if required (which acceptance will be for the final purposes of this Article).
- F. Deliver to LADWP, within ten (10) calendar days after termination, any and all data, reports, other documents, and deliverables, or portions thereof, if any, prepared pursuant to this Agreement, but not already delivered.
- G. Transfer title to LADWP (to the extent that title has not already been transferred) in the manner and at the times and to the extent directed by LADWP, the work in process, completed work, and other material produced as part of or required in respect to performance of this Agreement.
- H. Comply with any other requirements of LADWP as may be specified in the Notice of Termination.

9.1.3 Amount Due

The amount due the Consultant by reason of termination for LADWP's convenience shall be determined as follows:

- A. The Consultant shall be paid on the basis of work completed as set forth in authorized Task Orders after LADWP reviews and approves of the work.
- B. The Consultant shall also be compensated by LADWP on a percentage completed basis of the applicable Deliverables for work in process, when appropriate, in compliance with authorized Task Orders after LADWP review and approval of the work.

- C. The Consultant shall be reimbursed for reasonable expenses incurred due to LADWP'S termination for convenience, if approved by LADWP in advance.

9.2 Termination for Cause

LADWP may terminate this Agreement for cause by giving the Consultant a written notice of breach. The Consultant shall have ten (10) calendar days from the date of LADWP's notice of breach to cure, or diligently commence to cure such breach. LADWP's notice of breach shall include a time and location for the individuals identified in Article 1.2 of this Agreement to meet and discuss the notice of the breach. Such meeting shall be scheduled within ten (10) calendar days of the date of the notice of breach. If the Consultant is unable or unwilling to cure, or diligently commence to cure, such breach, or meet within the ten (10) day timeframe, LADWP may terminate this Agreement anytime thereafter upon providing the Consultant written notice.

If this Agreement is terminated for cause, the Consultant shall comply with Article 9.1.2, above. LADWP shall pay for LADWP accepted deliverables, less the amount of any damages incurred as a result of the Consultant's failure to perform its responsibilities under this Agreement.

9.3 Suspension of Work

Upon written notice, LADWP may direct the Consultant to suspend, and to subsequently resume performance of all or any of the work. In the event that LADWP suspends work, the authorized Task Order schedule and budget shall be adjusted as appropriate in accordance with the provisions of Article 6.5 of this Agreement.

9.4 Termination Transition

When a replacement Consultant has been identified, the Consultant shall provide reasonable cooperation in the transition of its responsibilities to the replacement Consultant selected by LADWP to perform the tasks described in the scope of work and formerly performed by the Consultant for this Agreement during the fifteen (15) calendar day period prior to termination of the Agreement. The Consultant for this Agreement shall accept no additional tasks with respect to the scope of work after the effective date of the termination.

ARTICLE X: AMENDMENTS AND ADMINISTRATIVE CHANGES TO THE AGREEMENT

10.1 Amendments

10.1.1 Request for Amendment

During the term of this Agreement, LADWP shall have the right to request an Amendment to change the terms of this Agreement, including changes in the services to be performed by the Consultant, extension of the term, and any increase or decrease in the amount of compensation authorized in Article 4.1 of this Agreement. LADWP shall make a formal written request with respect to the Amendment.

10.1.2 Development of Amendments

Within ten (10) calendar days following the Consultant's receipt of LADWP's written request for an Amendment, the Consultant, at its own expense, shall prepare and deliver to LADWP a detailed written statement regarding the implementation and impact of the Amendment, including a proposal of the estimated cost impact.

Upon LADWP's review of the Consultant's written response to the request for an Amendment, LADWP and Consultant shall cooperatively work to develop an Amendment to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

10.1.3 Approval and Authorization of Amendments

Once both Parties agree to the language of the Amendment, the Amendment shall be signed by the person(s) authorized to bind the Consultant thereto. LADWP shall deliver a copy of the fully executed Amendment to the Consultant. After complete and authorized signatures by both Parties, the Amendment shall be effective and binding on both Parties and shall take precedence over any conflicting provisions in the Agreement.

Amendments that result in an Agreement term of greater than five (5) years in the aggregate may require City Council approval pursuant to Section 373 of the Charter of the City of Los Angeles (hereinafter "City Charter").

10.2 Administrative Changes

10.2.1 Request for Administrative Changes

During the term of this Agreement, LADWP or the Consultant may request changes to the work within the Agreement that are administrative in nature, including but not limited to changes to the authorized representatives, key Consultant or Subconsultant personnel, reporting documentation, and/or the implementation of pre-approved cost of living adjustments in fee schedules. LADWP or the Consultant shall make a

formal written request with respect to each administrative change it desires to make.

10.2.2 Development of Administrative Changes

When a change is requested by either Party, the receiving Party will review the implementation and impact of the administrative change. Within ten (10) calendar days following the receipt of the written administrative change request, LADWP or the Consultant, at its own expense, shall prepare and deliver to the originating Party a detailed written statement regarding the implementation and impact (including cost, if any) of the administrative change.

Upon review of the written response to the administrative change request, LADWP and Consultant shall cooperatively work to develop an Administrative Change to the Agreement. To that end, informal exchanges between the Consultant and LADWP are encouraged.

10.2.3 Approval and Authorization of Administrative Changes

Upon approval of the Administrative Change to the Agreement prepared pursuant to Article 10.2.2, LADWP's authorized representatives as identified in Article 1.2, of this Agreement, or their designee established in writing, shall deliver to the Consultant an Administrative Change authorization to the Agreement (hereinafter " Notice of Administrative Change") for execution.

10.3 Order of Precedence

In the event of any conflict between the terms of this Agreement and the terms of any exhibit, the terms of the exhibit shall control. In the event of any conflict between the following documents, all of which are hereby incorporated by reference into this Agreement, the order of precedence shall be as follows:

- Latest Amendment
- Agreement
- Latest Administrative Change (as set forth in Section 10.2 above)
- Task Order Assignment
- Other reference documents
- Proposal response dated December 20, 2023
- Request for Single Source Proposal No. 90754 dated December 13, 2023 and any amendments thereto.

Except as otherwise specified, in the event of any conflict between the Special Provisions and the General Conditions contained herein, the Special Provisions will control.

Each party shall notify the other immediately upon the determination of any such conflict or inconsistency.

Should anything necessary for a clear understanding of the Work be omitted from the Agreement Documents, or should the requirements appear to be in conflict, the Consultant shall secure written instructions from LADWP before furnishing the Work affected thereby.

ARTICLE XI: DISPUTES

11.1 Disputes

11.1.1 Dispute Resolution

The parties shall use their best efforts to resolve disputes under this Agreement. If a settlement cannot be reached, or in the event of default that could result in termination of this Agreement, LADWP and the Consultant shall schedule a meeting of the individuals identified in Article 1.2 in a good faith attempt to resolve the issues in dispute. Such a Dispute Resolution meeting shall be scheduled and held within ten (10) business days of written request by either party. The meeting shall allow for a detailed presentation of each Party's views on the issues and potential solutions to the dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the dispute or default. **In the** event that the Parties are unable to settle the dispute through direct negotiations as set forth above all remaining controversies or claims shall then be submitted to mediation within thirty (30) days from written notice of concluded negotiations and such mediation will follow the Commercial Mediation Rules published by the American Arbitration Association. Unless the Parties agree otherwise mediation shall be held in Los Angeles, California. This agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for mediation shall be filed in writing with the other Party to this Agreement. The demand for mediations shall be made within a reasonable time after the claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.1.2 Continued Work

The Consultant and LADWP shall continue to perform work under the Agreement during any dispute.

11.1.3 Claim Procedures

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the Parties with regard to claims arising from this Agreement. Nothing herein shall be construed as a waiver of the claim requirements set forth in Government Code 900 *et. seq.*

ARTICLE XII: ENTIRE AGREEMENT

12.1 Number of Pages and Attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

This Agreement includes twenty-three (23) pages and eleven (11) Exhibits, which constitute the complete understanding among the Parties.

12.2 Represented by Counsel

Each Party acknowledges that it was represented by counsel in the negotiation and execution of this Agreement.

[Signature page follows.]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS

POWER Engineers, Inc.

By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JANISSE QUIÑONES
Chief Executive Officer and Chief Engineer

James Haynes
By: _____
JIM HAYNES
Chief Executive Officer and President

Digitally signed by James Haynes
Date: 2024.01.26 06:51:55 -07'00'

Date: _____

Date: 1/26/24

And: _____
CHANTE L. MITCHELL
Board Secretary

Holger Peller
By: _____
HOLGER PELLER
Chief Operating Officer

Digitally signed by Holger Peller
Date: 2024.01.25 16:55:47 -07'00'

Date: 1/25/24

APPROVED AS TO FORM AND LEGALITY
HYDEE FELDSTEIN SOTO, City Attorney
By Bethany A. Burgess,
BETHANY A. BURGESS
Deputy City Attorney
Date: August 7, 2024

Vendor Code: 034113029

City Business Tax Registration Certificate Number: 0000043918-0001-0

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GC-1 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly against LADWP or the Consultant. The word "Consultant" herein and in any amendment hereto means the Party or Parties identified in this Agreement wherein this Exhibit is incorporated by reference; the singular shall include the plural; if there shall be more than one Consultant herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of feminine, masculine, or neutral gender shall be deemed to include the genders not used.

GC-2 Applicable Law, Interpretation, Enforcement and Severability

Each Party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles, including but not limited to laws regarding health and safety, labor employment, wage and hours, workers compensation, and licensing laws which affect employees. Consultant shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

This Agreement was made and entered into in the City of Los Angeles and shall be governed by, interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflicts of laws principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of *forum non conveniens*.

If any part, term or provision of this Agreement shall be held invalid, void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions shall not be affected or impaired thereby.

The provisions of this article shall survive the expiration or termination of this Agreement.

GC-3 Time of Effectiveness

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- A. This Agreement has been signed on behalf of the Consultant by the person(s) authorized to bind the Consultant hereto.

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- B. This Agreement has been approved by the City Council or by the Board, inclusive of City Council review period, officer, or employee authorized to give such approval.
- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.
- D. This Agreement has been signed on behalf of LADWP by the person designated by the Board, officer or employee authorized to enter into this Agreement.

GC-4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements and understandings, whether written or verbal, relating hereto. This Agreement may be amended only as provided for in Article X, Amendments and Administrative Changes to the Agreement of this Agreement.

GC-5 Force Majeure

If either Party is unable to perform its obligations because of strikes, lockouts, labor disputes, embargos, acts of God, epidemic, pandemic (including but not limited to coronavirus/COVID-19), illness, quarantine, governmental regulations, judicial orders, enemy or hostile governmental action beyond the reasonable control of the Consultant or its Authorized Subconsultants ("Force Majeure"), and such event continues, or is expected to continue, for more than thirty (30) days, either Party may suspend unperformed services upon notice to the other party in writing, and such party's performance shall be suspended for the period equal to the period of time of such cause for suspension of performance. Both parties shall use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to pay for services provided.

GC-6 Waiver

A waiver of a default of any part, term, or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A Party's performance after the other Party's default shall not be construed as a waiver of that default.

GC-7 Independent Consultant

The Consultant is acting hereunder as an independent Consultant and not as an agent or employee of LADWP or the City of Los Angeles, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The Consultant, including Consultant's Subconsultants, suppliers, employees, and agents, shall not

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represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of LADWP for any purpose whatsoever. The Consultant shall not be entitled to any LADWP or City of Los Angeles benefits, including but not limited to, vacation, sick leave, Workers' Compensation, or pension.

GC-8 Prohibition Against Assignment or Delegation

The Consultant may not, unless it has first obtained the written permission of LADWP:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

Such permission may be withheld at LADWP's sole discretion for any reason or no reason at all since the award of this Agreement was based upon the personal services to be provided by the Consultant.

GC-9 Licenses and Certifications

The Consultant and its officers, agents, and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Consultant's performance hereunder and shall pay any fees required therefore. Such licenses, permits, certifications shall be specific to the State of California or regional regulatory agencies, as applicable to Consultant's services, work, task, and deliverables pursuant to this Agreement. Consultant agrees to immediately notify LADWP of any suspension, termination, lapse, non-renewal, or restriction of such licenses, permits, certifications, or other documents.

GC-10 Non-Discrimination/Equal Employment Practices/Affirmative Action

A. Non-Discrimination and Equal Employment Practices

The Agreement shall comply with the provisions of Los Angeles Administrative Code Section 10.8.2, Non-Discrimination Clause and Section 10.8.3, Equal Employment Practices. By affixing its signatures on the Agreement that is subject to the Equal Employment Practices Provisions, the Consultant shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to LADWP upon request.

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B. Affirmative Action Program

The Agreement shall comply with the provisions of Los Angeles Administrative Code 10.8.4, Affirmative Action Program. By affixing its signature on the Agreement that is subject to the Affirmative Action Program provisions, the Consultant shall agree to adhere to the provisions in the Affirmative Action Program for the duration of the Agreement.

Furthermore, the Consultant shall include similar provisions in all subcontracts awarded for work to be performed under the Agreement with LADWP and shall impose the same obligations. The contract with the Subconsultant that contains similar language shall be made available to LADWP upon request.

GC-11 Claims for Labor and Materials

The Consultant shall promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against LADWP or City of Los Angeles or any of their respective property (including reports, documents, and other tangible matter produced by the Consultant hereunder), against the Consultant's rights to payments hereunder, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

GC-12 Los Angeles City Business Tax Registration Certificate Required

The Consultant represents that it has obtained and presently holds a Business Tax Registration Certificate(s) required by the City of Los Angeles Business Tax Ordinance (Article 1, Chapter II, Article 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, all such Certificates required under said ordinance and shall not allow any such Certificate to be revoked or suspended.

GC-13 Indemnification Provisions

A. General Indemnification

The Consultant undertakes and agrees to indemnify and hold harmless the City of Los Angeles, the Department of Water and Power, the Board of Water and Power Commissioners of the City of Los Angeles, and all of their officers and employees, (hereinafter "Indemnitees"), and, at the option of LADWP, defend Indemnitees, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, judgments, civil fines and penalties, for death, bodily injury or personal injury to any

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person, including Consultant's employees and agents, or damage or destruction to any property of either party hereto, or third persons in any manner caused by the negligent acts, errors, or omissions incident to the performance of this contract on the part of the Consultant, or the Consultant's officers, agents, employees, or Subconsultants of any tier.

B. Intellectual Property Indemnity

Consultant will indemnify and hold harmless LADWP against any loss, cost, expense, liability, and damages paid by LADWP as a result of any judgment or settlement as a consequence of any infringement claim, demand, proceeding, suit or action (hereinafter "Action") against LADWP, its officers, directors, agents, employees, or affiliates for any infringement or violation, actual or alleged, direct or contributory, intentional, of any intellectual property rights, including patents, copyrights, trade secrets, trademarks, service marks, and other proprietary information or rights (collectively "Intellectual Property Rights" hereinafter), (1) on or in any design, medium, matter, plant, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the Consultant in the construction of the work under this Agreement; or (2) as a result of LADWP's actual or intended use under the specifications contained herein by LADWP of any product furnished by Consultant (hereinafter "Consultant Product"). Consultant Product herein includes, without limitation, any hardware, software, firmware, equipment, device, instrumentation, design, medium, matter, plant, article, process, method, and application. Consultant, however, shall have no liability to LADWP herein with respect to any claim of infringement which is based upon the combination or utilization of the Consultant Product with machines or devices not reasonably anticipated hereunder; or based upon a modification by LADWP of the Consultant Product furnished hereunder.

Rights and remedies available to the LADWP under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of GC-13(B) shall survive expiration or termination of this Agreement.

GC-14 Insurance

A. General Statement

Acceptable evidence of required insurance, from insurers acceptable to LADWP, is required to be submitted by the Consultant and must be maintained current by the Consultant throughout the term of this

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Agreement. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any agreement for services rendered, and in order to commence work under this Agreement.

B. Applicable Terms and Conditions

1. Additional Insured Status Required

Contractor/Vendor shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. Except as to Worker's Compensation/Employer's Liability and Professional Liability, the insurance shall also by specific endorsement(s) attached to such policies, include, the City of Los Angeles, its Department of Water and Power, its Board of Commissioners (hereinafter referred to as "Board"), and all of its officers, employees and agents, their successors and assigns, as Additional Insureds against the area of risk described herein as respects Contractor's negligent acts, errors, or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor. Contractor's fulfillment of any of its liabilities and obligations shall not be subject to the availability of any insurance.

2. Separation of Insured's Interest and Cross Liability Required

Each specified insurance policy, as applicable, shall contain a Separation of Interest and Cross Liability clause and shall apply separately to each insured against whom a claim is made or suit is brought and a Contractual Liability Endorsement which shall also apply to liability assumed by the insured under this Agreement with the Department.

3. Primary and Non-Contributory Insurance Required

All such insurance, except Worker's Compensation/Employer's Liability and Professional Liability, shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of, or results from, the negligent acts, errors, or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Any insurance carried by LADWP which may be applicable shall be deemed to be excess insurance and the Consultant's insurance is primary for all purposes despite any conflicting provision in the

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Consultant's policies to the contrary.

4. Proof of Insurance for Renewal or Extension Required

Contractor shall provide evidence of the required insurance at least ten (10) days after the expiration date of any of the policies required on the attached Contract Requirement page showing that the insurance coverage has been renewed or extended and shall be filed with the Department.

5. Submission of Acceptable Proof of Insurance and Notice of Cancellation

Contractor shall provide proof to the Department's Risk Manager of all specified insurance and related requirements using either an Acor certificate of insurance along with any required specific endorsements, or using the Department's own endorsement form(s) or using other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the specified endorsement for the Department of Water and Power was attached to a specific policy, and the insurance carrier's name. It shall provide that such insurance shall not be subject to cancellation, material reduction in a required coverage or non-renewal (other than for non-payment) except after written notice by first class mail or electronic mail to the LADWP Risk Management Section (30) calendar days prior to the effective date thereof. The notification shall be sent by first class or electronic mail to:

The Risk Management Section,
Los Angeles Department of Water and Power,
Post Office Box 51111, JFB Room 465,
Los Angeles, California 90051-0100.
Riskmanagement.Risky@ladwp.com

6. Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor, following completion of work and at the policy expiration date, shall provide evidence that the "Claims Made" policy has been renewed or replaced with a retroactive effective date to the policy in place at the inception of the contract

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and with the same limits, terms and conditions of the expiring policy.

7. Failure to Maintain and Provide as Cause for Termination

After prior notices have been provided, any failure by the contractor to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement.

8. Sub-Contractor Compliance

The Contractor shall be responsible for all sub-contractors. The vendor shall require all subcontractors performing any work to maintain insurance limits in accordance with Vendor's standard agreements with such subcontractors.

9. Specific Insurance Requirements

Contractor/consultant shall provide evidence of insurance as required in **Exhibit G, Contract Insurance Requirements-LADWP**.

GC-15 Child Support Policy

The Consultant and any Subconsultant(s) must fully comply with all applicable State and Federal employment reporting requirements for the Consultant's and any Subconsultant(s)' employees. The Consultant and any Subconsultant(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Consultant and any Subconsultant(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Consultant and any Subconsultant(s) must certify that such compliance will be maintained throughout the term of this Agreement.

Failure of the Consultant and/or any Subconsultant(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under this Agreement. Failure of the Consultant and/or any Subconsultant(s) or principal owner(s) thereof to cure the default within ninety (90) calendar days of notice of such default by LADWP shall subject this Agreement to termination.

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The Consultant will contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section.

GC-16 Service Contract Worker Retention Ordinance and Living Wage Policy

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code. The ordinance require that unless a specific exemption applies as determined by the awarding authority and confirmed by the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least 3 months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

- A. Retention by a successor Consultant for a 90-day transition period, the employees who have been employed for the preceding 12 months or more by the terminated Consultant or Subconsultant, earning no more than twice the hourly wage without health benefits available under the LWO Section 10.37 et seq. of the Los Angeles Administrative Code;
- B. Payment of a minimum initial wage rate to employees as defined in the LWO, as may be adjusted each July 1, and provisions of benefits as defined in the LWO.
- C. Consultant further pledges that the Consultant shall comply with federal law proscribing retaliation for union organizing and shall not retaliate for activities related to the LWO. Consultant shall require each of its Subconsultants within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Consultant shall deliver the executed pledges from each such Subconsultant to the City within 90 days of the execution of the Subconsultant. Consultant's delivery of executed pledges from each such Subconsultant shall fully discharge Consultant's obligation with respect to such pledges and fully discharge the obligation of the Consultant and Subconsultants to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
- D. The Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the

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LWO, for seeking to enforce the employee's rights under the LWO by any lawful means, or otherwise asserting rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. The Consultant shall post the LWO Notice to Employees and the Notice of Prohibition Against Retaliation, in a conspicuous place.

- E. Any Subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to these provisions and shall incorporate the provisions of the LWO and the SCWRO.
- F. Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Under the provisions of Section 10.36.3(c) and Section 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Consultant has violated provisions of the LWO and the SCWRO or both.

Where under the LWO Section 10.37.6(e), the designated administrative agency has determined (a) that the Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Consultant the awarding authority may deduct the amount determined to be due and owing by the Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

Earned Income Tax Credit

This contract is subject to the provisions of Section 10.37.4(b) of the Los Angeles Administrative Code, requiring employers to inform employees of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

GC-17 Americans with Disabilities Act

The Consultant hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Consultant

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will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. The Consultant will not discriminate against persons with disabilities or against persons due to their relationship or association with a person with a disability. Any subcontract entered into by the Consultant, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

GC-18 Retention of Records, Audit, and Reports

Consultant shall maintain, and shall cause Consultant's Subconsultants and suppliers to maintain records pertaining to the performance of services pursuant to this Agreement, in their original form, including but not limited to, reports, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all fees claimed to have been incurred and services performed pursuant to this Agreement ("financial records").

All financial records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (herein after "Authorized Auditors"), for a period of not less than four (4) years following final payment made by LADWP hereunder or the expiration date of this Agreement, whichever is later.

Upon thirty days' written notice to Consultant, LADWP shall have the right to audit the financial records of Consultant and its Subconsultants, upon reasonable written notice to Consultant, no more than one time per year, at LADWP's cost. The Authorized Auditors shall make good faith efforts not to unreasonably interfere with Consultant's normal business operations. LADWP shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Consultant's standard nondisclosure terms and to utilize standard audit software and methodologies. Any information provided by Consultant and its Subconsultants on machine readable media (e.g. Access, Excel or ACL) shall be provided in a format accessible and readable by the Authorized Auditors. Consultant and Subconsultant shall not, however, be required to furnish the Authorized Auditors with commonly available software.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, State and Federal government audit standards. For Consultants that utilize or are subject to FAR, Part 30 and 31, et seq. accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete or non-current records, or records are unavailable, the records shall be considered defective, and consistent with standard auditing procedures the Consultant

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will be provided thirty (30) calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination's or audit's finalization.

If the Authorized Auditor's examination or audit indicates an error in billing resulting in either an underpayment or overpayment under a previous payment application, the identified discrepancy shall be reviewed. The Parties will discuss the best manner in which to correct the error within fifteen (15) calendar days of Authorized Auditor's notice to the Parties of the billing error. The Party in error will pay the other Party the amount of the discrepancy within fifteen (15) calendar days thereafter.

The Consultant shall contractually require all Subconsultants performing services under this Agreement to comply with the provisions of this section by inserting this provision GC-18 in each Subconsultant contract and by contractually requiring each Subconsultant to insert this provision GC-18 in any of its Subconsultant contracts related to services under this Agreement. In addition, Consultant and Subconsultants shall also include the following language in each Subconsultant contract:

“LADWP is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall inure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on the Consultant, Subconsultant or any other person/entity.”

If an examination or audit undertaken pursuant to the Retention of Records, Audit, and Reports provision of the General Conditions GC-18 for LADWP Professional Service Contracts reveals that LADWP overpayment to the Consultant is more than 5% of the billings reviewed, the Consultant shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs shall be paid by the Consultant to LADWP within fifteen (15) calendar days of notice to the Consultant of the costs and expenses.

The provisions of this section shall survive expiration or termination of this Agreement.

GC-19 LADWP's Recycling Policy

The Consultant shall submit all written documents on paper with a minimum of thirty (30) percent post-consumer recycled content. Existing company/corporate letterhead/stationery that accompanies these documents is exempt from this requirement. Documents of two or more pages in length shall be duplex-copied (double-sided pages). Neon or fluorescent paper shall not be used in any written documents submitted to LADWP.

GC-20 Taxpayer Identification Number (TIN)

The Consultant represents that it has obtained and presently has a Tax Identification Number (TIN). For the term covered by this Agreement, the Consultant shall maintain, or obtain as necessary, a TIN. No payment will be made under this Agreement without a

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valid TIN number.

GC-21 Beneficiaries

This Agreement is intended only for the benefit of the Parties hereto and does not, nor shall be interpreted, to create any rights in any nonsignatory to this Agreement.

GC-22 Consultant's Successors and Assigns

All indemnifications and warranties provided by the Consultant pursuant to this Agreement will be assumed by and binding upon the Consultant's successors and assigns. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-23 Attorney's Fees and Costs

Both Parties hereto agree that in any action to enforce the terms of this Agreement, each Party shall be responsible for its own attorneys' fees and costs. The provisions of this paragraph shall survive expiration or termination of this Agreement.

GC-24 Equal Benefits Ordinance

Unless otherwise exempted in accordance with the provisions of this Ordinance, this Contract is subject to the applicable provisions of the Equal Benefits Ordinance (EBO) Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the CONTRACTOR will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922.”

- B. The failure of the Contractor to comply with the EBO may be deemed to be a material breach of the Contract by the Awarding Authority.
- C. If the Contractor fails to comply with the EBO, the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part and all

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monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the Bureau of Contract Administration determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

GC-25 Contractor Responsibility Program

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. Violations of the Contractor Responsibility Ordinance shall constitute a material breach of this Agreement and entitle the LADWP to terminate this Agreement and otherwise pursue legal remedies that may be available.

The Contractor further agrees to:

- A. Notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this contract;
- B. Notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3(a) of the Ordinance;
- C. Ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and

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- D. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

GC-26 Bidder Campaign Contribution and Fundraising Restrictions

In accordance with the City of Los Angeles Charter Section 470(c)(12) and related ordinances, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a bid to LADWP until either the contract is awarded or, for successful bidders, 12 months after the contract is executed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

The Consultant shall comply with the City Ethics Commission's "CEC Form 55" (3 pages) affidavit. The affidavit requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Consultants shall also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Consultants who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-27 Municipal Lobbying Ordinance

The City of Los Angeles Municipal Code Section 48.01 et seq. requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Therefore all bidders for all construction contracts, public leases, or licenses of any value and duration and bidders for goods or service contracts with a value of more than \$25,000 and a term of at least 3 months, shall comply with the City Ethics Commission's "CEC Form 50" (1 page) affidavit. A copy of the City of Los Angeles Municipal Lobbying Ordinance is available for download on the following City Ethics Commission's webpage: <https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>.

Additional information regarding the Municipal Lobbying Ordinance may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

GC-28 Iran Contracting Act of 2010

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In accordance with California Public Contract Code Sections 2200-2208, all Consultants entering into, or renewing contracts with LADWP for goods and services estimated at one million dollars (\$1,000,000) or more shall complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

GC-29 Contractor Performance Evaluation

Under Division 10, Chapter 1, Article 13, Section 10.39 of the Los Angeles Administrative Code, LADWP has established a post-award contractor evaluation program that requires performance monitoring and reporting. The LADWP's Contractor Performance Evaluation Program (CPEP) document can be found on the following webpage:

<https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders>

LADWP will evaluate and record the Contractor's overall performance to determine whether the Contractor is fulfilling its obligations on the current contract and to assess the Contractor's suitability to perform work for LADWP in the future. Contractors are required to meet critical contract provisions including, but not limited to, timely shipment and delivery of goods, completeness of delivered goods, quality of delivered goods, accuracy of billing, and conformance to the terms and conditions of the contract. If such conditions are breached, consistent with the terms of the contract, the Director of Supply Chain Services may terminate the contract for poor performance and may also debar the Contractor from doing business with LADWP for a period up to five years in accordance with the LADWP's Contractor Performance Evaluation Program.

GC-30 Errors and Omissions

Notwithstanding any other provisions of this Agreement, approval by LADWP of any task or deliverable, or any requested design changes by LADWP, or any part thereof, shall not relieve the Consultant of the responsibility to meet all of the requirements as set forth in this Agreement. The Consultant shall have no claim for additional costs due to correction of its inadvertent errors or omissions in said previously approved deliverables or any other action that may be necessary to comply with this Agreement, including all Exhibits, and authorized Task Orders.

GC-31 Safety

The Consultant shall arrange facility visits with LADWP who shall advise the Consultant of appropriate safety and security rules. The Consultant shall adhere to the restrictions and instructions of LADWP personnel when visiting any facility.

The Consultant shall do everything reasonable to protect the life, safety, and health of persons at the work site within the Consultant's direction under this Agreement while visiting the project site to observe the progress of work or other contractor(s) retained or employed by LADWP. The Consultant shall furnish and use safety devices and safeguards and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render safe and healthful employment.

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The Consultant shall be responsible for ensuring that each of the Consultant's Subconsultants meets the standards of this Article.

GC-32 Non-Interference

The Consultant's performance of the work under this Agreement shall not interfere unnecessarily with the operation of LADWP or any other City department.

END OF GENERAL CONDITIONS

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SP-1 Definitions

ArcGIS: Tools for mapping and spatial reasoning so you can explore data.

ArcMap: Represents geographic information as a collection of layers and features on a map.

Board: The Los Angeles Department of Water and Power Board of Commissioners.

CIS: Customer Information System

Contractor: Synonymous with Consultant/Proposer.

Declared Emergency: An emergency declared by the General Manager of LADWP and communicated by the Contract Administrator or his/her representative, which may include business disruptions and natural disasters.

Director of Supply Chain Services Division: The Director

ECC: Energy Control Center

ETC: Electric Trouble Center

ESRI: Environmental Systems Research institute. Supplier of the GIS the LADWP is using.

FM: Facilities Management: A LADWP Mainframe based information management system consisting of various IBM DB2 tables that maintain information of various aspects related to Power Distribution items of physical plant

GIS: Geographic Information System

GN: Geometric Network

IAP: Infrastructure Automation Project: The precursor to GES.

ITS: Information Technology Services: LADWP ITS.

JFB: John Ferraro Building

LADWP: Los Angeles Department of Water and Power. Also, referred to as the "Department."

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OMS: Outage Management System

OH: Overhead.

PCM: Primary Circuit Map: schematic representation of circuitmeither newly generated in FRAMME or legacy Microstation design files. Includes circuitry and details packaged within a set of border files

Subcontractor: A person, firm, corporation, partnership, or joint venture other than the Contractor and employees thereof, who supplies labor or materials on a portion of the work. Also, synonymous with Subconsultant.

UG: Underground.

UN: Utility Network.

SP-2 Reserved.

SP-3 Reserved

SP-4 Warranty and Responsibility of Consultant

Consultant warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within the Consultants profession, doing the same or similar work under the same or similar circumstances.

SP-5 Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) Participation Program

It is the policy of LADWP to provide SBEs, DVBEs, Emerging Business Enterprises (EBEs), Women-Owned Business Enterprises (WBEs), Minority-Owned Business Enterprises (MBEs), Disadvantaged Business Enterprises (DBEs), Lesbian, Gay, Bisexual, or Transgender Business Enterprise (LGBTBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts. LADWP's overall annual SBE and DVBE participation goals are set at 25 percent and 3 percent, respectively. The bidder shall assist LADWP in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including SBEs, DVBEs, EBEs, WBEs, MBEs, DBEs, and LGBTBEs have an equal opportunity to compete for and participate in the LADWP contracts.

SP-6 Reserved

SP-7 Reserved

SP-8 Materials Furnished by the Consultant

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All materials and work shall comply with these Agreement Documents. All materials and equipment furnished shall be new and unused, but this requirement shall not preclude the use of recycled materials in the manufacturing processes. All work shall be done by qualified workers in a thorough and workmanlike manner. Materials or quality of work not definitely specified, but incidental to and necessary for the work, shall conform to the best commercial practice for the type of work in question. Equipment or materials furnished by the Consultant which are not in accordance with the Agreement Documents shall be removed and replaced at the Consultant's expense.

SP-9 Reserved

SP-10 Reserved

SP-11 Reserved

SP-12 Reserved

SP-13 Conflicts of Interest

Consultant will not accept any other contract during the term of the Agreement from any other party if such other contract could represent, or could lead to a conflict of interest between LADWP, Consultant, or the other party.

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Article.

SP-14 Reserved

SP-15 Background Check Certification Requirement

The Consultant shall (1) perform the required background checks of all designated principals, employees and/or Subconsultants of the Consultant; and (2) not assign principals, employees and/or Subconsultants of the Consultant convicted of any felony or offense of moral turpitude, or for whom other derogatory information has been found pursuant to criteria set forth in this Agreement or any attachment hereto (including, without limitation, Background Check Certification) shall result in irreparable harm to LADWP and, at LADWP's option, the immediate termination for breach of contract without opportunity to cure, without liability on the part of LADWP.

Consultant agrees to submit a statement along with any invoices or billing associated with this Agreement which certifies that all work performed under this Agreement at critical facilities as designated by LADWP to Consultant was conducted by persons for whom background checks have been conducted and who do not have disqualifying background information in their histories pursuant to this section.

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Consultant is advised that submission of a false claim for payment to LADWP may subject Consultant to liability under the California False Claims Act (Cal. Gov't Code Sec. 12650 *et seq.*). In addition, any failure to comply with the background procedures as required by this section may be considered in connection with future contracting opportunities with LADWP. The following specific language in the invoices/bills is acceptable: "Consultant certifies that all work performed for which this invoice/bill is submitted which required access to critical facilities as designated by LADWP was performed by persons for whom background checks have been conducted, and for whom no disqualifying information (including felonies, offenses of moral turpitude, and other disqualifying criteria, if any, as specified in the Agreement between Consultant and LADWP) has been found."

None of the remedies available to LADWP under this section shall preclude LADWP from any other remedies available in law or equity to compensate it for damages caused by the Consultant's failure to comply with this section.

SP-16 Confidentiality

All documents, records, and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, are deemed confidential. The Consultant agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Consultant agrees that all documents, records, or other information used or reviewed in connection with the Consultant's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Consultant shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

Document Access/Control

- A. The Consultant shall make the confidential information provided by LADWP to the Consultant, or accessed or reviewed by the Consultant during performance of this Agreement, available to its employees, agents and /or Subconsultants, only on a need-to-know basis. Further, the Consultant shall provide written instructions to all of its employees, agents and Subconsultants with access to the confidential information about the penalties for its unauthorized use or disclosure.
- B. The Consultant shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.

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- C. The Consultant shall not remove documents, records, or information used or reviewed in connection with the Consultant's work for LADWP from LADWP facilities without prior approval from LADWP. The Consultant shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
- D. With prior written approval from LADWP, the Consultant may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
- E. The Consultant shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information as defined in Article 8.1.
- F. The Consultant shall require that all its employees, agents, and Subconsultants who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Article VIII, Confidentiality and Restrictions on Disclosure prior to performing work under this Agreement.
- G. The provisions of this Article VIII, Confidentiality and Restrictions on Disclosure shall survive termination and expiration of this Agreement.

SP-17 Security Policy and Requirements

The Consultant is required to adhere to all physical and cyber-related security policies, standards, requirements and procedures (collectively, "Security Requirements"), applicable to the project. All Consultant personnel, equipment, products, services, and Subconsultants involved with the work must adhere to all applicable Security Requirements throughout the duration of the Agreement or any extensions or amendments thereof. Security Requirements may be imposed by LADWP policy, or by Federal, State or Local laws, regulations or industry practices, including, without limitation, requirements that may be imposed by the Federal Energy Regulatory Commission (FERC), the North American Electric Reliability Corporation (NERC), the Western Electricity Coordinating Council (WECC) the Department of Energy (DOE), the Environmental Protection Agency (EPA), and the Department of Homeland Security (DHS).

Inability to meet the Security Requirements may be considered when evaluating the Consultant for consideration and award, including extensions or amendments to existing

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agreements. As security regulations and practices change over time, amendments and extensions to existing agreements may include additional Security Requirements not present in earlier agreements.

SP-18 Reserved

SP-19 Safety Compliance Certificate

The Consultant(s) shall comply with the following safety compliance requirements:

- A. Consultant shall execute and comply with the form titled, "Safety Compliance Certificate" in Exhibit K of this Agreement;
- B. Consultant shall have a COVID-19 Transmission Control that is in writing and incorporates all applicable requirements and guidelines provided by:
 - 1. U.S. Centers for Disease Control and Prevention (CDC)
 - 2. California Division of Occupational Safety and Health (Cal-OSHA)
 - 3. California Department of Public Health (CaDPH)
 - 4. Los Angeles County Department of Public Health;
- C. Consultant shall furnish its employees and require all subcontractors to furnish their employees all necessary safety equipment, including, but not limited to, personal protective equipment, safety devices, and safeguards.

LADWP reserves the right to review safety programs and practices and to make recommendations to the Consultant. Any such review or recommendation by LADWP shall not increase LADWP's liability or responsibility and shall not relieve the Consultant from providing a safe work environment and complying with legal requirements.

If LADWP determines that there is a material deviation from any regulatory agency's requirements or the Consultant's own IIPP that could contribute to serious injury, LADWP may order Consultant to stop work. Failure by the Consultant to comply with any regulatory agency's requirements or the Consultant's own IIPP may result in termination of the Agreement.

SP-20 Data Security

The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information (private and confidential), protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the LADWP or an individual identified with the data or information in the Contractor's custody.

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SP-21 Prompt Payment to Subcontractors

Contractor or subcontractor shall pay to any subcontractor(s), not later than 7 days after receipt of each payment, the respective amounts allowed the Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from the Contractor or subcontractor to a subcontractor, the Contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Contractor shall include this provision in all subcontracts.

SP-22 RESERVED

SP-23 Limitation of Liability and Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, LADWP agrees to limit the Consultant's liability to LADWP and to all persons having contractual relationships with LADWP to two times (2X) the total fee or compensation received by the Consultant for the services under which the liability arises.

Neither the Consultant nor LADWP nor either party's suppliers, agents, officers, and directors shall have any liability regardless of the theory of recovery, including breach of contract or negligence, to the other party or any other person or entity for any indirect, incidental, special, or consequential damages, cost or expense whatsoever, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. This waiver of consequential damages is made regardless of whether (i) either party has been advised of the possibility of such damages or (ii) such damages may be foreseeable.

END OF SPECIAL PROVISIONS

EXHIBIT C Fee Schedule

Description	Cost per Task
01 - GIS Data Support and Analysis	\$52,800
02 - Application Administration	\$305,100
03 - Integration and Web Support	\$306,000
04 - ArcGIS Enterprise Administration	\$144,800
05 - Application Development Support	\$560,100
06 - Technical Support Lead	\$435,600
Total:	\$1,804,400

Detailed cost breakdown for each of the above tasks to follow.

Direct Labor:	
Labor Classification	Hourly Rate
President	\$293
Executive Vice President	\$293
Senior Project Manager IV	\$293
Project Manager Director	\$280
Senior Project Manager III	\$280
Senior Project Manager II	\$271
Senior Program Manager II	\$271
Senior Project Manager I	\$254
Senior Program Manager I	\$254
Senior Project Engineer III	\$254
Strategic Consultant III	\$254
Project Manager III	\$245
Project Lead IV	\$245
Construction Manager III	\$245
Senior Project Engineer II	\$245
Strategic Consultant II	\$245
Senior Consultant III	\$245
Project Manager II	\$219
Project Lead III	\$219
Strategic Consultant I	\$219
Senior Consultant II	\$219
Project Engineer III	\$219
Construction Manager II	\$219
Senior Project Engineer I	\$219
Engineer V	\$219
Project Manager I	\$193
Project Lead II	\$193
Construction Manager I	\$193
Environmental Specialist IV	\$193
Project Engineer II	\$193
Engineer IV	\$193
Designer V	\$193
Project Administrator III	\$193
Senior Consultant I	\$193

EXHIBIT C

Fee Schedule

Consultant III	\$184
Project Lead I	\$184
Project Engineer I	\$184
Engineer III	\$184
Designer IV	\$184
Environmental Specialist III	\$184
Procurement Specialist III	\$184
Scheduling Specialist III	\$184
Project Administrator II	\$184
Consultant II	\$184
Engineer II	\$171
Designer III	\$171
Technician IV	\$171
Environmental Specialist II	\$171
Procurement Specialist II	\$171
Scheduling Specialist II	\$171
Project Administrator I	\$171
Consultant I	\$158
Engineer I	\$158
Designer II	\$158
Technician III	\$158
Environmental Specialist I	\$158
Procurement Specialist I	\$158
Field Representative IV	\$158
Scheduling Specialist I	\$158
Project Managers Assistant III	\$158
Designer I	\$150
Drafter III	\$150
Technician II	\$150
Administrative Assistant I	\$150
Field Representative III	\$150
Staff Assistant II	\$150
Project Managers Assistant II	\$150
Drafter II	\$125
Staff Assistant	\$125
Field Representative II	\$125
Project Managers Assistant I	\$125
Drafter I	\$105
General Office Assistant	\$105
Field Representative I	\$105

EXHIBIT C
Fee Schedule

Subconsultant		
Name	Title	Hourly Rate
JCMB	DataPort Admin. Support	\$185
Other Direct Costs		
Item Description	Billing Unit	Amount

The Department will reimburse reasonable and necessary subconsultant cost at the actual amount paid by the Consultant to the subconsultant, consisted with the subconsultant rates established in this Exhibit.

The Department will not pay mark-up on subconsultant services, costs, or expenses.

EXHIBIT C Fee Schedule

Detailed Cost Breakdown											
Task Name	Duration	Start Date	End Date	Assigned To	Job Classification	Rate	Util %	Budget Hours	Budget Amount	Knowledge Transfer Amount	
LADWP RSP 90754 - GIS Maintenance and Support	253d	01/24/2024	01/23/2025					8020	\$1,804,400.00	\$192,700.00	
Project Start Date	0	01/24/2024	01/24/2024					0	\$0.00		
01 - GIS Data Support and Analysis	253d	01/24/2024	01/23/2025					215	\$52,800.00	\$7,800.00	
01.01 GIS Data Support and Analysis	253d	01/24/2024	01/23/2025					215	\$52,800.00	\$7,800.00	
01.01 GIS Data Support and Analysis	253d	01/24/2024	01/23/2025	Bill Corey	Senior Consultant III	\$245.00	9%	183	\$45,000.00		
01.01 Knowledge Transfer	40d	01/24/2024	03/20/2024	Bill Corey	Senior Consultant III	\$245.00	10%	32	\$7,800.00	\$7,800.00	
02 - Application Administration	253d	01/24/2024	01/23/2025					1338	\$305,100.00	\$42,900.00	
02.01 ArcSDE / ArcFM / Designer Administration	253d	01/24/2024	01/23/2025					1094	\$244,100.00	\$29,000.00	
02.01 ArcSDE / ArcFM / Designer Administration	253d	01/24/2024	01/23/2025	Kevin Brown	Senior Consultant III	\$245.00	33%	676	\$165,600.00		
02.01 ArcSDE / ArcFM / Designer Administration	253d	01/24/2024	01/23/2025	Dalton Bass	Consultant II	\$171.00	14%	290	\$49,500.00		
02.01 Knowledge Transfer	80d	08/06/2024	11/26/2024	Kevin Brown	Senior Consultant III	\$245.00	16%	96	\$23,600.00	\$23,600.00	
02.01 Knowledge Transfer	40d	08/05/2024	09/30/2024	Dalton Bass	Consultant II	\$171.00	10%	32	\$5,500.00	\$5,500.00	
02.02 Cityworks Administration	253d	01/24/2024	01/23/2025					104	\$25,500.00	\$7,800.00	
02.02 OTM Administration and Support	253d	01/24/2024	01/23/2025	Kevin Brown	Senior Consultant III	\$245.00	3.6%	72	\$17,700.00		
02.02 Knowledge Transfer	40d	08/05/2024	09/30/2024	Kevin Brown	Senior Consultant III	\$245.00	10%	32	\$7,800.00	\$7,800.00	
02.03 Oracle/ODA Administration	253d	01/24/2024	01/23/2025					140	\$35,500.00	\$5,100.00	
02.03 Oracle/ODA Technical Assistance	253d	01/24/2024	01/23/2025	Jim Plummer	Strategic Consultant III	\$254.00	8%	116	\$29,400.00		
02.03 Knowledge Transfer	60d	08/05/2024	10/28/2024	Jim Plummer	Strategic Consultant III	\$254.00	5%	24	\$6,100.00	\$6,100.00	
03 - Integration and Web Support	253d	01/24/2024	01/23/2025					1334	\$306,000.00	\$40,300.00	
03.01 POWER Bus Support	253d	01/24/2024	01/23/2025					869	\$212,800.00	\$23,500.00	
03.01 POWER Bus Support and Development	253d	01/24/2024	01/23/2025	Derrick Moorefield	Senior Consultant III	\$245.00	38.2%	773	\$189,300.00		
03.01 Knowledge Transfer	120d	06/03/2024	11/19/2024	Derrick Moorefield	Senior Consultant III	\$245.00	10%	96	\$23,500.00	\$23,500.00	
03.02 Web Application Support	253d	01/24/2024	01/23/2025					357	\$73,200.00	\$11,800.00	
03.02 VMIS, ProjectWise, IIS, Tomcat Administration and Development	253d	01/24/2024	01/23/2025	Dario Silva	Senior Consultant III	\$245.00	6%	116	\$28,400.00		
03.02 VMIS, ProjectWise, IIS, Tomcat Administration and Development	253d	01/24/2024	01/23/2025	Dalton Bass	Consultant II	\$171.00	10%	193	\$33,000.00		
03.02 VMIS, ProjectWise, IIS, Tomcat Administration and Development	253d	01/24/2024	01/23/2025	Dalton Bass	Consultant II	\$171.00	10%	193	\$33,000.00		
03.02 Knowledge Transfer	60d	08/05/2024	10/28/2024	Dario Silva	Senior Consultant III	\$245.00	10%	48	\$11,800.00	\$11,800.00	
03.03 DataPort Support	253d	01/24/2024	01/23/2025					108	\$20,000.00	\$5,000.00	
03.03 DataPort Support for OMS and CCB	253d	01/24/2024	01/23/2025	JCMB Lead	Subconsultant	\$185.00	4%	81	\$15,000.00		
03.03 Knowledge Transfer	60d	08/05/2024	10/28/2024	JCMB Lead	Subconsultant	\$185.00	6%	27	\$5,000.00	\$5,000.00	
04 - ArcGIS Enterprise Administration	253d	01/24/2024	01/23/2025					679	\$144,800.00	\$19,600.00	
04.01 ArcGIS Enterprise Administration	253d	01/24/2024	01/23/2025					679	\$144,800.00	\$19,600.00	
04.01 ArcGIS WebService Maintenance	253d	01/24/2024	01/23/2025	Bill Corey	Senior Consultant III	\$245.00	5%	97	\$23,700.00		
04.01 Enterprise Administration	253d	01/24/2024	01/23/2025	Dario Silva	Senior Consultant III	\$245.00	10%	212	\$52,000.00		
04.01 Enterprise Administration	253d	01/24/2024	01/23/2025	Dalton Bass	Consultant II	\$171.00	14%	290	\$49,500.00		
04.01 Knowledge Transfer	40d	10/07/2024	12/03/2024	Bill Corey	Senior Consultant III	\$245.00	10%	32	\$7,800.00	\$7,800.00	
04.01 Knowledge Transfer	40d	10/07/2024	12/03/2024	Dario Silva	Senior Consultant III	\$245.00	15%	48	\$11,800.00	\$11,800.00	
05 - Application Development Support	253d	01/24/2024	01/23/2025					2517	\$560,100.00	\$56,400.00	
05.01 .Net Development	253d	01/24/2024	01/23/2025					196	\$46,500.00	\$15,700.00	
05.01 .Net Development	253d	01/24/2024	01/23/2025	Kevin Brown	Senior Consultant III	\$245.00	4.3%	87	\$21,300.00		
05.01 .Net Development	253d	01/24/2024	01/23/2025	Derrick Moorefield	Senior Consultant III	\$245.00	1.9%	39	\$9,500.00		
05.01 Knowledge Transfer	40d	08/05/2024	09/30/2024	Kevin Brown	Senior Consultant III	\$245.00	13%	40	\$9,800.00	\$9,800.00	
05.01 Knowledge Transfer	40d	08/05/2024	09/30/2024	Derrick Moorefield	Senior Consultant III	\$245.00	8%	24	\$5,900.00	\$5,900.00	
05.02 Oracle Development	253d	01/24/2024	01/23/2025					1294	\$285,100.00	\$18,300.00	
05.02 Oracle Apex and PL/SQL Support and Development	253d	01/24/2024	01/23/2025	John Jernigan	Senior Consultant II	\$219.00	25%	507	\$111,000.00		
05.02 Oracle Apex and PL/SQL Support and Development	253d	01/24/2024	01/23/2025	Jim Plummer	Strategic Consultant III	\$254.00	20%	496	\$103,000.00		
05.02 Oracle Apex and PL/SQL Support and Development	253d	01/24/2024	01/23/2025	Dalton Bass	Consultant II	\$171.00	15%	309	\$52,800.00		
05.02 Knowledge Transfer	60d	10/07/2024	01/03/2025	Jim Plummer	Strategic Consultant III	\$254.00	15%	72	\$18,300.00	\$18,300.00	
05.03 PDA Development	253d	01/24/2024	01/23/2025					727	\$162,800.00	\$18,900.00	
05.03 PDA Functional Lead	253d	01/24/2024	01/23/2025	Bill Corey	Senior Consultant III	\$245.00	7%	135	\$33,100.00		
05.03 PDA Development	253d	01/24/2024	01/23/2025	Udaya Maddumage	Senior Consultant II	\$219.00	25%	506	\$110,800.00		
05.03 Knowledge Transfer	144d	06/03/2024	12/27/2024	Udaya Maddumage	Senior Consultant II	\$219.00	8%	96	\$18,900.00	\$18,900.00	
05.04 Web Map Application	253d	01/24/2024	01/23/2025					306	\$65,700.00	\$3,500.00	
05.04 Map and Portal Development	253d	01/24/2024	01/23/2025	Kevin Brown	Senior Consultant III	\$245.00	1%	19	\$4,700.00		
05.04 Map and Portal Development	253d	01/24/2024	01/23/2025	Jim Plummer	Strategic Consultant III	\$254.00	8%	164	\$39,200.00		
05.04 Map and Portal Development	253d	01/24/2024	01/23/2025	Andrew Mattie	Consultant I	\$158.00	6%	116	\$18,300.00		
05.04 Knowledge Transfer	40d	09/09/2024	11/01/2024	Andrew Mattie	Consultant I	\$219.00	5%	16	\$3,500.00	\$3,500.00	
06 - Technical Support Lead	253d	01/24/2024	01/23/2025					1937	\$435,600.00	\$25,700.00	
06.01 Tech Team Leadership	253d	01/24/2024	01/23/2025					1937	\$435,600.00	\$25,700.00	
06.01 Maintain status, schedule, budget and resource plans	253d	01/24/2024	01/23/2025	Kelly McConney	Senior Consultant I	\$245.00	14%	290	\$71,000.00		
06.01 Technical Team Management	253d	01/24/2024	01/23/2025	Bill Corey	Senior Consultant III	\$245.00	6%	116	\$28,400.00		
06.01 System Architecture	253d	01/24/2024	01/23/2025	Jim Plummer	Strategic Consultant III	\$254.00	35%	708	\$179,900.00		
06.01 Knowledge Transfer Management	253d	01/24/2024	01/23/2025	Jim Plummer	Strategic Consultant III	\$254.00	5%	101	\$25,700.00	\$25,700.00	
06.01 System Architecture	253d	01/24/2024	01/23/2025	Dario Silva	Senior Consultant III	\$245.00	5%	101	\$24,800.00		
06.01 Create/Maintain As-Built System Architecture Documentation	253d	01/24/2024	01/23/2025	Dalton Bass	Consultant II	\$171.00	20%	405	\$69,200.00		
06.01 Project Accounting	253d	01/24/2024	01/23/2025	Katie Wickam	Project Managers Assistant III	\$158.00	2%	31	\$4,900.00		
06.01 Project Reporting	253d	01/24/2024	01/23/2025	Jim Brown	Project Controls Specialist II	\$171.00	9%	185	\$31,700.00		

EXHIBIT D

Allowable Travel Expenses

[NOTE: These rates are as of January 1, 2023]

Expenses for transportation, lodging, subsistence and related items incurred by consultants employed by the Los Angeles Department of Water and Power will be subject to the “50-mile” rule. Under this rule, travel reimbursements will be made only if the destination is farther than 50 miles from the Consultant personnel’s field or office location to the LADWP work site. Any such travel shall be pre-approved by LADWP and shall be in accordance with the guidelines of this Exhibit D.

All expenditures over \$25 require documentation in the form of an original detailed receipt with the exception of per diem meals. However, receipts for expenditures under \$25 may be requested by the City Controller. No additional mark-up on consultant or subconsultant expenses will be allowed.

LADWP will reimburse the Consultant for expenses that include, but not limited to:

1.0 Airfare:

Airfare is limited to coach class only. An itinerary is not acceptable in and of itself. Original receipts for airfare must be submitted. Purchase of a refundable ticket, which is usually more expensive than a non-refundable ticket, must be approved by the LADWP Contract Administrator identified in the Agreement.

2.0 Car Rental:

Car rental is limited to mid-size or smaller car. The expense of navigation and insurance will not be reimbursed. Original receipts for car rental and fuel costs must be submitted. Travelers shall fill the gas tank before returning car to avoid fuel surcharges that are not reimbursable.

3.0 Per Diem Allowances – Meals:

- 3.1 A meal allowance rate is established for domestic travel and will include incidental expenses.
- 3.2 The meal allowance rate for domestic travel is \$74 per day for a full day of travel, which excludes taxes and reasonable and customary gratuities not to exceed 15 per cent. On the first and last day of travel flight itinerary will be required if the full meal rate is requested.
- 3.3 Meal and incidental allowance will be prorated at 75% (\$55.50) of the daily allowance as follows on the first and last day of travel depending on departure/arrival time:
 - 3.3.1 The partial meal rate will be paid on the first day of travel for departure times after 2 p.m.

EXHIBIT D

Allowable Travel Expenses

3.3.2 The partial meal rate will be paid on the last day of travel for arrival times prior to 2 p.m.

3.3.3 When some meals are provided as part of the conference/event.

(NOTE: No meal allowance will be provided when all meals are provided throughout the day by the host or as part of an event/conference.)

3.4 Meal Receipts

Meal receipts are no longer required when claiming the meal allowance. If receipts are provided, the actual amount if less than allowance will be reimbursed.

EXCEPTIONS:

- 1) Receipts are required for grant funded travel where the grantor requires complete documentation of travel expenses; and
- 2) Receipts are required of single meals that cost more than \$25.

4.0 Per Diem Allowance – Hotel/Lodging:

4.1 Since the expense limit varies by county, the expense limit shall be pre-approved by the LADWP Contract Administrator identified in the Agreement for travel by the Consultant to an approved worksite outside of Los Angeles County.

4.2 Zero balance receipt is required. The receipt must include the pre-printed hotel name and address. Lodging expenses up to a maximum limit of \$182.00 per day (Los Angeles County). This should exclude taxes and tips. Tips and gratuities shall not exceed 15%, where reasonable and customary.

4.3 Meals and lodging are reimbursable only on working days as reported on timesheets, and payments are subject to the approval of the LADWP Contract Administrator identified in the Agreement.

5.0 Mileage:

Mileage for non-rental car travel will be paid at the standard mileage rate established by the Internal Revenue Service in effect at the time of travel. A Map Quest or similar routing tool is required to document miles driven. The mileage will be calculated using the shortest route. As of January 1, 2023, the reimbursement rate is sixty-five and one-half cents (\$0.655) per mile.

END OF ALLOWABLE TRAVEL EXPENSES

EXHIBIT E **List of Subconsultants**

The following Subconsultants are authorized to work on the Project:

Name	Special Expertise of Firm	Anticipated Service/Task Responsibilities	Location	Firm Type (SBE/DVBE)	Anticipated Compensation*
JCMB Technology	DataPort Administration Support	DataPort Administration Support	Delson, Quebec	None	\$25,000

* Subconsultant participation is estimated and may be modified to reflect actual services requested.

EXHIBIT F **List of Key Consultant Personnel**

The following people are designated as Consultant's Key Personnel:

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant/ Experience
Bill Corey	Strategic Consultant	Strategic Consultant III	California	Application support and development end user functionality, business process, software development	7/13
Jim Plummer	Program Project Manager	Strategic Consultant III	Colorado	Managed services, solution and architecture development, strategic consulting, product development, app infrastructure, cloud strategy, tech support	6/36
Dario Silva	Strategic Consultant	Senior Consultant III	Idaho	Project implementation, geospatial solutions, customer relationship management, developing strategic alliances	4/20

EXHIBIT G

Contract Insurance Requirements

CONTRACT INSURANCE REQUIREMENTS -- DEPARTMENT OF WATER AND POWER For Contractors, Service Providers, Vendors, and Tenants

Agreement/Activity/Operation: PPS - Power GIS Maintenance and Support
 Reference/Agreement: REQ #138051 - CERTIFICATE ACCEPTABLE (w/scheduled endorsements)
 Term of Agreement: 1 year
 Contract Administrator and Phone: _____
 Buyer and Phone Number: Joelle Morisseau-Phillips (213) 367-0123

- o Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated.
- o Firm 30 day Notice of Cancellation required.
- o All required scheduled endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

PER OCCURRENCE LIMITS

☒ WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)

<input checked="" type="checkbox"/> CA / All States Endorsement <input type="checkbox"/> Jones Act (Maritime Employment) <input checked="" type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> Other: _____	<input type="checkbox"/> US L&H (Longshore and Harbor Workers) <input type="checkbox"/> Outer Continental Shelf <input type="checkbox"/> Black Lung (Coal Mine Health and Safety) <input type="checkbox"/> Other: _____
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☐ AUTOMOBILE LIABILITY: _____

<input type="checkbox"/> Owned Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Contractual Liability <input type="checkbox"/> MCS-90 (US DOT) <input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Any Auto <input type="checkbox"/> Non-Owned Auto <input type="checkbox"/> Additional Insured <input type="checkbox"/> Trucker's Form <input type="checkbox"/> Other: _____
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☒ GENERAL LIABILITY: ☐ Limit Specific to Project ☐ Per Project Aggregate (\$1,000,000.00)

<input checked="" type="checkbox"/> Property Damage <input checked="" type="checkbox"/> Premises and Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Corporal Punishment <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> Marine Contractors Liability	<input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Products/Completed Ops. <input type="checkbox"/> Garagekeepers Legal Liab. <input type="checkbox"/> Collapse/Underground <input type="checkbox"/> Pollution <input type="checkbox"/> Airport Premises <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Child Abuse/Molestation <input type="checkbox"/> Explosion Hazard <input checked="" type="checkbox"/> Additional Insured Status <input type="checkbox"/> Hangarkeepers Legal Liab. <input checked="" type="checkbox"/> Other: <u>Errors & Omissions</u>
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☐ PROFESSIONAL LIABILITY: _____

<input type="checkbox"/> Contractual Liability <input type="checkbox"/> Additional Insured	<input type="checkbox"/> Waiver of Subrogation <input type="checkbox"/> Vicarious Liability Endt.	<input type="checkbox"/> 3 Year Discovery Tail <input type="checkbox"/> Other: _____
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☐ AIRCRAFT LIABILITY: _____

<input type="checkbox"/> Passenger Per Seat Liability <input type="checkbox"/> Pollution	<input type="checkbox"/> Contractual Liability <input type="checkbox"/> Additional Insured	<input type="checkbox"/> Hull Waiver of Subrogation <input type="checkbox"/> Other: _____
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☐ PROPERTY DAMAGE: ☐ Loss Payable Status (AOIMA) _____

<input type="checkbox"/> Replacement Value <input type="checkbox"/> All Risk Form <input type="checkbox"/> Builder's Risk:\$_____ <input type="checkbox"/> Transportation Floater:\$_____ <input type="checkbox"/> Scheduled Locations/Propt.	<input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Named Perils Form <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Contractors Equipment\$_____ <input type="checkbox"/> Other: _____	<input type="checkbox"/> Agreed Amount <input type="checkbox"/> Earthquake: _____ <input type="checkbox"/> Flood: _____ <input type="checkbox"/> Loss of Rental Income: _____ <input type="checkbox"/> Other: _____
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☐ WATERCRAFT: _____

<input type="checkbox"/> Protection and Indemnity <input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Pollution <input type="checkbox"/> Other: _____	<input type="checkbox"/> Additional Insured <input type="checkbox"/> Other: _____
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☐ POLLUTION: _____

<input type="checkbox"/> Incipient/Long Term <input type="checkbox"/> Waiver of Subrogation	<input type="checkbox"/> Sudden and Accidental <input type="checkbox"/> Contractor's Pollution	<input type="checkbox"/> Additional Insured <input type="checkbox"/> Other: _____
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☐ CRIME: ☐ Joint Loss Payable Status _____

<input type="checkbox"/> Fidelity Bond <input type="checkbox"/> Employee Dishonesty <input type="checkbox"/> Computer Fraud <input type="checkbox"/> Other: _____	<input type="checkbox"/> Financial Institution Bond <input type="checkbox"/> In Transit Coverage <input type="checkbox"/> Commercial Crime <input type="checkbox"/> Other: _____	<input type="checkbox"/> Additional Insured <input type="checkbox"/> Loss of Monies/Securities <input type="checkbox"/> Wire Transfer Fraud <input type="checkbox"/> Forgery/Alteration of Docs.
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☐ ASBESTOS LIABILITY: ☐ Additional Insured _____

Insurance Req (09/11/2023-LG)

EXHIBIT H

Statement of Work

1.0 BACKGROUND

POWER Engineers Incorporated (PEI) was contracted to aid in the implementation of the Departments Geographic Information System (GIS). The GIS is the repository for the LADWP Electric Model.

The Electric Model is an electronic representation of the electrical system from generation to the customer. It stores information on key elements of the electrical system, their attributes, where they are located and how they are connected to each other. It serves as the “single point of truth” for information. The model supports a number of uses throughout LADWP Power System. Which include:

- Providing a map-based view of the contained facilities
- The ability to access information, perform spatial queries and analyze the data
- Serve as a foundation for maps and drawings as appropriate
- Serve as a mechanism to access related information stored in other systems, such as work/maintenance management and customer information
- Export the Electrical model to other applications for their use (ex. OMS, feeder analysis, load flows)

A number of custom applications are supported by PEI’s technical support teams as well as backend support including, but not limited to, the following applications:

- Pole Data Application for pole spotters
- Pole Data Sync for Pole Data Administrators
- Cityworks (Office Task Management) for pole spotters and street light engineers
- Operating Number Application for engineers and drafting
- Redline Web for drafting
- PowerGIS Map / Map Gallery for Power Systems
- Power Integrator for inspections, pole work request creation, redline and inspection photo archiving, and WMIS Integration

2.0 PROJECT OBJECTIVES

The objective of this project is to continue support of the Power GIS for one year until a new agreement is in place to migrate to ESRI’s new Utility Network (UN). The objectives are:

- Support, maintain and operate the GIS application environment under the direction of LADWP.
- Provide knowledge transfer to LADWP for all aspects of the operating environment with the goal of enabling LADWP personnel to maintain the current environment without requiring substantial contractor support.

3.0 SCOPE OF WORK

EXHIBIT H

Statement of Work

Software support for custom applications & application backend support are critical tasks required to support the GIS environment, applications, and workflows that are critical for power system's business operations. As part of this support the administration, maintenance, and development activities for GIS functionality and system up-time are included and are summarized within the following areas:

- GIS Data Support and Analysis
- Application Administration
 - ArcSDE / ArcFM / Designer / ESRI
 - Cityworks (Office Task Manager)
 - Oracle/ODA Technical and Application DBA Support
- Integration and Web Support
 - POWER Bus Support
 - Web Application Support
- ArcGIS Enterprise Administration
- Application Development Support
 - .Net Development
 - Oracle Development
 - PDA Development
 - Web Map Application
- Technical Support Lead
- Technical and Application Architecture Support

4.0 DETAILED TECHNICAL REQUIREMENTS (CONSULTANT REQUIREMENTS) AND CONTRACT DELIVERABLES

4.1 Software support for custom applications & application backend support

4.1.1 O&M Support

Operation and Maintenance (O&M) support is a critical task required to support the GIS environment, applications, and workflows that are dependent on GIS functionality and system availability. As part of O&M support the administration, maintenance, and development activities are included and can be summarized within the following areas:

- 4.1.1.1 GIS Data Support and Analysis
- 4.1.1.2 Application Administration
 - ArcSDE / ArcFM / Designer / UN
 - Cityworks
 - Oracle/ODA DBA Technical Support
- 4.1.1.3 Integration and Web Support
 - POWER Bus Support
 - Web Application Support
 - DataPort Support

EXHIBIT H

Statement of Work

- Creating knowledge transfer documentation, collaboration, and transition
 - 4.1.1.4 ArcGIS Enterprise Administration
 - 4.1.1.5 Application Development Support
 - .Net Development
 - Oracle Development
 - PDA Development
 - Web Map Application
 - 4.1.1.6 Technical Support Lead
- Power Engineers (PEI) will provide the Managed Services activities in support of:
- GIS Data Support
 - Ad-hoc GIS Data Analysis

4.1.1.1 GIS Data Support and Analysis

For each software environment or application support activity, a daily activity log and checklist will be provided to document work performed and any recommendations for change.

The purpose of this activity is to assist with planned or ad-hoc requests for GIS user operational questions or support, data questions, data related issue investigation, business process workflows, or GIS Data Analysis. Typically, the GIS Analyst will develop a process, procedure, and analyze data from both geospatial and operational databases, and various ancillary sources to answer certain business questions.

With the exception of knowledge transfer included in this task, this is considered Production Support since it is primarily assistance in the performance of end-user GIS tasks.

The GIS Data Analyst will complete requests under the direction of the LADWP GIS Support Team. Assigned tasks may include:

- Spatial data research and analysis
- GIS data creation and editing support
- Notes to document the steps to take to perform a specific GIS analysis task
- Documented spatial analysis report as required by the LADWP GIS Support Team
- Data model change impact analysis and implementation
- Symbology, stored display, MXD maintenance as required
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Resolution notes for assigned Operational Service Requests
- Scripts and other developed code or documentation developed in response to GIS Analysis requests
- Knowledge transfer documentation

EXHIBIT H

Statement of Work

4.1.1.2 Application Administration

ARCSDE Administration

The activities within the scope for GIS SDE Administration include:

- Maintain GIS Databases, license servers, database access, and GDBM

Processing

- Inspect and correct ArcGIS object definitions such as feature classes
- Perform regular maintenance on the SDE database and the data model
- Assist with loading spatial data or performing data update scripts
- Administration of ArcSDE, ArcGIS, and Oracle users, roles and security models
- Monitor and maintain ArcSDE performance
- Periodic SDE patching
- Perform geodatabase backups if required
- Scripting and Data Maintenance Tool development
- Osmose data processing tools, analysis, and data load administration
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- SDE Database proactive monitoring and administrative checklist updated monthly
- Resolution notes for assigned Operational Service Requests
- Scripts and other developed code developed to maintain the operating environment
 - Knowledge transfer documentation

ArcFM Administration Activities

Power Engineers will provide the following Managed Services activities:

- ArcFM Application Administration
- Data model support
- Functional data support
- Performance monitoring
- Best practices and procedures
- Support symbology/stored display maintenance
- Promotion/deployment of minor customization releases
- Configuration support
- Orphan version cleanup
- User account administration
- User access problem report resolution
- Proactive maintenance (logs, data inspections)
- Assistance with licensing and installation
- Patching and code releases
- Batch processing and GDBM administration
- Workflow administration
- Provision of knowledge transfer as requested

EXHIBIT H

Statement of Work

- Scripting and tool development as necessary to manage the environment
- ArcMap Administration Support
- Assist with impact assessments for upgrades or patches, and assist with the implementation of patches and scripts into various environments
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Resolution notes for assigned Operational Service Requests
- Scripts and other developed code developed to maintain the operating Environment
- Proactive monitoring and administrative checklist updated monthly
- Knowledge transfer documentation

Designer Administration

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of:

- Configuration support
- Workflow administration
- Integration administration and monitoring
- Customization software maintenance
- Support for CU library changes
- User administration support
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Resolution notes for assigned Operational Service Requests
- Proactive monitoring and administrative checklist updated monthly
- Knowledge transfer documentation

Cityworks Administration

- The Cityworks application from Azteca provides the functionality that enables the Office Task Management (OTM). OTM provides workflow and task management for:
 - Streetlight Designer
 - Pole Data Application
 - Pole Data Sync
 - Other workflows that may be created by LADWP
- Creating knowledge transfer documentation, collaboration, and transition

Power Engineers Incorporated (PEI) will provide the Managed Services for the Cityworks application in the following areas:

- Configuration support
- Workflow administration
- Integration administration and monitoring

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Statement of Work

- User management trouble shooting
- Patching support
- Database cloning support
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Cityworks maintained configuration in Development, QA and Production databases
- Proactive monitoring and administrative checklist updated monthly
- Knowledge transfer documentation

Oracle / ODA Administration

LADWP is primarily responsible for the GIS Oracle database and server administration and has an assigned DBA. This task provides for additional support to assist the LADWP DBA performing some day-to-day tasks.

The LADWP DBA will be responsible for the proactive support to keep the systems running backup, storage and tablespace management, recovery, disaster recovery including active data guard maintenance, patching to keep the ODA, operating system, and databases up to date Power Engineers Incorporated (PEI) can assist with:

- proactive monitoring,
- database user and schema creation and changes,
- GIS application database cloning or post cloning steps,
- space monitoring,
- Oracle Apex patching, and
- other task assignments as agreed to.
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Release notes or emails that describe any tasks performed.
- Knowledge transfer documentation

4.1.1.3 Integration and POWER Bus Support

POWER Bus Support

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of the POWER Bus, (formerly called the POWER Integrator), that supports integration with:

- Cityworks/OTM
- ArcGIS
- Designer
- WMIS
- ProjectWise
- MIMS

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- Osmose
- Pole Data Application
- Pole Data Sync

The general tasks performed include:

- Administration and process monitoring
- Data analysis and data correction
- Inspection of message data
- Troubleshooting
- Code and data maintenance in support of data model or process changes that come from changes to the supported integrations
- Patching and code/configuration to support windows or Esri patch releases
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Maintained code checked into the code repository
- Deployed software to Development, QA and Production environments
- Proactive monitoring and administrative checklist updated monthly
- Knowledge transfer documentation

Web Application Support

Power Engineers Incorporated (PEI) will provide the Managed Services activities to maintain GIS web applications:

- WMIS and ProjectWise web service monitoring
- PDA web application administration, release support and monitoring
- IIS and Web Service monitoring administration and support for WMIS Integration
- IIS and Web Service monitoring and support for ProjectWise Integration
- IIS monitoring and support for Oracle Apex applications
- Tomcat monitoring and support for Oracle Apex applications
- Performance monitoring and investigation
- POWER Monitor application support and development
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Maintained code checked into the code repository
- Deployed software to Development, QA and Production environments
- Proactive monitoring and administrative checklist updated monthly
- Knowledge transfer documentation

DataPort Support

Fusion DataPort is a software application that LADWP has purchased as an integration platform for the GIS. The application vendor is JCMB Technology (JCMB).

POWER Engineers Incorporated (PEI) will utilize JCMB as a sub-consultant to perform

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Statement of Work

maintenance of the Fusion DataPort application user for the:

- GIS to OMS extract
- CCB to GIS data loading process
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

Maintained Data Map and Enhancement Rules Specifications

Configuration files for Fusion DataPort including

- Data Enhancement Rules
- Mapping Rules
- Project Files
- Knowledge transfer documentation

4.1.1.4 ArcGIS Enterprise Administration

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of:

- Assistance with license management
- Assistance managing internal and externally facing ArcGIS Enterprise installed software, and high availability configuration, web-adaptors, and federation including:
 - o Portal Server
 - o ArcGIS Server
 - o Web Adaptor Server
 - o Imagery Server
 - o Data Store Server
 - o GeoEvent Server
 - o ArcGIS Common services (feature/map services)
 - o ArcGIS Image services
 - o ArcGIS Power services (feature/map services)
 - o ArcGIS External Power services (feature/map services)
 - o ArcGIS Enterprise software patching and custom application code releases, or service publishing in support of data model changes affecting published services
- User and group administration and permissions
- Monitoring and investigation of issues with ArcGIS Enterprise applications
- ArcGIS Enterprise and other installed software patching and custom code releases
- Performance monitoring and investigation
- Support changes to environments as needed for other task order work.
- Maintain service related MXDs as needed.
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Maintained code checked into the code repository
- Deployed software to Development, QA and Production environments

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- Proactive monitoring and administrative checklist updated monthly
- Knowledge transfer documentation

4.1.1.5 Application Development Support

.NET Development

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of:

- ArcFM customization code maintenance
- Designer customization code maintenance
- Circuit Cutover Tool
- Minor enhancements/changes
- Support for application patching and code releases
- Technical trouble shooting
- Customer Feed difference engine process for feeding OMS service and meter information.
- Creating knowledge transfer documentation, collaboration, and transition

Minor enhancements/changes assistance typically consists of requests for code development that is less than eight hours of coding effort. Task order budgets will dictate how many of these customizations could be requested. Larger efforts may be scheduled once requirements are well known, assuming, the work can be accomplished within the monthly allocation of hours.

Deliverables

- .Net code maintained and deployed in Development, QA and Production Databases
- .Net code and other scripts stored in source code repository
- Developer Release Notes provided for any software releases
- Knowledge transfer documentation

Oracle Development

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of:

- PL/SQL scripting ad hoc development and production code maintenance
- PDA data access layer maintenance (POLEDATA stored procedures)
- Apex development support, data and data model, and functional support for applications and reports (enhancements and changes):
 - o 100 - Azteca Workflow Sync
 - o 102 - LMS
 - o 103 - History Reports
 - o 104 - Redline Web
 - o 105 - DB Monitor
 - o 107 - PSRP
 - o 108 - Cable Reel Tracking

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- o 110 - GIS Reports
- o 111 - GIS Email Management
- o 112 - Inspection Reports
- o 128 - Service Reports
- o 152 - GIS Related Record Viewer
- o 167 - Operating Number Assignment (ONA)
- o 184 - HTML Reports
- o 250 - GIS Web Home
- o 260 - GIS Web Admin
- Apex workspace technical administration assistance
- Technical trouble shooting of PL/SQL and Apex applications and data
- Application Performance investigation
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Assist with the maintenance of PL/SQL and Apex code in Development, QA and Production environments
- Code, Apex application exports, and scripts stored in source code repository
- Developer Release Notes provided for application releases
- Knowledge transfer documentation

PDA Development

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of:

- PDA and Pole Data Sync code maintenance, and enhancements, including data model changes
- Business Analyst support to determine impacts of bug fixes and enhancement requests
- Business Analyst support to assist with answering end user support questions
- Technical trouble shooting of production issues and data issues
- Performance investigation
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Maintained PDA code updated per agreed upon release schedules in Development, QA and Production environments
- PDA source code, configuration and scripts stored in source code repository
- Developer release notes provided for each application release
- Knowledge transfer documentation

Web Map Application Development

Power Engineers Incorporated (PEI) will provide the Managed Services activities in support of:

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Statement of Work

- Development of applications, and configuration of maps or applications deployed on ArcGIS Portal.
 - Including configuring stored displays, MXDs and portal attribute application popups
- Esri JavaScript API maps or applications used to support applications.
 - Examples: Redline Web Map, PDA Map, custom Web App Builder widgets such as the Google Street View widget.
- Cloning maps or applications to or from non-Production and Production environments.
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Maintained Portal application configuration on the portal server
- JavaScript or custom portal widget source code, configuration and scripts stored in source code repository
- Developer release notes provided for each application release
- Knowledge transfer documentation

4.1.1.6 Technical Support Lead

Work under this activity will include task order initiation, coordination of task order activities, and technical team leadership, including quality reviews, schedule, budget and resource plan updates.

To support the increased quality focus, the Technical Team Lead will maintain Operational Standards and Templates for the developers and administrators to follow.

The Technical Team lead will provide oversight of the technical team throughout the duration of the task order to ensure that the quality standards and document management standards are followed.

This activity also includes the System Architecture role as critical scope for effective knowledge transfer and overall GIS system maintenance. The system architect will review proposed changes to applications or integrations that may affect the GIS environment, participate in knowledge transfer sessions as needed, and will be the primary point of contact for all GIS operating environment questions (such as JCMB DataPort administration assistance and oversight, integrations, application functionality, and business process workflows supported by the GIS system). Additional scope includes assisting with:

- Manage software issues and action items
- Review and assist with on-going business continuity planning
- Coordinate non-production environment usage
- Coordinate GIS system/application availability

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- Change management approach for application releases
- Enterprise environment decision support
- Maintain architecture documentation
- Assist coordination of changes across all integrated systems
- Review performance metrics and provide recommendations
- Stay informed on Esri architecture changes, emerging Esri architecture best practices and provide input for future planning or recommended changes to GIS Administration/Support team
- Coordinate application administration, development, operation and maintenance plans
- Support architecture and system-wide discussions
- Provide ad-hoc technical support for the LADWP DBA
- Provide ad-hoc technical support for LADWP Apex development team
- Provide ad-hoc technical support for LADWP ArcGIS Portal development team
- Assist with upgrade and patch planning
- Assist with application release planning and coordination
- Assist with LADWP's change control process
- Creating knowledge transfer documentation, collaboration, and transition

Deliverables

- Periodic updates to the Operational and Code Development Standards document
- Periodic updates to the PowerPoint Overview of Code Management Procedures
- As-Built Application and System Architecture documentation
- Maintain the GIS Architecture Blueprint in Visio or PDF form
- Maintain the Production and Non-Production Environment Inventory
- Maintained resource allocation schedule
- Milestone invoices and Milestone Acceptance Certificates
- Monthly Status Report
- Knowledge transfer documentation

5.0 REPORTING

POWER will provide a monthly status report emailed as an attachment to the project manager on the second and fourth Tuesday of each month in PDF format. The monthly reports will provide updates on items such as open task order status, deliverable milestone status and task order budget updates.

The status report will provide a summary of:

- Operational Service Requests
- Software Quality
- GIS Data Quality
- Change Requests
- Decision Requests
- Responsibility Area Status

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- Project Schedule Changes
- Invoice/Payment Status

A final report detailing the end results of the project will be provided in PDF format and emailed to the project manager.

EXHIBIT I

Background Check Certification

On behalf of _____ (name of vendor), _____ (name of company performing screening services) has performed background checks on the individuals named below. The background checks consisted of the following components:

1. Social Security Number (SSN) Trace:
 - a. Validates the SSN based on issuance data published by the Social Security Administration (not a work eligibility verification).
 - b. Provides independent address history going back at least 7 years; sources include multiple commercial databases, including header information from three credit bureaus.
2. Expanded Criminal History Search (search for felony and misdemeanor records in all jurisdictions of known employment and residence in the past seven years (includes State, County, and Federal levels):
 - a. Includes direct source searches (State, County, and Federal Courts) in all known jurisdictions where the subject has lived or worked in the past seven years. The entire Federal District Court level is automatically covered with the exception of four appeals courts.
3. Auxiliary National Criminal Index (ANCI)
 - a. Includes over 180 million felonies, misdemeanors, infractions, and sex offender records. Data sources from over 50 states, plus the District of Columbia, Puerto Rico, and Guam, consist of one or more of the following: County Court indexes, State Administrative and police repositories, State Department of Corrections, and sex offender registries.
4. Office of Foreign Asset Control (OFAC) Watch List:
 - a. A list of over 5,000 known terrorists, national drug traffickers, specially designated and block persons as identified by the OFAC, a Department of the United States (U.S.) Department of Treasury.
 - b. Based on U.S. foreign trade policy and national security goals, persons on the list should not be engaged in economic or commercial activities in the U.S.

NO DEROGATORY INFORMATION WAS FOUND ON THE FOLLOWING INDIVIDUALS:

Person Performing Screening Services Date

Executive Management of Company Date Name of the Company

EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

A. Confidentiality

All documents, records, and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of LADWP. All documents, records and information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, are deemed confidential. The Contractor agrees not to provide these documents and records, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all documents, records, or other information used or reviewed in connection with the Contractor's work for LADWP shall be used only for the purpose of carrying out LADWP business and cannot be used for any other purpose. The Contractor shall be responsible for protecting the confidentiality and maintaining the security of LADWP documents, records, and information in its possession.

B. Document Access/Control

1. The Contractor shall make the confidential information provided by LADWP to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and /or subcontractors, only on a need-to-know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and subcontractors, with access to the confidential information about the penalties for its unauthorized use or disclosure.
2. The Contractor shall store and process confidential information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
3. The Contractor shall not remove documents, records, or information used or reviewed in connection with the Contractor's work for LADWP from LADWP facilities without prior approval from LADWP. The Contractor shall not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in personnel or customer files, confidential information, documents, or records provided by LADWP that are reviewed during work on this Agreement.
4. The Contractor shall not make or retain copies of any such documents, written and electronic materials, notes, documents, confidential information, records, or other information. Provided however, with prior written approval from LADWP, the Contractor may make copies of such documents, written materials, notes, documents, confidential information, or other information, as necessary to perform its duties under this Agreement.
5. The Contractor shall document and immediately report to LADWP any unauthorized use or disclosure of confidential information of which the Contractor becomes aware.

EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

6. The Contractor shall require that all its employees, agents, and subcontractors who shall, or may, review, be provided, or have access to LADWP data, information, personnel or customer files, confidential information, documents, or records during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Confidentiality Agreement, prior to performing work under this Agreement.

C. Return of All Documents to LADWP

The Contractor shall, at the conclusion of this Agreement or at the request of LADWP, promptly return any and all written materials, notes, documents, records, confidential information, or other information obtained by the Contractor during the course of work under this Agreement to LADWP, and all paper and electronic copies thereof. Provided however, the Contractor may retain duplicates and originals, as appropriate, of Contractor's administrative communications, records, files, and working papers relating to the services provided by the Contractor pursuant to this Agreement.

D. Work Product and Deliverable Confidentiality

Any reports, findings, deliverables, analyses, studies, notes, information or data generated as a result of this Agreement are to be considered confidential. The Contractor shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law. Notwithstanding the foregoing, the Contractor may reference its work under this Agreement in general terms in presentations and proposals, provided that in doing so, the Contractor does not disclose any non-public information. The Contractor may not release any information, whether or not such information is public information, to the media without prior written approval from LADWP.

E. Subcontractors Subject to the Confidentiality Agreement

Any subcontract entered into pursuant to the terms of this Agreement shall be subject to, and shall incorporate, the provisions of this Confidentiality Agreement.

Bidder has caused their duly authorized representative to execute this Agreement as follows:

Date: 12/12/2023

Signature: 

Firm: POWER Engineers Incorporated

Title: AUS, Digital Utility, Business Unit Director

EXHIBIT K
Safety Compliance Certificate

I, Alisha Mack the undersigned,
(Print Company Representative Name)
Corporate Safety Director of
(Print Company Representative Title)
POWER Engineers Incorporated hereby certify the
(Print Company Name)

Information contained herein and that undersigned is duly authorized to certify that:

- A. Contractor has an Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, industry standards and the California Occupational Safety and Health Administration, Title 8 of the California Code of Regulations, General Industry and Construction Safety Orders. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.)

California Code of Regulations General Industry Safety Orders

<http://www.dir.ca.gov/Title8/3203.html>

California Code of Regulations Construction Safety Orders

<http://dir.ca.gov/Title8/1509.html>

If Contractor performs any work under this agreement outside the State of California, Contractor shall comply with applicable local, State, and Federal laws and regulations, including, but not limited to, industry standards and the Occupational Safety and Health Administration, General Duty Clause.

<https://www.osha.gov/laws-regs/oshact/section5-duties>

- B. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.
- C. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of IDAHO on:

Signature: 

Print Name: Alisha Mack

Date: 12/12/2023

(For Non-Safety Tier 1 Work)

Revised: 1/2/18