

RFP

Request for Proposal



for
Water Market Research and Analysis

RFP Number: 90907

Release Date: 06/11/2026

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SECTION ONE
INSTRUCTIONS TO PROPOSERS

SECTION ONE – INSTRUCTIONS TO PROPOSERS

1.0 INTRODUCTION

The Los Angeles Department of Water and Power (LADWP) is soliciting proposals for Water Market Research and Analysis. The duration of the contract is expected to be five years with the budget range of \$400,000 to \$500,000. LADWP intends to award one agreement and the Tasks will be performed under the LADWP Task Management System. (See Paragraph 20.2, LADWP Task Management System.) This Request for Proposal (RFP) No. 90907 sets forth the requirements as follows:

LADWP is seeking an experienced and specialized consultant to research California's water market and identify opportunities that could support the City's long term water supply reliability. The work includes researching market conditions, pricing trends, and available water transfer and storage programs across the state. The consultant will provide economic analyses, summarize recent water market activities, and outline regulatory requirements for transfers and storage. Task Orders will be issued to meet the Water System's needs.

LADWP employs the electronic-Request-Solicit-Procure (eRSP) online purchasing system for both the posting of Bids/RFPs and receiving Bid/Proposal documents.

LADWP expressly reserves the right to reject any or all Proposals, to investigate the qualifications and experience of any Proposer, to reject any conditions or exceptions in any Proposal, to reissue a revised RFP, request a Best and Final Offer (BAFO), request verification of labor rates, overhead rates, or any other proposed amount to ensure fair and reasonable pricing, negotiate with any, all or none of the proposers, waive informalities, minor irregularities and discrepancies, and award a Contract without interviews, discussions or negotiations. LADWP may award one or more contracts in response to this solicitation. LADWP may cancel this RFP at any time. LADWP is not responsible for any costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

The submission of a Proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the RFP, the attachments, the addenda (if any), and has reviewed and inspected all applicable laws, regulations, ordinances, and resolutions dealing with or related to this procurement. The failure or neglect of a Proposer to examine such documents, laws, regulations, ordinances, or resolutions shall in no way relieve the Proposer from any obligations with respect to the contract issued as a result of this RFP. LADWP fully expects consultants to provide a comprehensive solution that meets or exceeds all requirements as stated in this RFP.

LADWP is the largest municipal water and power utility in the nation. It was established more than 100 years ago to deliver reliable, safe water and electricity to approximately 4 million residents and businesses in Los Angeles.

Currently, LADWP provides its 681,000 water customers and 1.5 million electric

customers with quality service at competitive prices. A five-member Board of Water and Power Commissioners establishes policy for LADWP. The Board members are appointed by the Mayor and confirmed by the City Council for five-year terms.

2.0 ACRONYMS AND DEFINITIONS

Best and Final Offer (BAFO):	A BAFO may be requested from finalists at LADWP's sole discretion. This process will allow Proposers to make any final adjustments or clarifications to their proposals, and/or submit a revised pricing proposal. If LADWP elects to conduct a best and final process, a separate set of instructions will be provided at that time. Proposers are cautioned that the BAFO is optional, at the sole discretion of LADWP. Therefore, Proposers should not assume that there would be an additional opportunity to amend their technical or cost proposals.
Bid:	Synonymous with proposal
Bidder:	The person, firm, corporation, partnership, or joint venture submitting a proposal in accordance with this RFP.
Board:	The Los Angeles Department of Water and Power Board of Commissioners.
Contract Administrator (CA):	Unless specified otherwise in the RFP, the CA shall refer to an LADWP employee who is assigned to administer contracts and manage projects derived from this RFP.
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 of Supply Chain Services or the appointed designee.
eRSP:	electronic-Request-Solicit-Procure is LADWP's electronic bidding system
JFB:	John Ferraro Building

LADWP:	Los Angeles Department of Water and Power. Also referred to as the "Department."
Mandatory:	A requirement that must be satisfied. Failure to comply with a mandatory requirement will lead to the disqualification of the Proposer's proposal.
Offeror:	Synonymous with Bidder.
Proposer:	Synonymous with Bidder.
Q & A:	Question and Answer functionality in eRSP system
Respondents:	Synonymous with Bidder.
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.

3.0 SMALL BUSINESS ENTERPRISES (SBES) AND DISABLED VETERAN BUSINESS ENTERPRISES (DVBES)

The SBE/DVBE Participation Program is a race and gender-neutral program developed to create more competition and to offer additional opportunities to small, disabled veteran-owned, and other businesses to participate in LADWP's Board-awarded construction, non-professional and personal services including professional services contracts. As part of the program, LADWP will establish a contract-specific mandatory SBE and/or DVBE participation level for each proposed contract. LADWP's overall annual SBE and DVBE participation goals are set at 25 percent and 3 percent, respectively. The contract-specific mandatory SBE and/or DVBE participation requirement for each bidding opportunity may be higher or lower based on the scope of work, subcontracting opportunities, and the number of small and disabled veteran businesses available to perform the type of work.

It is the policy of LADWP to solicit participation in the performance of all contracts by individuals and businesses, including, but not limited to 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 Enterprises (LGBTBEs), and Other Business Enterprises (OBEs).

LADWP promotes and encourages the use of small businesses including firms owned by disabled veterans, minorities, women and disadvantaged business enterprises. LADWP's contract-specific mandatory SBE and/or DVBE participation requirement for this RFP is as follows:

**Contract-specific Mandatory SBE
and/or DVBE Participation Requirement = 20 %**

The details and requirements of the SBE Participation Program are delineated in Section Seven, Socio-Economic Programs – Compliance Requirements and Forms of this RFP.

4.0 COMMUNICATION AND INTERPRETATION OF RFP DOCUMENTS

The key contact person responsible for the conduct of this RFP is:

Buyer/Title: Douglas Vernon-Scott/Utility Buyer
Email: SCS4Purchasing@ladwp.com

Any verbal or written communications between any Proposer (potential or actual), or its representatives and any LADWP Commissioner, employee, or contracted consultant regarding this procurement are strictly prohibited from the date of RFP advertisement through the date of the execution of the contract, with the exception of negotiations or discussions initiated by LADWP during the evaluation process. Any violation of the requirements set forth in this Section may constitute grounds for immediate disqualification of the offending firm from participation in this procurement.

All questions, inquiries, concerns, clarifications, noted discrepancies or omissions in the RFP documents shall be submitted using the electronic-Request-Solicit Procure (eRSP) system through the Q & A feature. Requests for addenda, interpretation, or clarification shall be received by LADWP on or before the question or request for clarification deadline listed in Paragraph 5.0, Anticipated Procurement Schedule.

Any interpretation of or change in the documents will be made only by addendum issued electronically using the eRSP system. LADWP recommends all Proposers to visit the abovementioned eRSP Q & A feature on a regular basis as the responses may be posted earlier than the posting due date. LADWP will not be responsible for any other explanation or interpretations.

5.0 ANTICIPATED PROCUREMENT SCHEDULE

LADWP will make every effort to adhere to the schedule below. However, LADWP reserves the right, at its sole discretion, to adjust the RFP Schedule as it deems necessary.

No.	Activity	Time	Date
1	RFP Release		6/11/26
2	Pre-Proposal Meeting	10:00 am	6/18/26

No.	Activity	Time	Date
3	Deadline for Submittal of Questions or Requests for Clarification	5:00 pm	6/30/26
4	LADWP's Responses to Received Questions and Request for Clarifications posted to eRSP		7/7/26
5	Submittal of Notice of Intent to Submit Proposal		7/10/26
6	Proposal Due Date/Time	2:00 pm	7/14/26
7	Proposal Review Completion		August 2026
8	Clarification [and/or Negotiation] Period		September 2026
9	Notice of Intent to Award		October 2026
10	Recommendation of Award to the Board of Water and Power Commissioners		November 2026

6.0 PRE-PROPOSAL MEETING

A pre-proposal meeting will be conducted to provide an overview of the RFP. The purpose of this meeting is to allow each Proposer to review the RFP with the LADWP project team. Attendance at this meeting is not mandatory, but highly recommended for all Proposers. To obtain the greatest benefit of the meeting, Proposers are strongly encouraged to send their direct supervisory personnel /critical project team members (in lieu of business development or sales personnel).

The **Pre-Proposal Meeting** will be held at:

Date/Time: June 18, 2026 at 10:00 AM Pacific Time (PT)
Virtually via Microsoft Teams

Meeting Link:

<https://teams.microsoft.com/meet/250112064356989?p=d2PC3UEd3cB854vQJ4>

Meeting ID: 250 112 064 356 989

Meeting password: Pf99v4g2

Participation in the pre-proposal meeting can be accomplished via virtual meeting. Questions may be submitted prior to the meeting through the Q & A feature in eRSP. Information presented at the meeting which is not included in the original RFP may not be relied upon unless incorporated by addenda.

Note: The person who will be attending the pre-proposal meeting is strongly encouraged to disseminate and convey all information discussed at the pre-proposal meeting to the appropriate staff member(s) who will be responsible for preparing and submitting the proposal.

7.0 RESERVED

8.0 NOTICE OF INTENT TO PROPOSE

Proposers are requested to sign and return the Notice of Intent to Submit Proposal (**Appendix A**) as instructed on the form on the date specified in Paragraph 5.0, Anticipated Procurement Schedule. If no proposal will be submitted in response to this RFP, please indicate the reason why in the space allocated on the form. The contact person who will be available during the solicitation period must be identified in the Notice of Intent to Submit Proposal. If this person is no longer available, the Proposer must notify LADWP immediately.

9.0 MANDATORY COMPLIANCE DOCUMENTS

Failure to complete, sign, and submit the Mandatory Compliance Documents listed in this paragraph will lead to the disqualification of a firm's proposal. The following forms and/or programs are applicable to every contract regardless of anticipated contract dollar value.

- Appendix E Responsibility Questionnaire
- Appendix G CEC Form 50 – Bidder Certification
- Appendix K CEC Form 55 – Prohibited Contributors (Bidders)

Please review these documents very carefully for accuracy and completeness, prior to submittal. Additional requirements which are specific to contract dollar value are addressed in Section Six – Compliance Requirements and Forms.

10.0 COURTESY REVIEW OF MANDATORY COMPLIANCE DOCUMENTS

In an effort to improve the “responsiveness of bids” related to the mandatory compliance documents listed in the above section (Section 8.0, Mandatory Compliance Documents), LADWP offers a courtesy review of such forms for completeness, accuracy, and required signature(s) before the RFP closing date. Interested Proposers may send completed and signed copies of the following forms via email to ccsdocs@ladwp.com.

- Appendix E Responsibility Questionnaire
- Appendix G CEC Form 50 – Bidder Certification
- Appendix K CEC Form 55 – Prohibited Contributors (Bidders)

The Proposer shall **NOT** send documents other than copies of the mandatory compliance documents indicated above.

To allow sufficient time for a courtesy review of such documents and subsequent feedback to Proposers, the email for a courtesy review request shall be received by LADWP no later than 48-hours (excluding weekend and holidays) before the RFP closing date and time. Proposers are encouraged to take advantage of LADWP's

courtesy review of the mandatory compliance documents indicated above as early in the bidding process as possible.

When submitting forms to LADWP for a courtesy review, the Proposer shall enter the "RFP Number" and "Title of the RFP" in the subject line of the email. The Proposer shall ultimately be responsible for the accuracy, completeness, and signature requirement(s) of all mandatory compliance documents submitted with the proposal. The Proposer is required to submit the mandatory compliance forms with the proposal after the courtesy review has been completed.

All other questions, inquiries, or correspondence regarding this RFP shall be submitted through the eRSP system.

11.0 ADDENDA

LADWP may issue addenda to make changes to the RFP, changes to the scope, respond to any questions, or provide clarification to information stated within the RFP. All written/published addenda shall become part of this RFP, and must be considered by the Proposer in its proposal. All other communications are unofficial and non-binding.

Addenda related to this RFP will be issued via the eRSP system. Proposers must acknowledge receipt of all addenda issued by LADWP in their Letter of Transmittal (Proposal Requirements). If an addendum is issued amending this RFP, all provisions that are not modified remain unchanged.

12.0 MODIFICATIONS AND ALTERNATIVE PROPOSALS

Proposers are cautioned to limit exceptions, conditions, and limitations to the provisions of this RFP as they may be determined to be so fundamental as to cause rejection of the proposal for not responding to the requirements of the RFP. All exceptions **MUST** be included in Proposer Exceptions to technical requirements and terms and conditions of Agreement, in accordance with Paragraph 3.0, Proposal Organization and Content, of Section Two. Only exceptions included in such table may be considered. Exceptions noted anywhere else in Proposers' proposal **will not** be considered and **will not** be part of any resulting agreement, if any.

Proposers submitting conforming proposals may submit alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of LADWP. LADWP reserves the right to accept or reject any alternate proposal. Oral or telephonic proposals and/or modifications shall not be considered.

13.0 ERRORS OR OMISSIONS IN PROPOSALS

LADWP will not be liable for any errors or omissions in consultant proposals. Consultants will not be allowed to alter proposals after the proposal due date without permission from LADWP.

14.0 WITHDRAWAL OF PROPOSAL

A Proposer by means of a written request, signed by the Proposer's Representative, may withdraw a proposal. Such written request shall be delivered to the Buyer identified in the RFP prior to contract approval by the General Manager or appropriate LADWP Board.

15.0 ADDITIONAL INFORMATION REQUIRED UPON REQUEST

A detailed cost/price analysis may be requested of the Proposer in order to determine if the price proposed is fair and reasonable. If LADWP determines that a cost analysis is necessary, the Proposer must be prepared to provide, upon request, summaries of estimated costs and documentation supporting all cost elements.

16.0 AWARD PROCEDURES

The Proposer recommended for award will be notified when the recommendation of award will be acted upon by the LADWP Board of Commissioners. All recommendations for award approved by the LADWP Board of Commissioners in an amount greater than \$150,000 or that exceed a 12-month period are subject to review by the Los Angeles City Council, and an award of contract will not be final until such review process has been completed. The successful bidder will be notified, in writing, when such review process has been completed, and of the award date of the contract. No payment can be made for action taken or work started prior to the award date of the contract, execution of bonds and insurance if applicable, and any other requirements that may be imposed by the terms of the contract.

17.0 PROTEST PROCEDURE

The intent of this procedure is to provide a process for proposers to formally express any concerns with the content of the solicitation documents or a contract award.

In order for a protest to be considered, the Protestor shall adhere to LADWP's Protest Procedure by providing a written submission which shall contain, at a minimum, the following elements:

1. Name and address of the Protestor;
2. Its relationship to the procurement sufficient to establish that the Protest is being filed by an Interested Party;
Note: An Interested Party means a prospective or actual proposer whose direct economic interest would be affected by the solicitation contents or by the award of a contract or by the failure to award a contract. Interested parties do not include subconsultants or suppliers of an actual or prospective proposer, or joint venture members acting independently of a joint venture.
3. Written proof that the Protest has been filed in a timely manner;

4. The specific RFP number and title identified in the solicitation;
5. The specific staff action or inaction that is being protested;
6. If the Protest is regarding the content of the solicitation documents, identify the provision(s) of the solicitation that is being protested (Content);
7. All supporting documentation to support the allegations in the Protest; and
8. Statement of specific relief being requested. All protests shall be filed in writing to:

DIRECTOR OF SUPPLY CHAIN SERVICES
LOS ANGELES DEPARTMENT OF WATER AND POWER
111 NORTH HOPE STREET, ROOM L-43
LOS ANGELES, CA 90012
EMAIL: scsprotests@ladwp.com

At the Protestor's discretion, a protest may be filed by email (with original hard copy by express mail or by any other receipt means). LADWP is not responsible for lost or otherwise delayed deliveries. No other location or addresses shall be acceptable. Appeals addressed to the attention of the LADWP General Manager (GM) shall be delivered to the above listed address for date and time stamping.

The Protestor may withdraw its Protest or Appeal at any time before LADWP issues a final decision.

17.1 PROTEST REGARDING CONTENT OF SOLICITATION DOCUMENTS

To be considered timely, Protests concerning the contents of an RFP, including all attached documents, shall be filed with LADWP within seven (7) calendar days after the advertisement of the solicitation by LADWP, or three (3) calendar days from the issuance of any addendum to the RFP. The Protest shall be received not later than 4:00 p.m. local time. If the due date falls on a weekend or legal holiday, the Protest period ends at 4:00 p.m. local time the following business day. Protests not filed within the time limits stated herein may be rejected without consideration or evaluation.

LADWP will issue a written decision on the Protest for content prior to the RFP closing or submission of proposals.

17.2 PROTESTS REGARDING AWARD

Any proposer in the course of a competitive solicitation who is determined non-responsive or who is otherwise not being recommended for award of a contract may protest the solicitation award.

Protests concerning a recommendation for award, on any ground not based on the content of the RFP, shall be filed with LADWP by an Interested Party within seven (7) calendar days of the date of the notice of a recommended award or non-select letter. The Protest shall be received not later than 4:00 p.m. local time.

If the calendar day falls on a weekend or legal holiday, the protest period ends at 4:00 p.m. local time the following business day. Protests not filed within the time limits stated herein may be rejected without consideration or evaluation.

17.3 PROTEST APPEAL PROCEDURE

Appeals for contracts awarded by the Board of Water and Power Commissioners shall be submitted to the LADWP GM within five (5) calendar days from the date the denial of the Protest was emailed or faxed to the Protestor. The Appellant will be provided with final determination made by the LADWP GM.

17.4 FAILURE TO COMPLY WITH REQUIREMENTS

If the Protest does not comply with any of the preceding requirements, it may not be considered for evaluation and may be returned to the Protestor who submitted the written documentation.

18.0 PUBLIC DISCLOSURE REQUIREMENTS

All documents submitted in response to the RFP will become a matter of public record and shall be thereupon considered public records. If a bidder believes that any portion of its proposal is exempt from public disclosure, such portion shall be clearly marked "Trade Secret," "Confidential," or "Proprietary." By submitting information with portions marked in this manner, the bidder represents that it has a good faith belief that such material is exempt from disclosure under the California Public Records Act, *California Government Code* §§ 6250, et. seq. A bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal non-responsive and will be rejected. LADWP will not provide advice as to the nature or content of documents to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret," "Confidential" or "Proprietary."

LADWP is not liable or responsible for the disclosure of records marked "Trade Secret," "Confidential" or "Proprietary," including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of LADWP or its Board, officers, representatives, assigns, successors, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any bidder or member of the public shall be afforded access for inspection or copying of such proposals, by request made to LADWP in compliance with the California Public Records Act.

The bidder shall agree to reimburse LADWP for, and to indemnify, defend and hold harmless LADWP, its Board, officers, representatives, assigns, successors, fiduciaries, employees and agents from and against any and all claims, damages, losses, liabilities,

suits, judgments, causes of action, demands, fines, penalties, costs and expenses including without limitation, attorney's fees, expenses and court costs of any nature whatsoever arising from or relating to LADWP's non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order. Additionally, LADWP may request that the bidder directly defend any action for disclosure of any information marked "Trade Secret," "Confidential," "Proprietary," or otherwise; if the bidder refuses to do so after requested by LADWP's sole option, LADWP may release those parts of the proposal so marked without any liability whatsoever to the proposer.

19.0 POST-AWARD DEBRIEFING

Within 30 calendar days after execution and delivery of the contract, upon written request to the LADWP buyer of record, LADWP will be available for an oral debriefing session for an unsuccessful Proposer. The debriefing will be limited to the debriefed Proposer's overall ranking, the strengths and weaknesses of its Proposal, and answer questions regarding the selection process. Debriefings shall not include a point-by-point comparison of the debriefed Proposer's proposal with the other proposals.

20.0 POST-AWARD ADMINISTRATION

20.1 CONTRACTOR EVALUATION PROGRAM

LADWP has established a post-award contractor evaluation program that requires performance monitoring and reporting. LADWP will monitor the performance of the proposer selected for contract award to ensure compliance with contract terms and performance expectations. A record of this performance may be used for evaluation purpose in future solicitations.

LADWP's Contractor Performance Evaluation Program (CPEP) can be found at the following web address under Contractor Performance Evaluation Program:
<https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders>

20.2 LADWP TASK MANAGEMENT SYSTEM

LADWP will utilize a Task Order Request for Proposal (TORP) to manage Task Orders issued under the resulting single award.

END OF SECTION ONE

SECTION TWO

PROPOSAL REQUIREMENTS

SECTION TWO – PROPOSAL REQUIREMENTS

1.0 PROPOSAL SUBMITTAL

All proposals are due at the date and time specified in Paragraph 5.0, **Anticipated Procurement Schedule** in Section One. Proposals shall be submitted in accordance with the requirements set in this document. Any proposal that does not adhere to the requirements in this RFP may be deemed non-responsive and rejected.

Proposer shall submit an electronic proposal as outlined below. Late proposals will not be accepted. Please ensure you allow adequate time for uploading your proposal onto eRSP.

All materials submitted shall become a part of the proposal, and may be incorporated in a subsequent contract between LADWP and the selected Proposer.

Electronic Proposal Requirements:

- Submit completed proposal in eRSP system prior to the proposal closing date and time.
 - Upload **Fee Schedule** separately and include “confidential” in the file name.
 - Do not submit Form W-9 (Appendix I) with proposal. Instructions on submission will be emailed to the contact person(s) listed in the Proposal’s Letter of Transmittal after the proposal due date and time.
- All files must be titled with the ‘RFP Number + Subject + Proposer Name’. For Example: “RFP 12345 Proposal ABC Consultant”. **DO NOT** password protect any files uploaded to eRSP. Your proposal may be deemed non-responsive if it is password protected.
- Proposers may submit one or multiple files. However, each file size must not be greater than 24 mb (megabytes).
- Proposals submitted via electronic mail (email), facsimile, or hardcopy will not be accepted.

2.0 PROPOSAL FORMAT

All responses/submittals to this RFP shall be made in accordance with the format as outlined below:

- Written in the English language.
- All pages consecutively numbered with a Table of Contents.
- Prepared simply and without the inclusion of unnecessary promotional materials.
- All files must be in Adobe PDF, Microsoft Word or Microsoft Excel format.

- Must be formatted to 8 ½ " x 11" Letter size with 1" left, top, bottom and right margins. Use of oversized formatting for large tables, charts, or diagrams is permissible.
- Must be single-spaced with a minimum font size of eleven.

Required Proposal Forms shall be included as part of the Appendices. **Proposer shall use only the proposal forms in this RFP and may not modify or change any proposal form.**

3.0 PROPOSAL ORGANIZATION AND CONTENT

Proposals shall be organized and titled as follows:

Letter of Transmittal	
Volume I – Management Proposal	
Chapter 1	Proposer's Qualification and Experience (Two-page limit) References
Chapter 2	Organizational/Management Approach to the Work (Three-page limit)
Chapter 3	Qualifications of Key Personnel (Two-page limit each) Key Personnel References
Volume II – Technical Proposal	
Chapter 1	Technical Approach (25-page limit)
Chapter 2	Compliance Matrix to Technical Requirements
Volume III – Business Proposal	
Chapter 1	Fee Schedule (Appendix B) Submit as a separate PDF file.
Chapter 2	Exceptions to Technical Requirements and Terms and Conditions of Agreement (Appendix R) Submit as a separate Word file.
Chapter 3	Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) Participation Program and Compliance Requirements and Forms included in Section Six and Section Seven.

The following detailed proposal instructions are provided to ensure a consistent and detailed description of the Proposer's approach and the associated price.

A. Letter of Transmittal – This letter shall accompany all proposals and must meet the following requirements:

1. A brief statement of the Consultant's understanding of the work to be performed and commitment to perform the work as scheduled.
2. A reference to any contractual terms and conditions required by the Consultant.
3. The names of individuals authorized to represent the Consultant, the titles, addresses, telephone numbers and email addresses.
4. Proposers must include a statement certifying receipt of all addenda issued by LADWP related to this RFP or attach an acknowledgement thereof.
5. A corporate officer or person who is authorized to represent the company must sign this letter on behalf of the Proposer.

B. Volume I – Management Proposal

1. Proposer's Qualifications, Experience, and References

- a. Qualifications and Experience– Provide a brief description of similar or related services performed by your firm in the past 10 years. (Two-page limit.)
- b. References – Proposer is required to provide a minimum of three and maximum of five references from previous clients.

Proposer is responsible for providing data from past clients/references for relevant work similar in size and complexity to tasks describes in the statement of work and for submitting this information with the proposal package. References information to include:

- Client Name
- Project Name
- Location (City/State)
- Duration (Months)
- Date Completed
- Project Size (\$)
- Scope of Services (Brief description)

LADWP reserves the right to contact Proposer's clients to verify past performance and to obtain information and references from sources other than those submitted by Proposer.

2. Organizational/Management Approach to the Work – The Proposer should include the organizational approach for its proposed team, including the roles of and management of subconsultants, and an organizational chart that identifies overall reporting structures. The approach to risk

management and process for escalating issues within the Proposer's organization and LADWP should be identified. Provide information that is detailed enough to demonstrate that the Proposer has the project management skills to deliver the required project on time and within budget. Approach shall detail what reporting (including frequency) will be made available to LADWP and how LADWP will be afforded visibility into Contractor performance. Transition and disengagement procedures should be addressed for work that will be handed off to LADWP. (Three-page limit)

3. Proposer's Key Personnel

a. Qualifications of Key Personnel – Provide a summary of qualifications and experience of key personnel who will work on the contract, including subconsultants. Please limit resumes to no longer than two pages each. The Key Personnel proposed must include, but is not limited to the following:

- **Project Manager (PM)** - the PM manages project teams/staff through all phases of project planning, execution, and closeout, consistent with established project delivery processes to meet the task's scope, schedule, and budget. The primary responsibilities will include project staffing and supervision, execution of the scope of work, schedule and budget monitoring, quality control, coordination of project teams/staff, reporting project status on a scheduled basis, and resolving project issues.
- **Principle Professional (PP)** – experience in various water supplies and water policies, responsible for managing water resources projects and handling the daily tasks. Responsibilities will include engineering functions in the areas of water resource management such as engineering research, analysis, and planning. The PP will coordinate between different technical disciplines, specifically between the project manager and the engineering/scientific team. Also, the PP reviews the work of assigned staff and provides water resources engineering and general guidance for assigned staff in conformance with established criteria.
- **Senior/Project/Staff Professional** - performs professional engineering or scientific work in a specific field and provides technical expertise within the area of responsibility in the various areas of water supplies and water policies.
- **Water Resource Engineer** - has knowledge in and experience working with various water supply sources and water rights; develops and applies water resources analyses to support local and regional water management planning

- **Economist** - collects and analyzes data to research and report on issues related to economic trends, and market dynamics; conducts studies and analyzes economic data and trends to understand complex economic water issues; uses mathematical models and statistical techniques to predict economic outcomes; provides recommendations to organizations on economic matters.

- b. Key Personnel References – Proposer must provide a minimum of three relevant references for each team member identified as key personnel. References should be on similar projects or services that closely match the size, complexity, and tasks described in the statement of work in this RFP. References must be from the end-client or users of the project or service, and not third-party consultants or owners representatives. LADWP may contact these references to gather information about their experiences and satisfaction with the ability of the key personnel identified to deliver high quality work.

Note: Multiple key personnel can use the same ‘references’ provided that they were assigned to those projects in their current roles.

LADWP reserves the right to contact these references at any time. LADWP also reserves the right to seek other verifications as necessary and additional references independent of those supplied by the Proposer, including internal references in relation to the Proposer and any subcontractors performance under any past or current contracts with LADWP.

State whether Proposer will use subconsultants to perform services pursuant to the contract. Should the use of subconsultants be offered, provide the resumes of subconsultant key personnel. Subconsultants shall not be allowed to further subcontract with others for work on this Statement of Work.

C. Volume II – Technical Proposal

1. Technical Approach – Provide sufficient information to demonstrate the Proposer’s understanding of the requirements. Must comprehensively describe the approach for meeting all of the requirements of the Statement of Work or Scope of Services. Particular emphasis should be given to confirm depth and breadth of technical and/or industry knowledge. Any efforts required from LADWP should also be addressed herein. (25-page limit)
2. Compliance Matrix to Technical Requirements – The Proposer shall provide a compliance matrix that maps technical requirements to proposal response sections and page numbers.

D. Volume III – Business Proposal

1. Fee Schedule (**Appendix B**) (To be submitted as a separate PDF file.) – The purpose of the Fee Schedule is to provide a standard format by which the Proposer submits to LADWP estimated costs (and attached supporting information) suitable for detailed review and analysis.

In addition to the specific information required by this form, the Proposer is expected, in good faith, to incorporate in and submit with this form any additional data, supporting schedules, or substantiation reasonably required for the conduct of an appropriate review and analysis in the light of the specific facts of this procurement. This information is required in order to ensure that the Proposer has a clear understanding of the proposed contract, and a realistic understanding of the work to be performed.

The Proposer must provide a total all-inclusive price proposal which shall include all direct and indirect costs by cost component such as labor, overhead, general administrative rate and profit.

The formats for the “Cost Elements” and “Proposed Contract Estimate” are not intended as rigid requirements. These may be presented in different format with **prior** approval by LADWP before proposal submittal. If approval is not obtained in advance, Proposer may be deemed non-responsive. This form will be completed and submitted **without change**.

By submission of this proposal, the Proposer grants to LADWP the right to examine, for the purpose of verifying the cost category or pricing data submitted, those books, records, documents and other supporting data which will permit adequate evaluation of such cost category or pricing data, along with the computations and projections used therein. This right may be exercised in connection with any negotiations/discussions prior to contract award.

2. Exceptions to Technical Requirements and Terms and Conditions of Agreement (**Appendix R**) (To be submitted as a separate Word file) – The Proposer shall note all exceptions taken to the RFP requirements, Statement of Work, specifications, and/or proposed contractual terms and conditions in the Draft Agreement, Section Five of this RFP. Only exceptions included in Appendix R Word version may be considered. Exceptions noted anywhere else in Proposer’s proposal **will not** be considered and **will not** be part of any resulting agreement, if any. LADWP reserves the right to reject any proposal based on noncompliance with the contract terms and conditions included herein.

3. Small Business Enterprise (SBE)/Disabled Veterans Business Enterprise (DVBE) Participation Program and Compliance Requirements and Forms included in Section Six and Section Seven – Proposer must fully complete each of the forms that are required by this RFP. Failure to complete the required forms may result in the firm being deemed non-responsive.
4. Financial Resources and Responsibility – The determination of the Proposer's financial qualifications and ability to meet its financial obligations based on the RFP's estimated budget range will be at the sole discretion of LADWP. Financial analysis includes and is not limited to standard accounting ratio analysis.

Provide the following information upon request by the Buyer:

- a. The most recent three (3) years audited financial statements (Balance Sheet, Income Statement, and Cash-Flow Statement), including notes to the financial statements or the period of the company's existence, if shorter.
 - 1) If the Proposer's financial statements are consolidated with the parent company or affiliate, submit the parent company's or affiliates financial statements.
 - 2) If audited financial statements are not available, submit the unaudited financial statements.
 - 3) If unaudited financial statements are not available, submit income tax returns and balance sheets for the most recent three (3) years.

Unaudited financial statements **must be signed and attested to by an authorized officer** as a fair representation, in all material aspects, of the company's financial condition in accordance with generally accepted accounting principles.

- b. If the most recent financial statement is dated more than six months prior to the RFP submittal date, Proposer **must submit an interim financial statements signed and attested to by an authorized officer** as a fair representation, in all material aspects, of the company's financial condition in accordance with generally accepted accounting principles.
- c. The company's Dun & Bradstreet unique nine-digit identifier (D-U-N-S number) with the financial documents.
- d. If any single subconsultant will perform more than \$500,000 or at least 25% of the work, include the subconsultant's financial stability information, as described herein.

It is the Proposer's responsibility to submit any additional information that can demonstrate the Proposer is financially stable and has the financial resources to perform the contract.

Only information submitted with the proposal will be evaluated. However, LADWP may request clarifications or additional documentation, other than the aforementioned documents as stated above. No request by the Proposer to submit additional information for re-evaluation of financial resources and responsibility will be accepted.

4.0 VALIDITY OF PROPOSALS

Proposals and subsequent offers shall be valid for a period of 180 days. LADWP may request Proposers to extend the validity of proposals and offers for LADWP's acceptance beyond the specified time period.

5.0 PROPOSER CHECKLIST

LADWP has developed this optional checklist to assist Proposers in complying with proposal submittal requirements.

Pre-proposal

- ☐ Attend Pre-Proposal Meeting (Section One)
- ☐ Submit Notice of Intent to Propose (Section One)
- ☐ Courtesy Review of Mandatory Compliance Documents (Section One)

Proposal Submittal –SUBMITTAL MUST BE ON TIME

- ☐ Submit completed electronic proposal (Adobe PDF, MS Word/Excel) with Fee Schedule attached separately and named "confidential" through eRSP (Section Two).

Proposal Organization and Content

- ☐ Letter of Transmittal (Section Two, Paragraph 3A)
- ☐ Volume I - Management Proposal (Section Two, Paragraph 3B)
 - ☐ Chapter 1: Proposer's Qualification and Experience
 - ☐ References
 - ☐ Chapter 2: Organizational/Management Approach to the Work
 - ☐ Chapter 3: Qualifications of Key Personnel
 - ☐ Key Personnel References
- ☐ Volume II - Technical Proposal (Section Two, Paragraph 3C)
 - ☐ Chapter 1: Technical Approach

- ☐ Chapter 2: Compliance Matrix to Technical Requirements
- ☐ Volume III - Business Proposal (Section Two, Paragraph 3D)
- ☐ Chapter 1: Fee Schedule (Submit as a separate PDF file.)
- ☐ Chapter 2: Exceptions to Technical Requirements and Terms and Conditions of Agreement Table
- ☐ Chapter 3: SBE/DVBE Participation Program and Compliance Requirements and Forms (Sections Six and Seven) – See the following.

Mandatory Compliance Documents (Section Six)

- ☐ Responsibility Questionnaire (Appendix E)
- ☐ CEC Form 50 – Bidder Certification (Appendix G)
- ☐ CEC Form 55 – Prohibited Contributors (Appendix K)

Mandatory Program Documents (Section Seven)

- ☐ Bidder's SBE/DVBE Certification Status Form (Attachment A)
- ☐ Copy or Proof of Valid SBE/DVBE certification Issued by Certifying Agency Recognized by LADWP (Attachment A)
- ☐ SBE/DVBE Subcontracting Commitment & Affidavit (Attachment B)
- ☐ List of Proposed Subcontractors (Attachment B)
- ☐ Letter of Intent Between a Bidder and SBE/DVBE Subcontractor (Attachment C)

Other Compliance Requirements and Forms (Sections Six and Seven)

- ☐ Certification of Compliance with Child Support Obligations (Appendix C)
- ☐ Equal Benefits Ordinance Compliance Affidavit (Appendix D)
- ☐ Pledge of Compliance with Contractor Responsibility (Appendix E)
- ☐ Living Wage Exemption Forms Only (Appendix F)
- ☐ Business Tax Registration Certificate Application or copy of certificate (Appendix H)
- ☐ Form W-9 (Appendix I) – DO NOT SUBMIT WITH PROPOSAL – Instructions on submission will be emailed to the contact person(s) listed in the Proposal's Letter of Transmittal after the proposal due date and time.
- ☐ Background Check Certification (Appendix N)
- ☐ Confidentiality Agreement for LADWP Proprietary Information (Appendix O)
- ☐ Safety Compliance Certificate (Appendix P)
- ☐ Notice of Use of Former LADWP Employees (Appendix Q)
- ☐ Proposer Exceptions (Appendix R)

- ☐ Local Business Preference Program Documentation (Section Seven – Attachment D)

END OF SECTION TWO

SECTION THREE
EVALUATION PROCESS

SECTION THREE – EVALUATION PROCESS

Proposals submitted for this effort shall be evaluated against the following criteria:

Evaluation Criteria	Relative Ranking or Weight
SBE/DVBE Participation Program Requirements	Pass/Fail
Compliance with Mandatory Requirements	Pass/Fail
Volume I – Management Proposal	
<ul style="list-style-type: none">• Proposer’s Qualifications and Experience• References	10%
<ul style="list-style-type: none">• Organizational/Management Approach to the Work	10%
<ul style="list-style-type: none">• Qualifications of Key Personnel• Key Personnel References	10%
Volume II – Technical Proposal	
<ul style="list-style-type: none">• Technical Approach	40%
<ul style="list-style-type: none">• Compliance Matrix to Technical Requirements	5%
Volume III – Business Proposal	
<ul style="list-style-type: none">• Fee Schedule (Proposed Cost)	25%
Subtotal	100 %
Application of Local Business Preference	Up to 12%

Note: A proposer that is qualified as a Local Business shall receive a preference in the form of additional points up to 12% percent of the total possible evaluation points.

Proposals will be evaluated to determine if the Proposer has fulfilled the requirements of the RFP, has a complete understanding of the work to be performed, has exhibited completeness and competence in addressing the Statement of Work or scope of services, and has delineated a viable methodology for meeting the requirements of the work. All proposals will be solely evaluated on their content. Materials not included in the written proposal will not be considered.

LADWP will use the following steps in the evaluation of proposals:

- Evaluate and score proposals against the Evaluation Criteria delineated in this Section
- Competitive Range is established
- Oral Interviews/Presentation, if necessary
- Site Visits, if required, with Proposers within the Competitive Range
- Re-evaluate and score
- Issuance and evaluation of Best and Final Offer, if necessary
- Recommend highest scored Proposer for award

Award may be made without discussion of proposals received; therefore, proposals should be submitted on the most favorable terms the Proposer can provide. A recommendation for contract award may be made solely on the written response, or firms that fall within a competitive range may be invited for oral interviews/presentations. These interviews/presentations shall include time for questions, answers, and discussion and may be recorded or videotaped. A specific agenda for oral interviews/presentations may be provided.

END OF SECTION THREE

**SECTION FOUR
STATEMENT OF WORK**

SECTION FOUR – STATEMENT OF WORK

1.0 BACKGROUND

The Los Angeles Department of Water and Power (LADWP) provides safe and reliable water to the City of Los Angeles (City) through a diverse water supply portfolio consists of the Los Angeles Aqueduct, groundwater, recycled water, and purchased water from the Metropolitan Water District of Southern California, as well as robust water conservation and water use efficiency programs. To further preserve the City's water supply reliability, LADWP is interested in understanding the potential opportunities in California's water market.

2.0 PROJECT OBJECTIVES

LADWP seeks the support of a consultant to perform a market research and economic analysis of California's water market for opportunities to supplement our robust water supply portfolio. The Consultant shall assist LADWP by preparing a report that addresses the following topics:

- A. Evaluate California's water market, sales, trends, and economic valuations of available resources.
- B. Evaluate California's available and developing water storage programs and pricing.
- C. Provide economic analysis and valuation of potential water market opportunities.

Task order(s) will be issued for specific tasks under this report.

3.0 SCOPE OF WORK

LADWP seeks industry experts and technical advisors to prepare a report on the water market and storage programs in California. The report will include, but is not limited to, the following areas:

- A. Provide an overview of California's water market, including water transaction availability and water storage opportunities.
- B. Identify water acquisition requirements and procedures for transfers, exchanges, and/or storage.
- C. Provide a summary of recent California water market activities.
- D. Evaluate latest regulatory and policy developments that may affect the water market.
- E. (Optional) Provide recommendation(s) for LADWP to explore participation in the water market.
- F. (Optional) Advise LADWP and provide due diligence evaluation on potential market opportunities and transactions.

4.0 DETAILED TECHNICAL REQUIREMENTS (CONSULTANT REQUIREMENTS) AND CONTRACT DELIVERABLES

The contract will be administered and managed using a Task Management System. Refer to Section Five, Article VI – Task Order Development and Approval for complete details.

The Consultant shall furnish the following services, as specified by the requirements of the applicable Task Order and as needed:

- A. The consultant shall have at least 15 years of experience in water resource economics and planning within California.
- B. Provide an overview of the California's water market, such as conducting water market research and analysis in California.
- C. Identify the process, requirements, such as permits and environmental requirements, and timeline for water transfers, exchanges, and storage approval.
- D. Identify recent water transfers opportunities, storage activities, and transactions in California within the last ten years. This includes information about the water prices and trading activity.
- E. Provide economic and market analysis of water transfer, exchange, and storage opportunities, including valuation and transaction advisory support.
- F. Prepare report and provide recommendations for participation in the water market.

Project deliverables will be individually defined within each Task Order throughout the duration of the contract. Deliverables may include, but are not limited to, technical memos, conceptual engineering drawings, project cost estimates, and financial strategy reports.

5.0 REPORTING

The Consultant shall ensure regular and effective communication with LADWP project task administrator and Contract Administrator through web conferencing applications, telephone, and/or email during regular work hours. Regular meetings between LADWP and Consultant will be conducted in person and/or via web conferencing applications, with the frequency to be agreed upon by the two parties.

The Consultant shall submit a quarterly Progress Report in PDF format by the 15th day of the month following. Reports shall be delivered via email to the Contract Administrator and shall include:

- Summary of work performed during the reporting period
- Status of key deliverables and milestones
- Budget tracking, including expenditures and remaining balance
- Challenges encountered and mitigation strategies
- Forecast of planned activities for the upcoming months

The Consultant shall submit a Final Report in PDF format no later than the 15th day of the final month of the contract. The report shall be emailed to the Contract Administrator and must include:

- Full summary of all the task order deliverables
- Final performance assessment against task order objectives
- Recommendations and lessons learned for future consideration
- Final budget reconciliation and supporting documentation
- Transfer of all required project files and material

END OF SECTION FOUR

SECTION FIVE
DRAFT AGREEMENT



PROFESSIONAL SERVICES AGREEMENT NO. #####

Company Name: *[Enter Consultant Name]*

Subject: Water Market Research and Analysis

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AGREEMENT NUMBER [Agreement Number]
BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER
AND
[Consultant Name]

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 [*Consultant name*], [*location/form of business*] (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

[Consultant name]
[Address –local address and corporate headquarters address]

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:

Name
Title
Los Angeles Department of Water and Power
Division
Primary Location
Los Angeles, California 90012
Phone Number:
Email Address:

and [depending upon the Agreement, more than one representative may be appropriate]

Name
Title
Los Angeles Department of Water and Power
Division
City, State, Zip Code
Phone Number:
Email Address:

Authorized representatives of the Consultant:

Name
Title
Division
Primary Location Address
Phone Number:
Email Address:

and

Name
Title
Division
Primary Location Address
Phone Number:
Email Address:

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. [The level of supervisor or manager authorized in this Section shall depend upon the contract. However, LADWP representative should be at a minimum one level of supervision above the Project/Contract Administrator.]

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 five (5) years 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 [amount of contract both written and in numbers].

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 [other items specific to a project should be detailed, such as field office lease costs, etc.] 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: [Specify Name]
Contract Administrator
Department of Water and Power
City of Los Angeles
PO Box 51111, Room [000]
Los Angeles, CA 90051-5700

An electronic copy of the invoice must be concurrently submitted and emailed to _____.

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, **Exhibit L**, 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

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

It is understood and agreed that the deliverables are being developed by the Consultant for the sole and exclusive use of LADWP and that LADWP shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. All work performed by the Consultant on deliverables and any supporting documentation therefor shall be considered as "Works-Made-for-Hire" (as such are defined under the U.S. Copyright Laws and international treaties) and, as such, shall be owned by and for the benefit of LADWP. LADWP owns any and all trademarks, patents, copyrights, and any other intellectual property rights for any and all deliverables generated as a result of this Agreement, regardless of the state of completion of said deliverables.

In the event it should be determined that any such deliverables or supporting documentation, or parts thereof, do not qualify as a "Works-Made-for-Hire," the Consultant shall and hereby does transfer and assign to LADWP for no additional consideration, all rights, title, and interest that it may possess in such deliverables and documentation including, but not limited to, all copyrights to the work and all rights comprised therein, and all proprietary rights relating thereto. Upon request, the Consultant shall take such steps as are reasonably necessary to enable LADWP to record such assignment. Further, the Consultant shall contractually require all persons performing under this Agreement, including all Subconsultants, to assign to LADWP all rights, title, and interest, including copyrights to all such "Works-Made-for-Hire."

7.1.1 Use of Deliverables

LADWP has the right to use or not use the deliverables and to use, reproduce, re-use, alter, modify, edit, or change the deliverables as it sees fit and for any purpose. If LADWP determines that a deliverable, or any

part thereof, requires correction prior to LADWP approval, LADWP has the absolute right to use the deliverable until such time as the Consultant can remedy the identified deficiency.

7.1.2 Execution of Ownership Documents

The Consultant shall sign, upon request, any documents needed to confirm that the deliverables or any portion thereof are "Works-Made-for-Hire" and to effectuate the assignment of its rights to LADWP.

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 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.

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.

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, the Director of Supply Chain Services or designee shall execute and deliver to the Consultant an Administrative Change authorization to the Agreement (hereinafter “ Notice of Administrative Change”).

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 [insert proposal date]
- Request for Proposal No. 90907 dated June 11, 2026 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.

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-six (26) pages and twelve (12) 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

Consultant's Name
(Must be signed by two executives or
officers of firm)

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

By: _____

DAVID W. HANSON
Interim General Manager

By: _____

PRINT NAME
Title
(Chairman of Board of Directors,
President or Vice President)

Date: _____

Date: _____

And: _____

CHANTE L. MITCHELL
Board Secretary

By: _____

PRINT NAME
Title
(Corporate Secretary or
Chief Financial Officer)

Vendor Code: [LADWP Vendor Code Number]

City Business Tax Registration Certificate Number: [XXXXXXXXXX-XXXX-X]

EXHIBIT A

General Conditions (Services)

EXHIBIT A
General Conditions

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EXHIBIT A

General Conditions

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, 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 represent or otherwise hold out itself or any of its directors, officers, partners,

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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, and, at the option of LADWP, defend LADWP and any and all of its Board, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily

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injury or personal injury to any 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 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, except for the sole negligence or willful misconduct of LADWP, its Board, officers, agents, or employees.

B. Intellectual Property Indemnity

Consultant will indemnify, defend at its expense 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 or otherwise, 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.

In Consultant's defense of LADWP, negotiation, compromise, and settlement of any such infringement action, LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required by the City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

In addition, if any part of the Consultant Product (a) becomes the subject of an action, (b) is adjudicated as infringing any Intellectual Property right, or (c) has its use enjoined or license terminated, Consultant shall, with LADWP's consent, do one of the following immediately at its expense: (i)

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procure for LADWP the right to continue using said infringing part of the product; (ii) replace the product with a functionally equivalent, non-infringing product; or (iii) modify the product so it becomes non-infringing.

Exercise of any of the above-mentioned options shall not cause undue business interruption to LADWP or diminish the intended benefits and use of the Consultant Product by LADWP under the specifications herein. If Consultant proves, to LADWP's satisfaction, that none of the options (i), (ii), or (iii) are feasible, Consultant shall instead refund the full purchase price of the product.

Rights and remedies available to LADWP hereinabove shall survive the expiration or other termination of this Agreement. Further, the rights and remedies 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 of Los Angeles.

This Condition shall survive the expiration or other 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 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

The Contractor 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 "Contract Insurance Requirements – Department of Water and Power" page. The insurance shall also by scheduled endorsement(s) attached to such policies, include, the City of Los Angeles, the LADWP, 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 acts, errors, or omissions in its performance

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of the agreement, hereunder or other related functions performed by or on behalf of Contractor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor assumed under the Agreement.

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 LADWP.

3. Primary and Non-Contributory Insurance Required

All such insurance shall be Primary and Noncontributing with any other insurance held by LADWP where liability arises out of, or results from, the 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 Consultant's policies to the contrary.

4. Proof of Insurance for Renewal or Extension Required

The Contractor shall provide evidence of the required insurance no later than ten (10) calendar days after the expiration date of any of the policies required on the "Contract Insurance Requirements – Department of Water and Power" showing that the insurance coverage has been renewed or extended and such proof shall be filed with the LADWP Risk Management section.

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

The Contractor shall provide proof to the LADWP's Risk Manager of all specified insurance and related requirements using either an Acor certificate of insurance along with any required scheduled endorsements or using LADWP's own endorsement form(s) or using other written evidence of insurance (i.e. self-insurance) acceptable to the Risk Manager. Any evidence of coverage provided must be in a form acceptable to the Risk Manager. The documents evidencing all specified coverages shall be filed with LADWP 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 scheduled

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endorsement for LADWP 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 to the LADWP Risk Management Section (30) calendar days prior to the effective date thereof. The cancellation 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.
Email: Riskmanagement.Risky@ladwp.com

The proof of insurance shall be uploaded to **LADWP's Insurance Compliance System**, which can be accessed through the LADWP Risk Management website:

(<http://www.ladwp.com/riskmanagement>)

If assistance is required, please feel free to review the instructions on the website or contact risk management at:

Email: 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 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 LADWP may immediately terminate or suspend the agreement.

8. Sub-Contractor Compliance

The Contractor shall be responsible for all subcontractors'

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compliance with the insurance requirements with limits applicable to the scope of work/services being performed and in accordance with the Contractor's standard agreements with such subcontractors.

9. Specific Insurance Requirements

The Contractor/consultant shall provide LADWP with coverages specified in **Exhibit G, Contract Insurance Requirements – Department of Water and Power**.

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.

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

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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 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.

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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 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

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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 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

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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 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.

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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 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

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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
- 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,

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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

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

EXHIBIT A

General Conditions

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 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. 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. 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.

GC-33 Hiring of Former LADWP Employees for Performance of the Work

Consultant agrees to provide LADWP with written notice in advance if any former LADWP employee is hired or employed by Consultant, either directly as an employee of Consultant or as a Subconsultant or employee of a Subconsultant, to perform Work under this Agreement or as a principal of Consultant or a Subconsultant. The notice required by this section shall be in the form of Exhibit M. Upon receipt of a notice provided under this Section or at any time during the term of this Agreement, LADWP

EXHIBIT A
General Conditions

shall have the right, in its absolute discretion, to require the removal of the former LADWP employee, if LADWP considers the removal necessary and requests such removal in writing. Such former employee shall be promptly removed from the Project by the Consultant at no cost to LADWP. For purposes of this provision, principal shall mean a person who is an officer of, or owns at least 5% of, an entity that is a Consultant or Subconsultant.

END OF GENERAL CONDITIONS

EXHIBIT B
Special Provisions

EXHIBIT B
Special Provisions

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EXHIBIT B

Special Provisions

SP-1 Definitions

SP-2 RESERVED

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SP-4 RESERVED

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 Enterprises (LGBTBEs), and Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of all LADWP contracts.

The Contractor shall ensure that all Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE) requirements specified in the Contract have been met, and acknowledges an overall SBE/DVBE commitment of (20%) to be met over the term of contract.

Achievement of the overall SBE/DVBE participation commitment requirement will be tracked as an aggregate of all task orders awarded to the Bidder. Participation shall be measured by SBE/DVBE work completion and compensation. Bidders are expected to meet the overall SBE/DVBE participation commitment once all task orders have been issued.

During the term of the Agreement, the Consultant shall utilize each listed Subconsultant in Exhibit E and track the amounts paid to each listed Subconsultant. Exhibit E, List of Subconsultants is attached hereto and is made part of the Agreement.

Post-Award Documentation: The Consultant or Contractor shall complete and submit to LADWP, a form titled “Monthly Subcontractor Utilization Report,” **Exhibit L**, with its invoice listing all Subcontractors utilized during the reporting period including SBEs and DVBEs. The form titled “Monthly Subcontractor Utilization Report” will be provided by the Contract Administrator.

The Contractor shall cooperate with LADWP personnel in providing such information as requested in order to ensure compliance.

LADWP will not process or pay the Contractor’s subsequent invoices if Subcontractor Utilization Reports are not submitted in a timely manner or if the Consultant fails to cooperate with LADWP personnel by promptly providing any and all information related to Subcontractor participation as requested by LADWP.

EXHIBIT B

Special Provisions

As part of its “final invoice” the Contractor shall submit an overall project Subcontractor utilization report indicating that the overall committed subcontracting commitments were achieved. Final payment will not be processed without the overall project Subcontractor Utilization Report.

Subcontractor Substitution, Reduction, or Addition: *The Consultant shall notify LADWP Contract Administrator in writing of any proposal to add, reduce, or substitute a Subconsultant in place of a Subconsultant listed in the Consultant’s Qualification/Proposal. Prior to such change, the Consultant shall secure the acceptance of LADWP. The Consultant shall submit the following information in a form similar to that contained in the Consultant’s original Qualification/Proposal.*

- A. *Name of Subconsultant*
- B. *Location and Phone Number of Place of Business*
- C. *Contact Person*
- D. *Subconsultant’s License(s) number and expiration date (if applicable)*
- E. *Current Certification Status (if applicable)*
- F. *The portion of the services that will be performed by each Subconsultant*
- G. *Reason for the change*

LADWP will promptly initiate a review of the information submitted on each Subconsultant and transmit written notification to the Consultant concerning its decision.

LADWP shall not be responsible for delays incurred by the Consultant because of a timely disapproval by LADWP of a Subconsultant proposed by the Consultant, or for the late submittal for acceptance of a Subconsultant to LADWP, or because of a Subconsultant’s removal from the performance of the Work.

Falsification of Subcontractor Agreement: Falsification or misrepresentation as to company name, contract amount, or actual work to be done by the Subcontractor will result in sanctions as set forth in applicable local, state, and federal laws.

Penalties: A Consultant violating any provision(s) of this program shall, subject to prior notice of the alleged violation(s), and an opportunity to be heard and to present evidence in its own defense, be deemed in violation of the Contract, and LADWP may:

- A. **Terminate the contract; or**

EXHIBIT B

Special Provisions

- B. Assess the Consultant a penalty of not more than 10% of the amount of the Subcontract(s) involved.

SP-6 RESERVED

SP-7 RESERVED

SP-8 RESERVED

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 RESERVED

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

EXHIBIT B

Special Provisions

- 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.
- 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 VII, 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"),

EXHIBIT B

Special Provisions

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 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 RESERVED

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.

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

END OF SPECIAL PROVISIONS

EXHIBIT C
Fee Schedule

The Fee Schedule of the successful vendor will be incorporated here.

EXHIBIT D

Allowable Travel Expenses

[NOTE: These rates are as of January 1, 2026]

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 \$86 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% (\$64.50) 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 \$191.00 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, 2026, the reimbursement rate is seventy-two and one-half cents (\$0.725) 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*

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

If Key Personnel or Subconsultants include a former LADWP employee, either as an employee or subconsultant, or if a principal of Consultant or a subconsultant is a former LADWP employee, Consultant shall provide written notice to LADWP in the form of Exhibit M.

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
	Project Manager				
	Principal Professional				
	Senior/Project /Staff Professional				
	Water Resource Engineer				
	Economist				

[Note: all Labor categories listed should also appear on Exhibit C Fee Schedule. Any Subconsultant personnel who are key to the Project should also be included in this Exhibit]

If Key Personnel or Subconsultants include a former LADWP employee, either as an employee or subconsultant, or if a principal of Consultant or a subconsultant is a former LADWP employee, Consultant shall provide written notice to LADWP in the form of Exhibit M.

EXHIBIT G
Contract Insurance Requirements – Department of Water and Power

The Contract Insurance Requirements -
Department of Water and Power contained as
Appendix J to the RFP will be incorporated
here.

EXHIBIT H
Statement of Work

The Statement of Work from the RFP will be incorporated here.

EXHIBIT I

RESERVED

EXHIBIT J
Confidentiality Agreement for LADWP Proprietary Information

The Confidentiality Agreement for LADWP Proprietary Information contained
as Appendix O to the RFP will be incorporated here.

EXHIBIT K
Safety Compliance Certificate

The Safety Compliance Certificate contained
as Appendix P to the RFP will be incorporated here.



MONTHLY SUBCONTRACTOR UTILIZATION REPORT

(Complete and submit to LADWP Contract Administrator with Monthly Invoice)

EXHIBIT L Monthly Subcontractor Utilization Report

Contract Number & Title:		Reporting Period: (Start Date) to (End Date)			
Prime Contractor Name:		Contract Expiration Date:			
Contact Name & Email:		Overall SBE/DVBE Commitment for Contract: %			
Subcontractor Name/Phone No.	Subcontractor Certification Status (SBE/DVBE/MBE/WBE/LGBTBE/None)	Description of Work	Total Percentage Committed to Subcontractor	\$ Amount Paid to Subcontractor for this Reporting Period	Total \$ Amount Paid to Subcontractor To-Date
			%	\$	\$
			%	\$	\$
			%	\$	\$
			%	\$	\$
			%	\$	\$
			%	\$	\$
			%	\$	\$

(Duplicate this form to list additional subcontractors, if necessary).

All changes in subcontractors or subcontract amounts including substitutions, additions, or reductions must be requested in writing and approved by LADWP. The undersigned certifies that the information reported above is correct and true in accordance with the terms and conditions of the contract.

Contractor's Authorized Representative:

(Signature)

(Title)

(Date)

Rev. 09/01/2022

EXHIBIT M
Notice of Use of Former LADWP Employees

The Notice of Use of Former LADWP Employees contained
as Appendix Q to the RFP will be incorporated here.