



ANTONIO R. VILLARAIGOSA
Mayor

Commission
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BARBARA E. MOSCHOS, *Secretary*

RONALD O. NICHOLS
General Manager

March 12, 2013

The Honorable City Council
City of Los Angeles
Room 395, City Hall
Los Angeles, California 90012


Honorable Members:

Subject: Agreement No. 47112-3 with CGI Technologies and Solutions, Inc.
(formerly North America, Inc.-Logica)

Pursuant to Charter Section 373, enclosed for approval by your Honorable Body is Resolution No. 013 203, adopted by the Board of Water and Power Commissioners on March 5, 2013, approved as to form and legality by the City Attorney, which authorizes Execution of Agreement No. 47112-3 for Work Management Information and System Upgrade and Maintenance. Award to CGI Technology Solutions Inc. (formerly Logica North America, Inc.). As directed by the Board, transmitted to you are supporting documents.

If there are any questions regarding this item, please contact Ms. Winifred Yancy, Manager of Intergovernmental Affairs and Community Relations, at (213) 367-0025.

Sincerely,


Barbara E. Moschos
Board Secretary

BEM:sar

Enclosures: LADWP Resolution
Board Letter
CAO Report
Agreement No. 47112-3

Water and Power Conservation ...a way of life

111 North Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles 90051-5700
Telephone: (213) 367-4211 Cable address: DEWAPOLA

c/enc: Mayor Antonio Villaraigosa

Councilmember Jose Huizar, Chair, Energy and the Environment Committee

Gerry F. Miller, Chief Legislative Analyst

Miguel A. Santana, City Administrative Officer

Rafael Prieto, Legislative Analyst, CLA

William R. Koenig, Chief Administrative Analyst

Winifred Yancy

WHEREAS, LADWP Power System recommends approval of Agreement No. 47112-3 with CGI Technology and Solutions Inc. (CGI), formerly Logica North America, Inc (Logica) to provide software and software support services for LADWP's Work Management Information System for three years with two one-year renewable options for an amount not-to-exceed \$10,995,860; and

WHEREAS, Enterprise Work Management Information System and Mobile Work Management Information System are part of LADWP's work management, scheduling, timekeeping, and job coordination system and are pivotal components in serving the City of Los Angeles residents and business owners' power needs; and

WHEREAS, pursuant to Charter Section 371(e)(7), competitive bidding would not be possible. Additionally, CGI is the only company that produces the software used in the various applications that LADWP has already purchased, and

WHEREAS, Amendment No. 1 to the original Logica Software Licensing Agreement Contract No. 712-01-06-01-L agreed upon in Agreement No. 47112-3 wherein CGI grants LADWP its ARM product software and other third party software licensing for a cost of \$755,500 which is included in total expenditure of Agreement No. 47112-3; and

WHEREAS, Amendment No. 1 to Contract No. 712-01-06-01-L is for nonexclusive perpetual licensing for Asset and Resource Management (ARM) software Product namely ARM Field Manager, ARM Scheduler, Sybase SQL Anywhere, and Broadbeam ExpressQ.

NOW, THEREFORE, BE IT RESOLVED that proposed Agreement No. 47112-3 with Amendment No. 1 to the original Software Licensing Agreement No. 712-01-06-01-L between LADWP and CGI formerly Logica, approved as to form and legality by the City Attorney and filed with the Secretary of the Board, to provide services of proprietary software programming to keep the Enterprise Work Management Information System and Mobile Work Management Information System in operation, be and the same are hereby approved.

BE IT FURTHER RESOLVED that pursuant to Section 1022 of the City Charter, such services can be performed more feasibly by independent contractors than by LADWP or City employees due to the proprietary knowledge of CGI.

BE IT FURTHER RESOLVED that the President or Vice President of the Board, or the General Manager, or such person as he shall designate in writing as his designee, and the Secretary, Assistant Secretary, or Acting Secretary of the Board are hereby authorized, empowered, and directed to execute Agreement No. 47112-3 for and on behalf of LADWP upon approval by the Los Angeles City Council pursuant to City Charter Section 373.

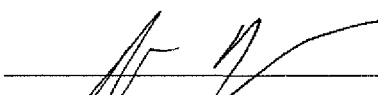
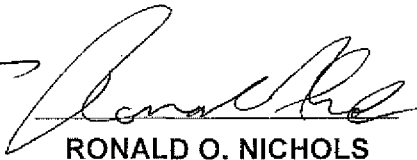
BE IT FURTHER RESOLVED that the Chief Accounting Employee of LADWP, upon proper certification, is authorized and directed to draw demands on the Water and Power Revenue Funds in payment of the obligations arising under said Agreement.

I HEREBY CERTIFY that the foregoing is a full, true, and correct copy of a resolution adopted by the Board of Water and Power Commissioners of the City of Los Angeles at its meeting held **MAR 05 2013**

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY
FEB 25 2013
BY _____
DIRK BROERSMA
DEPUTY CITY ATTORNEY

Barbara E. Rodgers
Secretary

LOS ANGELES DEPARTMENT OF WATER AND POWER (LADWP) BOARD APPROVAL LETTER

TO: BOARD OF WATER AND POWER COMMISSIONERS	DATE: February 25, 2013
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  ARAM BENYAMIN Senior Assistant General Manager Power System </div> <div style="text-align: center;">  RONALD O. NICHOLS General Manager </div> </div>	SUBJECT: <p align="center"> Agreement No. 47112-3 for Work Management Information System Upgrade and Maintenance </p> <p align="center"> Recommended Award to: CGI Technologies and Solutions Inc. (CGI) formerly North America, Inc. (Logica) </p>
	FOR COMMISSION OFFICE USE: RESOLUTION NO. _____
CITY COUNCIL APPROVAL REQUIRED: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	IF YES, BY WHICH CITY CHARTER SECTION: 373

- New Contract
- Replacement Contract
- Amendment to Existing Contract

PURPOSE

Agreement No. 47112-3 (Agreement) with CGI formerly Logica is to provide Asset and Resource Management (ARM) System Upgrade and Maintenance Services of the Enterprise Work Management Information System (EWMIS) and Mobile Work Management Information System (MWMIS). The existing Agreement 47724-8 will expire on March 12, 2013. The new Agreement contract limit is \$10,995,860 for the three-year contract period with two 1-year renewable options. EWMIS/MWMIS are proprietary software provided by Logica, which handles coordinating, scheduling, timekeeping, and job tracking for the Power System's electrical distribution system. Funding resource is provided by the Water and Power Systems.

The attached Resolution recommends to the Los Angeles City Council approval of this Agreement.

COST AND DURATION

The total contract expenditure will not exceed \$10,995,860 for the three-year contract period with two 1-year renewable options and includes the following services:

Services	Fixed Price for Three-Year Period	Two 1-Year Options	Project Cost for Upgrade	Total
Standard core proprietary maintenance services for the Power System	\$2,901,360	(Fourth Year) \$1,010,000 <hr/> (Fifth Year) 1,010,000		\$4,921,360
Standard core proprietary maintenance services for the Water System	1,003,500	(Fourth Year) 334,500 <hr/> (Fifth Year) 334,500		1,622,500
Project preparation and planning			\$20,000	20,000
ARM Upgrade (Including Work Manager, Resource Manager, and Field Manager)			1,098,000	1,098,000
AVL implementation services (Including integration and dashboarding solution)			1,136,000	1,136,000
AVL hardware and hardware installation training			504,000	504,000
Additional 250 AVL hardware			170,000	170,000
ARM licensing (Field Manager, Scheduler, Sybase SQL Anywhere, and Broadbeam ExpressQ)			538,000	538,000
Additional ARM licensing for 250 mobile devices			217,500	217,500
AVL data service	218,000	(Fourth Year) 199,000 <hr/> (Fifth Year) 199,000		616,000
Escrow services (source code depository and compilation test)	61,500	(Fourth Year) 20,500 <hr/> (Fifth Year) 20,500		102,500
Total	\$4,184,360	\$3,128,000	\$3,683,500	\$10,995,860

BACKGROUND

The proprietary EWMIS/MWMIS are utilized by both Water and Power Systems; MWMIS by Power System only. Both EWMIS/MWMIS are for work tracking and recording and are used by engineers/designers, construction, customer services, and managing personnel. This Agreement also provides Automated Vehicle Location (AVL) service for up to 500 vehicles. AVL will track the location and route of the vehicles utilized by fleet and managing personnel. EWMIS/MWMIS supports all electrical distribution work where all of the design and accelerated work by engineering personnel is handled through EWMIS, and then passed on to construction personnel with an accurate real-time estimate of crew types, length of job, material to be used in construction, and cost of job using a mobile unit. All of the Customer Services Division's meter jobs, which include meter type orders, meter installation field orders sent to the meter setters, and electricity rate assignments, are also supported in EWMIS/MWMIS.

EWMIS/MWMIS has been provided by CGI respectively since 1996 and 2002. An ongoing maintenance and upgrade of EWMIS/MWMIS software are essential to continued LADWP operations since they are used as an integral part of daily operational work for engineering and construction personnel supporting more than 1,700 LADWP users. EWMIS/MWMIS software is proprietary, and maintenance services can only be obtained from the software provider.

CGI has an existing non-exclusive perpetual software licensing Agreement (contract 721-01-06-01-L) with LADWP. However, the software does not include the newer products' (ARM Field Manager, ARM Scheduler, Sybase SQL Anywhere, and Broadbeam Express Q) licensing. LADWP is buying the licensing through this Agreement. Therefore, an amendment is written to the existing Software Licensing Agreement to pay for the additional functionality and upgrades.

Agreement No. 47112-3 contains an Amendment to the original license agreement, Amendment No. 001 to the Logica Software Licensing Agreement (non-exclusive perpetual software license) Contract No. 712-01-06-01-L] of this Agreement grants LADWP Logica's ARM product software, Sybase SQL Anywhere, and Broadbeam ExpressQ.

Per Charter Section 373, Los Angeles City Council approval is required when contracts with one vendor exceeds the time period set by Ordinance. This Agreement is a three-year contract with two one-year renewable options; therefore, Los Angeles City Council approval is required. The City Administrative Officer reported dated 2/4/2013 is attached.

METHOD OF SELECTION

Competitive Cooperative Purchase Sole Source Single Source

CGI is the sole provider of LADWP's EWMIS/MWMIS software. CGI provides proprietary services, owns the source code necessary to make changes to the software,

ensures that changes are made to the software, and provides proprietary support for enhancements and fixes to the core software and system interfaces. Therefore, pursuant to City Charter Section 371(e)(7), it has been determined that the competitive bidding process is not possible for these services.

M/W/OBE SUBCONTRACTING PARTICIPATION

The Supplier Diversity Group reviewed the proposal of CGI, the sole source bidder, and determined that CGI did not meet LADWP's GFE outreach requirements. However, CGI identified four subcontractors; Wizard Consulting, and Pacific Rim Engineering, as MBE and P. Murphy & Associates, and Management Advising Consultants as WBE with an annual commitment of 15 percent and 7 percent, respectively.

CONTRACT AND VENDOR HISTORY

Contract History					
Contract/ PO No.	Contractor	Term of Contract	Start Date	Ending Date	Contract Amount
10910	Logica	30 months	1/29/1996	6/30/1999	\$4,205,000
40401	Logica	24 months	8/29/1997	8/29/1999	71,750
8104	Logica	24 months	8/29/1997	8/29/2999	830,880
41676	Logica	3 months	4/1/1998	6/30/1998	97,500
10480	Logica	60 months	1/12/2000	1/11/2005	4,152,599
10025	Logica	36 months	8/18/2000	8/17/2003	3,673,500
47391-5	Logica	36 months	1/18/2005	1/17/2008	4,916,410
49051-8	Logica	51 days	1/18/2001	3/11/2008	123,000
47724-8 (with Amendment No. 1)	Logica	5 Years	3/12/2008	3/11/2013	\$6,410,594

ENVIRONMENTAL DETERMINATION

In accordance with the California Environmental Quality Act (CEQA), it has been determined that the action of awarding a contact for help line, hardware, and software support is exempt pursuant to the General Exemption described in CEQA Guidelines Section 15061(b)(3). General Exemptions apply in situations where it can be seen with reasonable certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Board of Water and Power Commissioners
Page 5
February 25, 2013

RECOMMENDATION

It is requested that your Honorable Board adopt the attached Resolution recommending the Los Angeles City Council's approval of Agreement No. 47112-3.

AC/PK:rr

Attachments

e-c/att: Ronald O. Nichols

Richard M. Brown

Aram Benyamin

James B. McDaniel

Philip Leiber

Gary Wong

Marvin D. Moon

Marcelo E. Di Paolo

POWER SYSTEM
FEB 08 2013
EXECUTIVE OFFICE

0150-09891-0000

TRANSMITTAL

TO Ronald O. Nichols, General Manager Department of Water and Power	DATE FEB 07 2013	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

**Proposed Resolution for Agreement No. 47112-3 between the
Department of Water and Power and Logica North America, Inc.**

Transmitted for further processing including Council consideration.
See the City Administrative Officer report attached.


MAYOR

MAS:RPR:10130079T

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: February 4, 2013

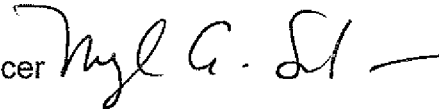
CAO File No. 0150-09891-0000

Council File No.

Council District:

To: The Mayor

From: Miguel A. Santana, City Administrative Officer



Reference: Transmittal from the Department of Water and Power dated November 15, 2012; referred by the Mayor for report on November 27, 2012

Subject: **Proposed Resolution for Agreement No. 47112-3 between the Department of Water and Power and Logica North America, Inc.**

SUMMARY

The Department of Water and Power (DWP; Department) requests approval of a proposed resolution which authorizes sole-source Agreement No. 47112-3 (Agreement) with Logica North America, Inc. (Logica) to provide ongoing maintenance services for the Enterprise Work Management Information System (EWMIS) / Mobile Work Management Information System (MWMIS), and the upgrade of the Asset and Resource Management (ARM) system. The proposed Agreement replaces an existing contract and provides expenditure authority up to \$10,995,860 over a five-year term that includes two one-year extension options. The current contract expires on March 11, 2013. In accordance with Charter Section 373, for long term contracts, and the Los Angeles Administrative Code Section 10.5, "Limitations and Power to Make Contracts," City Council approval is required because the cumulative length of the agreement exceeds three years. The City Attorney has approved the proposed resolution and Agreement as to form and legality.

EWMIS and MWMIS are highly customized versions of Logica's proprietary software utilized to coordinate work crews, schedule repairs, facilitate timekeeping, and track jobs for both the Power System and Water System. The software allows the DWP design and engineering groups to transfer real-time work specifications (e.g. estimated length of job, material requirements, costs) to the field crews using mobile communication devices. The Customer Service Division also utilizes the EWMIS/MWMIS system to handle its meter orders, installations, and customer rate assignment. DWP states that both EWMIS and MWMIS proprietary systems are an integral part of daily operations supporting more than 1,700 Department personnel and that maintenance services of the systems can only be obtained from Logica.

The ARM System upgrade consists of various tasks such as the system update from version 1.2.3 to version 1.4, migration of data and interconnected systems to version 1.4, and training to provide DWP staff with the knowledge to better support the ARM System. In addition, the upgrade includes implementation of an Automated Vehicle Location (AVL) System to enable location monitoring of DWP construction vehicles along with the crews assigned to each vehicle. AVL is anticipated to benefit the Department with improved communication to the field crews and faster project status

updates for supervisor and management review. As provided in the proposed Agreement, Logica is to provide 250-units of the AVL hardware with installation and training for DWP staff; along with an additional 250-unit (500-units total) to be installed by DWP staff.

DWP notes that its existing non-exclusive perpetual software licensing agreement (Contract No. 721-01-06-01-L) with Logica does not include the new functionality or upgrades contained in the proposed Agreement. As a result, the proposed Agreement incorporates a provision to amend the existing software licensing agreement to pay for the new functionality and upgrades up to \$755,500 which is included in the total expenditure of \$10,995,860.

CONTRACTING COMPLIANCE

The Department made a Charter Section 1022 determination that concluded that these services can more feasibly be performed by outside contractor, Logica North America, Inc., because DWP neither owns nor can modify the proprietary software owned by Logica. The current agreement with Logica is a sole-source agreement; however, the original agreement was competitively bid in 1996. DWP states that Logica has performed in an acceptable manner with respect to its obligations for all previous agreements.

The above mentioned aspects of the proposed resolution, agreement, and this report, are based upon revised information received from the Department subsequent to the initial request submittal.

MBE/WBE SUBCONTRACTING

The Department reports that the proposal from Logica, a sole-source bidder, did not meet the DWP Good Faith Effort (GFE) outreach requirements. However, Logica subsequently identified two subcontractors as Minority Business Enterprise (MBE) qualified and two subcontractors as Women Business Enterprise (WBE) qualified with an annual commitment of 15 percent and 7 percent, respectively. This commitment level is consistent with the current Logica agreement being replaced by this proposal.

RECOMMENDATION

That the Mayor:

1. Approve the proposed resolution authorizing the execution of sole-source Agreement No. 47112-3 with Logica North America, Inc., that provides expenditure authority up to \$10,995,860 over a five-year term that includes two one-year extension options; and
2. Return the proposed resolution to the Department for further processing, including Council consideration.

FISCAL IMPACT STATEMENT

Approval of the proposed resolution provides expenditure authority up to \$10,995,860 from the DWP Power Revenue Fund. The proposed Agreement complies with the Department's adopted Financial Policies. Approval of the proposed resolution will have no impact on the City's General Fund.

TIME LIMIT FOR COUNCIL ACTION

Pursuant to Charter Section 373, "Long Term Contracts Approved by Council," and the Los Angeles Administrative Code Section 10.5, "Limitation and Power to Make Contracts," unless the Council takes action disapproving a contract that is longer than three years within 60 days after submission to Council, the contract shall be deemed approved.

MAS:RPR:10130079

**AGREEMENT
FOR
WORK MANAGEMENT INFORMATION SYSTEM
UPGRADE AND MAINTENANCE
BETWEEN
LOGICA NORTH AMERICA, INC
AND
LOS ANGELES DEPARTMENT OF WATER AND POWER**

Date:

WMIS Upgrade and Maintenance Agreement
Agreement No. 47112-3

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**AGREEMENT
FOR
INFORMATION TECHNOLOGY PRODUCTS & SERVICES**

THIS AGREEMENT FOR INFORMATION TECHNOLOGY PRODUCTS & SERVICES ("Agreement"), is entered into this ___ day of _____, 20__ by and between the LOS ANGELES DEPARTMENT OF WATER AND POWER ("LADWP" or "Department"), acting by and through the BOARD OF WATER AND POWER COMMISSIONERS (Board), and *Logica North America Inc.*, now known as *CGI Technologies and Solutions Inc.*, a *Delaware Corporation* with a principal place of business at 3700 West Sam Houston Parkway South, Suite 500, Houston, TX 77042 ("Contractor" or "Logica").

This Agreement establishes the terms and conditions to which Logica and LADWP have agreed with respect to a Logica Maintenance Program ("Program") that includes the Services defined herein to be provided by the Contract in connection with the ARM Suite and WMIS 2.4.2 software, all of which are defined in Attachment A - Amendment No.1 Logica Software Licensing Agreement, and Attachment B - Software License Agreement Contract No. 712-01-06-01-L (LADWP assigned License Agreement No. 712010601L).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Agreement shall have the following meanings:

a) **"Authorized Subcontractor"** shall mean a subcontractor or service provider of Contractor who has been approved by the LADWP beforehand and in writing to carry out any part of Contractor's obligations under this Agreement.

b) **"Board"** shall mean Board of Water and Power Commissioners.

c) **"Change Order"** shall have the meaning assigned to it in SECTION 3 ("CHANGE ORDER PROCESS").

d) **"Confidential Information"** shall have the meaning assigned to it in Subsection 15(a) ("Protection").

e) **"Contract Administrator"** shall mean the LADWP's representative who has been identified as such from time to time by the LADWP, and who shall have authority to act for the LADWP under this Agreement.

f) **"Contractor's Quality Assurance Program"** shall mean that program, if any, described as such in EXHIBIT I ("CONTRACTOR'S QUALITY ASSURANCE PROGRAM").

h) **"Core Software"** shall mean the standard, unmodified ARM Suite components in use by LADWP and covered by the Operation and Maintenance Program Services defined in Exhibit A.

h) **"Deliverables"** shall mean collectively all items provided or to be provided by Contractor hereunder, including without limitation all Software and Services.

i) **“Developed Software”** shall mean Software, in both Object Code and Source Code formats, which is not Existing Software, and which is identified as such in a Statement of Work.

j) **“Disclosing Party”** shall have the meaning assigned to it in **Subsection 15(a) (“Protection”)**.

k) **“Documentation”** shall mean all information reasonably necessary or desirable, or as described in a Statement of Work, to be provided to Contractor by the LADWP which describes the form, features or operation of the Deliverables and which is contained in a tangible medium, such as written format, tape, magnetic or other media, and including without limitation all Updates of Documentation and Documentation which the LADWP may require at any time.

l) **“Effective Date”** shall mean the first date upon which all of the following shall have occurred: (a) this Agreement has been signed by the LADWP by the person authorized by the LADWP to sign on its behalf and also signed by the Contractor’s authorized representative; (b) this Agreement has been approved by the City’s Council or by the Board, or by the City’s or the Board’s officer or employee authorized to give such approval; and (c) the Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality.

m) **“Error”** shall mean any material failure of any Deliverable to conform with its Specifications.

n) **“Escrow Agent”** shall have the meaning assigned to it in **Subsection 15(f) (“Escrow”)**.

o) **“Escrow Agreement”** shall mean a written agreement in substantially the

form and format as described in **EXHIBIT F (“ESCROW AGREEMENT”)**.

p) **“Escrow Materials”** shall have the meaning assigned to it in **Subsection 15(f) (“Escrow”)**.

q) **“Existing Software”** shall mean that Software, in Object Code format (but subject to **Subsection 15(f) (“Escrow”)**), which exists as of the Effective Date, and which is identified as such in a Statement of Work, and including Documentation and Updates.

r) **“Fees”** shall mean those amounts to be paid to Contractor hereunder, and which are described as such in the Statement of Work.

s) **“Force Majeure”** shall have the meaning assigned to it in **SECTION 9 (“FORCE MAJEURE”)**.

t) **“Hardware”** shall mean the Automated Vehicle Location (AVL) In-Truck Communication Hub TVG660 (Part# 950-2311-200) with antenna, Default TVG-660 (in-cab).

u) **“Indemnified Parties”** shall have the meaning assigned to it in **SECTION 16 (“INTELLECTUAL PROPERTY AND DELIVERABLES INDEMNITY”)**.

v) **“Invoice”** shall have the meaning assigned to it in **Subsection 10 (c) (“Invoices”)**.

w) **“Maintenance”** shall mean: Software Maintenance.

x) **“Object Code”** shall mean computer software programs, not readily perceivable by humans, and which are suitable

for machine execution without the intervening steps of interpretation or compilation.

y) **“Operating Environment”** shall mean the technical environment components such as the server hardware platform, client hardware platform, operating system, other third party software including database software, and any other components required for operation of the Software

z) **“Project Plan”** shall mean that portion of the SOW specifying the Deliverables and the Schedule (including without limitation all start and end dates for all Tasks).

aa) **“Receiving Party”** shall have the meaning assigned to it in **Subsection 15(a) (“Protection”)**.

bb) **“Response”** shall mean Contractor’s written response to the SL. (**“RESPONSE”**).

cc) **“SL”** shall mean the LADWP’s “Solicitation Letter”, number **90035**.

dd) **“Schedule”** shall mean the schedule of Deliverables, dates and Fees described as such in a Statement of Work.

ee) **“Services”** shall mean collectively, the Tasks described in each Statement of Work.

ff) **“Shrink-Wrap Agreement”** shall mean any form of license or other agreement included with any Deliverables hereunder, and including without limitation any embedded “click-wrap” license agreement, or any license agreement which is presented under shrink-wrap or other plastic coverings the removal of which may be

deemed to effect agreement with the terms of such license agreement.

gg) **“Software”** shall mean collectively: Contractor supplied computer programs, including the ARM Suite Core Software, WMIS 2.4.2, and the Application Extensions, which are licensed to LADWP under the terms of the executed license agreement and any amendments thereto.

hh) **“Software Maintenance”** shall have the meaning assigned to it in **Subsection 17(a) (“Software Maintenance”)**.

ii) **“Source Code”** shall mean computer software programs not in machine readable format and which is not suitable for machine execution without the intervening steps of interpretation or compilation.

jj) **“Specifications”** shall mean collectively all operational, functional or other specifications with respect to any Deliverables, including without limitation all Documentation and those specifications described as such in the Statement of Work and the Response.

kk) **“SSG”** shall mean the Solutions Support Group, the function within LogicaCMG energy and utilities division that provides core Software maintenance Services to those customers covered by a maintenance program agreement.

ll) **“Statement of Work”** shall mean the description of the work to be carried out by Contractor, the Deliverables to be provided by Contractor, the Schedule to be met by Contractor, and the Fees to be paid, and contained in the format described in **EXHIBITS A (“SECTION 1 AND SECTION 2, STATEMENT OF WORK”) AND B (“TASK MANAGEMENT SYSTEM AND TASK LIST”)**

mm) “*Task Assignment*” shall mean a written description of work activity provided by the LADWP describing work to be carried out by Contractor, and consisting of at least one (1) Task and an associated Fee.

nn) “*Tasks*” shall mean the smallest units of work activity described under each Statement of Work.

oo) “*Update*” shall mean any modification of or addition to the Software or Documentation, including without limitation all new releases, versions, sub-versions, corrections, “patches” and maintenance releases, which Contractor may prepare, obtain, or have prepared at any time.

pp) “*Viruses*” shall have the meaning assigned to it in **Subsection 18(c)** (“*Viruses*”).

qq) “*WMIS 2.4.2*” shall mean a non-core, non-current version of the WMIS software in use by LADWP’s Water Systems and supported in accordance with **Exhibit A**.

2. DELIVERABLES.

a) **Services.** Contractor shall perform Services, strictly in accordance with each Statement of Work stated in **EXHIBITS A (“SECTION 1 AND SECTION 2, STATEMENT OF WORK”) AND B (“TASK MANAGEMENT SYSTEM AND TASK LIST”)**.

Except for Maintenance and Support as defined in **Section 17** of this Agreement, a Task Management process shall be used to initiate all project related work. Project related Task Management initiated work is summarized below, and is detailed in **Appendixes F, G, and H**.

Summary of Tasks:

Task No. 1 Project Preparation and Planning

Task No. 2 ARM Upgrade for Power System (including Work Manager, Resource Manager and Field Manager)

Sub-task 2(a) ARM Product Licensing

Sub-task 2(b) Project Start and Planning Complete

Sub-task 2(c) Solution Blueprint Complete

Sub-task 2(d) Blueprint Simulation Complete

Sub-task 2(e) Configuration Planning

Sub-task 2(f) Configuration Complete

Sub-task 2(g) Factory Acceptance

Sub-task 2(h) System Acceptance Test (1)

Sub-task 2(i) System Acceptance Test Complete

Sub-task 2(j) Go Live

Sub-task 2(k) Rollout Complete

Task 3 AVL Implementation Services (including Integration and Dashboarding Solution)

Sub-task 3(a) Project Start and Planning Complete

Sub-task 3(b) Blueprint Complete

Sub-task 3(c) Blueprint Simulation Complete

Sub-task 3(d) AVL Configuration Planning Complete

Sub-Task 3(e) Configuration Complete

Sub-Task 3(f) Factory Acceptance

Sub-Task 3(g) System Acceptance Test (1)

Sub-Task 3(h) System Acceptance Test Complete

Sub-Task 3(i) Go Live

Sub Task 3(j) Rollout Complete

Task No. 4 250-unit AVL Hardware with Data Services and Hardware Installation Training (4 weeks or 50 vehicles whichever comes first)

Task No. 5 Additional 250-unit AVL Hardware by phases

Task No. 5(a) Additional 50-unit AVL Hardware and Data Services

Task No. 5(b) Additional 100-unit AVL Hardware and Data Services

Task No. 5(c) Additional 100-unit AVL Hardware and Data Services

Task No. 6 Additional Field Manager and third party licensing for 250 Mobile Devices by phases

Task No. 6(a) Additional Field Manager and third party licensing for 50 Mobile Devices

Task No. 6(b) Additional Field Manager and third party licensing for 100 Mobile Devices

Task No. 6(c) Additional Field Manager and third party licensing for 100 Mobile Devices

Task No. 7 Escrow Services

Task No. 7(a) Escrow Services - Source Code Depository

Task No. 7(b) Escrow Services - Source Code Validation

b) Hardware. Contractor shall prepare and deliver to the LADWP all Hardware, strictly in accordance with each Statement of Work.

c) Software. Existing Software. Contractor shall provide Existing Software according to the Statement of Work.

d) Documentation. Contractor shall prepare and deliver to the LADWP all Documentation, strictly in accordance with each Schedule.

e) Authorized Subcontractors. With prior approval of the LADWP, the Contractor may enter into contracts and agreements with Authorized Subcontractors for the performance of portions of this Agreement. The Contractor shall at all times be responsible for the acts, errors or omissions of its Authorized Subcontractors and persons directly or indirectly employed by them. Nothing in this Agreement shall constitute any contractual relationship between any others and the LADWP or any obligation on the part of the LADWP to pay, or to be responsible for the payment of, any sums to any Authorized Subcontractors or any other third party. No such Authorized Subcontractor shall be a third party beneficiary of this Agreement. Upon written request from the Contract Administrator, the Contractor shall promptly supply the LADWP with all subcontractor agreements.

f) Site Visits by Contractor. All visits by Contractor to the LADWP's facilities must have prior approval by the Contract Administrator. Visiting Contractor representatives must carry LADWP-issued identification badges, and conform to such security, safety and other requirements as the LADWP may from time to time impose.

g) Permits. The Contractor and its Authorized Subcontractors, officers, agents and employees shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any third-party fees required therefore.

3. CHANGE ORDER PROCESS.

a) Process. Unless expressly agreed to otherwise in a Statement of Work, the Specifications, the Schedule and the Fees are as described in such Statement of Work, and shall not be changed without the prior, written consent of the LADWP. Provided, however, that in the event that the LADWP wishes to change the Specifications or the Schedule, then the LADWP shall so notify the Contractor in writing, describing the changes to be made. The Contractor shall respond to such notification promptly in writing (and in no event later than ten (10) days thereafter) describing any increase in Fees which the Contractor seeks with respect to such changes. If thereafter agreed to by the parties, the parties shall record their agreement with respect to such changes, and increase in Fees (if any) in a written change order ("Change Order"), to be signed by the parties, and which will amend this Agreement. Invoices for Fees pursuant to Change Orders will be identified and issued separately from other Invoices.

b) No Obligation. EXCEPT AS PROVIDED IN THIS SECTION 3 ("CHANGE ORDER PROCESS"), THE LADWP SHALL HAVE NO OBLIGATION TO PAY, AND SHALL NOT PAY, ANY INCREASE IN FEES REGARDLESS OF ANY ADDITIONAL WORK CARRIED OUT UNDER THIS AGREEMENT BEYOND THAT WHICH IS EXPRESSLY DESCRIBED IN EACH STATEMENT OF WORK.

4. PACKING AND SHIPMENT.

a) Packing. Contractor agrees to pack all Deliverables to be shipped hereunder in suitable containers for protection in shipment and storage, and in accordance with applicable Specifications. Each container of a multiple container shipment shall be identified so as to:

- i)* conspicuously show the number of the container and the total number of containers in the shipment; and
- ii)* conspicuously show the number of the container in which the packing sheet has been enclosed; and
- iii)* conspicuously show such other information as the LADWP may from time to time require.

b) Packing Sheets. All shipments of Deliverables by Contractor or its Authorized Subcontractors must include written packing sheets identifying: the Agreement number, the purchase order, item number; quantity and unit of measure; part number and description of the Deliverables shipped; and appropriate evidence of inspection, if required by the LADWP. Only Deliverables under this Agreement shall be listed on any particular packing sheet, and items under any other contracts between the LADWP and Contractor shall not be included thereon.

5. DELIVERY. Contractor shall strictly adhere to the mutually agreed Schedule specified in the applicable Statement of Work/Task Assignment. If applicable, time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities of Deliverables specified herein are the only quantities required. If Contractor delivers in excess of the quantities of Deliverables specified herein, the LADWP

shall not be required to make any payment for the excess Deliverables, and may at the LADWP's discretion dispose of such excess Deliverables, return such excess Deliverables to Contractor at Contractor's expense and risk, or make such excess Deliverables available for pick-up by Contractor.

6. SUBSTITUTIONS AND QUALITY.

a) Substitutions. Substitution of any other goods or services for Deliverables called for in any Statement of Work may not be tendered without the prior, written consent of the Contract Administrator. Contractor shall not use any specification in lieu of the Specifications contained in each Statement of Work without the prior, written consent of the LADWP.

b) Quality. The Contractor's work shall reflect competent professional knowledge, judgment, and accepted industry practice. Subject to SECTION 11 ("TERM AND TERMINATION"), the Contractor shall promptly correct, or remedy any work, errors, or omissions, at its sole expense, which do not conform to the provisions of this Agreement.

7. SAFETY AND ACCIDENT PREVENTION. The LADWP agrees to provide a suitable and safe environment at its facilities with respect to Services to be provided under this Agreement. The parties understand and agree that Contractor has not included in its charges any expense for dealing with or removing potentially hazardous substances, such as asbestos, unless otherwise expressly provided by a Statement of Work. If not so provided in such Statement of Work, the LADWP shall be responsible for handling such substances at its own cost. In performing work under this Agreement, Contractor shall conform to all specific safety requirements contained in the Agreement and as required by law or regulation. Contractor shall take any

additional precautions as the LADWP may reasonably require for safety and accident prevention purposes, and shall at all times exercise reasonable and prudent judgment with respect thereto. Any violation of such requirements, laws or regulations shall be considered a material breach of this Agreement.

8. PERSONNEL.

a) Information. The LADWP shall provide reasonably necessary representatives with authority to act on the LADWP's behalf with respect to approvals, requests, and meeting scheduling.

b) Capacity. Contractor warrants that the size of the staff employed by the Contractor in its performance hereunder shall be reasonably adequate in number and quality at all times to perform the work required by this Agreement and to add such addition personnel as are necessary to accomplish any work required by any Change Order.

c) Identification. The Contractor shall furnish the LADWP from time to time upon request the names, titles, and qualifications of its key project personnel and subcontractors, including without limitation individual resumes, and the tasks to be performed by such individuals. Upon receipt of such request, the Contractor shall respond within five (5) business days.

d) Approval. The Contract Administrator shall have the right to interview and approve all personnel of Contractor and Authorized Subcontractors. Resumes of individual personnel will be reviewed and approved by the LADWP's Contract Administrator before the individual shall be assigned work. The Contractor shall minimize changes to any Contractor personnel with

respect to any Statement of Work. Any unreasonable assignment or discharge of such personnel may, at the LADWP's option, be deemed a material breach of this Agreement by Contractor. The LADWP shall have the right to request key personnel changes and to review and approve key personnel changes proposed by the Contractor. No change can be made without LADWP approval. The LADWP shall have the right to require removal of any personnel with or without cause, which removal shall be effected no later than seventy-two (72) hours, or in the case of any removal requested for security or work rule reasons, immediately.

e) Control. The Contractor's and the Authorized Subcontractors' personnel shall at all times remain under the control of the Contractor.

9. 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 Contractor or its Authorized Subcontractors ("Force Majeure"), then such party shall immediately notify the other party in writing, and such party's performance shall be suspended for the period equal to the period time of such cause for suspension of performance.

10. FEES, INVOICES AND PAYMENT.

a) Fees. The LADWP shall pay the Fees described in each Statement of Work for Services and Deliverables which have been accepted by the LADWP. Any Fees called for in any Statement of Work shall not increase for at least one (1) year after the date of such Statement of Work, unless expressly agreed to otherwise by the LADWP. Unless expressly stated in a Statement of Work, all

salaries, wages, or other payments (including without limitation any overtime) to any third parties, Authorized Subcontractors or employees, shall be the sole responsibility of the Contractor, and the Contractor hereby agrees to fully indemnify, defend and hold harmless the LADWP with respect thereto.

Fees are summarized in the Fee Summary Table listed in EXHIBIT C.

b) Travel and Costs. Travel time of the Contractor's personnel shall not be charged to, or paid by, the LADWP unless specifically provided for in the Response and the Statement of Work. Any allowed travel time shall be at the LADWP's own normal rates, without allowance for premium or overtime.

c) Invoices. Each such Invoice shall meet all the invoice criteria described in EXHIBIT G ("INVOICE CRITERIA"), and shall contain the contract/purchase order number, the vendor code number, the City of Los Angeles Business Tax Registration Certificate Number, and the identification of material, equipment and/or services covered by the Invoices. In all cases the amount of applicable sales tax or use tax shall be separately stated on the Invoice. All Invoices shall be accompanied by such written documentation as the LADWP may reasonably require in order to support the amount and calculation of all corresponding Fees. Invoices for Services shall be issued monthly for all Services provided during the immediately preceding month.

d) Payment. Such Invoices, if correct, will be certified, and paid within thirty (30) days after receipt of Invoice. Invoice payments will not be made if the Invoice is received more than six (6) months after acceptance of corresponding Deliverables. No such Invoice shall be certified for payment, or

paid, unless and until it shall first conform with **Subsection 10(c) ("Invoices")** above. In the event of any dispute of any Fees under any Invoices, the LADWP agrees to make payment of all undisputed amounts as hereinabove provided.

e) Tax Registration Certificate. Contractor shall obtain and keep in full force and effect during the Term of this Agreement all "Business Tax Registration Certificates" required by the City of Los Angeles Business Tax Ordinance, Article 1, Chapter II, Section 21.00 and following, of the Los Angeles Municipal Code. Contractor's current Business Tax Registration Certificate Number or, for those firms that are exempt, a Vendor Registration Number, must be shown on all Invoices submitted for payment.

f) Taxpayer Identification Number ("TIN"). Contractor hereby represents and warrants that its TIN is 13-3306288. No Fees shall be payable or paid to Contractor unless and until such TIN is verified by the LADWP as valid.

g) Third Party Claims. The Contractor 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 any LADWP property (including reports, documents, and other tangible matter or Deliverables produced hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

11. TERM AND TERMINATION.

a) Term. The term of this Agreement ("Term") shall commence upon

the Effective Date and shall expire in three years. At the Department's sole option, the term of this Agreement may be extended for up to an additional two (2) years, exercisable in yearly increments, or any portion thereof.

b) Termination without Cause. This Agreement may be terminated by the LADWP, without cause, upon written notice. Upon receipt of such notice, the Contractor shall immediately stop all work under this Agreement. The Contractor shall be entitled to payment of Fees for all Deliverables completed, including without limitation Services provided (in both cases where accepted by the LADWP), until the date of such notice, and also to reimbursement for reasonable and documented re-stocking charges imposed on Contractor by third party suppliers due to such termination, where such charges have been called to the LADWP's attention beforehand and in writing. The Contractor shall then deliver to the LADWP, in an organized and usable form, all Deliverables "work in process" as of such date.

c) Termination for Material Breach. Either party may terminate this Agreement upon notice, in whole or in part, for the material breach of this Agreement by the other party (including without limitation, in the case of Contractor, any such breach by Contractor's Authorized Subcontractors) which has remained uncured for a period of thirty (30) days from the date of notice thereof to the breaching party. Without limiting the generality of the foregoing: **(i)** any late payment of Fees by the LADWP shall not, in and of itself, be deemed a material breach of this Agreement; and **(ii)** any failure of Contractor to timely perform Services or deliver other Deliverables according to any mutually agreed Schedule in an applicable Statement or Work/Task

Assignment, shall be deemed a material breach hereof, and in such case the LADWP shall also have the right to reject all such Deliverables. Prior to termination for the item described in subsection (ii) above, the parties will conduct an escalated management review. This review shall include the respective project managers discussion as to what the schedule impacts were and if there is any resolution that can occur prior to termination. If the project managers are unable to reach agreement to a solution for the schedule change, then the respective Sector Managers shall meet to discuss the matter. This escalated review shall not take longer than 30 calendar days. In the event the Agreement is terminated in accordance with this **Subsection 11(c) ("Termination for Material Breach")**, the LADWP may also take possession of all Deliverables in process and of all materials, tools, equipment, and property of the Contractor, which have been provided in connection with the work.

d) **Disqualification** In the event Contractor receives one (1) or more notices of material breach as described in **Subsection 11(c) ("Termination for Material Breach")**, whether such material breaches are cured or not, the LADWP may consider such material breaches in making any subsequent determination of responsibility with respect to future awards.

e) **Remedies Not Exclusive.** Any election by the LADWP to seek any remedy under this **SECTION 11 ("TERM AND TERMINATION")**, including without limitation any right to reject Deliverables or to require expedited shipping, shall not limit any other rights or remedies which the LADWP may have with respect to any breach of this Agreement.

f) **Right of Offset.** The LADWP reserves the right to direct damages suffered by the LADWP under this Agreement against any outstanding invoices or amounts otherwise owed to the Contractor or to make a claim against the Contractor therefore.

g) **Suspension of Work.** The Contract Administrator may orally direct the Contractor to suspend, and to subsequently resume performance of all or any part of the work. Such direction shall be confirmed in writing. An equitable adjustment in the work completion schedule and corresponding Fees (if fixed price) shall be negotiated and confirmed by a Change Order or a revision to a task assignment if such suspension impacts the cost of the work and/or work completion schedule. The LADWP shall pay the Fees due for the suspended work up to the effective date of suspension notice and shall resume Fee payments effective as of the work resumption date.

h) **Errors and Omissions.** The Contractor will be responsible for correcting or remedying any errors or omissions which occur in performance of the services under this Agreement and which are the result of the Contractor's negligence, action or omission, regardless of whether the foregoing are a material breach hereof or not. The cost of correcting or remedying any such error or omission shall be borne by the Contractor. Revising Contractor-prepared documents at the request of the LADWP to incorporate comments by the public or by agencies having jurisdiction in matters of the particular task assignment is not considered to be a remedy of errors or omissions, but is considered an integral part of document preparation which may be called for by a Task Assignment.

12. TAXES. Unless otherwise required by law, the LADWP is exempt from Federal

excise taxes. The LADWP will only pay for any State or local sales or use taxes on the Services rendered or other Deliverables supplied to the LADWP pursuant to this Agreement.

13. RECORDS AND AUDIT.

a) Records and Audits.

Incorporated by Reference. See **Exhibit H** ("Right to Audit Clause").

b) Progress Reports. The Contractor shall, as required by the Contract Administrator from time to time, submit reports summarizing all the Tasks under this Agreement, the work accomplished, work left to be done, work to be done in the coming months, and the estimated completion dates, including without limitation any deviations or reasonably likely deviations from the Schedule. Each such report shall be organized by Task and shall include the Task number, Task coordinator, Task title, the authorized Fee, the start date and completion date, and the total of Fees received to date by the Contractor. Such report shall also show the total Fees received by the Contractor under this Agreement.

c) Right to Review. The LADWP reserves the right to review any portion of the Services performed by the Contractor under this Agreement, and the Contractor agrees to cooperate to the fullest extent. Contractor shall furnish to the LADWP such reports, statistical data, and other information pertaining to the Contractor's Services as shall be reasonably required by the LADWP. The right of the LADWP to conduct such review shall not relieve the Contractor of any obligation set forth herein.

14. RIGHTS IN LICENSES.

WMIS Upgrade and Maintenance Agreement
Agreement No. 47112-3

a) Existing Software License.

Contractor hereby grants to the LADWP a perpetual, non-exclusive license in accordance to Amendment No. 001 to Contract No. 712-01-06-01-L Software Licensing Agreement and the Software License Agreement Contract No. 712-01-06-01-L detailed in **Attachments A and B.**

15. CONFIDENTIAL INFORMATION AND SOURCE CODE ESCROW

a) Protection. Each party (the Disclosing Party") may from time to time during the term of this Agreement disclose to the other party (the "Receiving Party") certain non-public information regarding the Disclosing Party's business, including technical, marketing, financial, personnel, planning and other information ("Confidential Information"). The Disclosing Party shall mark all such Confidential Information in tangible form with the legend 'confidential', 'proprietary', or with similar legend. With respect to Confidential Information disclosed orally, the Disclosing Party shall describe such Confidential Information as such in writing within thirty (30) days after the date of oral disclosure. Regardless of whether so marked, however, any non-public information regarding the Developed Software (in Source Code and Object Code formats), shall be deemed to be the Confidential Information of the LADWP.

b) Protection of Confidential Information. Except as expressly permitted by this Agreement, the Receiving Party shall not disclose the Confidential Information of the Disclosing Party (using the same degree of care which the Receiving Party ordinarily uses with respect to its own proprietary information, but in no event with less than reasonable care). The Receiving Party shall also not use the Confidential

Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and shall limit the disclosure of the Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information of the Disclosing Party to the employees or agents of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of the Disclosing Party, bound in writing by confidentiality terms no less restrictive than those contained herein. The Receiving Party shall provide copies of such agreements to the Disclosing Party upon request; provided, however, that such agreement copies shall themselves be deemed the Confidential Information of the Receiving Party. Notwithstanding the foregoing, after the expiration or termination of this Agreement and the return by the Receiving Party of the Confidential Information of the Disclosing Party as provided in subsection 15(e) ("Return of Confidential Information"), the Receiving Party shall be free to use internally (but not disclose) any ideas, concepts and know-how contained in such Confidential Information: (i) which relate to the business of the Receiving Party; and (ii) which have been retained mentally by employees of the Receiving Party through the course of their performance under this Agreement.

c) State Law Requirements - Protection For Personal Information State law (See S.B. 1386 and A.B. 1950) requires a person or entity that owns or licenses computerized data that includes personal information, of a California resident, to disclose any breach of the data base security system and to implement and maintain procedures and practices to protect personal information from unauthorized access,

destruction, use, modification, or disclosure and, shall require by contract, that non-affiliated third party recipients of such personal information, implement and maintain security procedures and practices to protect the personal information. Accordingly, vendor agrees to implement and maintain such security procedures and practices, in conformance with S.B. 1386 and A.B. 1950, with respect to any personal identification information received under this agreement, as well as notify the City of any breach in security. In addition, vendor shall not share, disclose, or in anyway transfer the personal identification information without the written approval of the LADWP.

Vendor shall be responsible for any and all liabilities, including but not limited to those stated below in this paragraph, that result from any violation of S.B. 1386 or A.B. 1950 that Vendor, its employees, agents, or subcontractors may cause pursuant to the activities performed under this contract. Accordingly, Vendor agrees to indemnify and hold harmless the City of Los Angeles, its respective agencies, LADWPs, boards, all of their commissioners, officers, employees, and authorized agents, and, at the option of the City of Los Angeles, to provide a defense, reasonably acceptable to the LADWP, 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 caused or brought by any person, including any aggrieved party, as defined in S.B. 1386, arising out of Vendor's breach of any of its duties and obligations under S.B. 1386 or A.B. 1950. The indemnification herein includes all awards, damages, interest, costs and attorneys' fees, if any. Such defense will be consistent with City Charter, Sections 271, 272 and 273.

d) Exceptions. Notwithstanding anything herein to the contrary, Confidential Information shall not be deemed to include any information which: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party as reflected in the written records of the Receiving Party; (ii) was or has been disclosed by the Disclosing Party to a third party without obligation of confidence; (iii) was or becomes lawfully known to the general public without breach of this Agreement; (iv) is independently developed by the Receiving Party without access to, or use of, the Confidential Information; (v) is approved in writing by the Disclosing Party for disclosure by the Receiving Party; (vi) is required to be disclosed in order for the Receiving Party to enforce its rights under this Agreement; or (vii) is required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that the Receiving Party shall notify the Disclosing Party of such requirement immediately and in writing, and shall cooperate reasonably with the Disclosing Party, at the Disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.

e) Return of Confidential Information. The Receiving Party shall return to the Disclosing Party, destroy or erase all Confidential Information of the Disclosing Party in tangible form upon the written request of the Disclosing Party (except for Deliverables and any other items which the LADWP is otherwise entitled to retain under this Agreement) and the Receiving Party shall certify promptly and in writing that it has done so.

f) Escrow. (i) Deposit. No later than five (5) days after the Effective Date, Contractor and LADWP shall enter into an Escrow Agreement (EXHIBIT F) with such

software source code escrow agent as may be reasonably required by the LADWP (the "Escrow Agent") pursuant to which Escrow Agreement Contractor shall immediately deposit with such Escrow Agent one (1) copy of all existing annotated Source Code listings, flow charts, decision tables, schematics, drawings, specifications, documentation, design details, and other related documents which pertain to the Software and all technology necessary to understand the design, structure, and implementation of the Software and to maintain, support and build Object Code of the Software (including, but not limited to, any tools which may or not be commercially available) such that a third party programmer reasonably skilled in the language used in such materials could maintain and support the Software without further assistance or references to other materials (collectively, the "Escrow Materials"). Such Escrow Materials shall also include any Updates of such Software made available to the LADWP pursuant to SECTION 20 ("MAINTENANCE AND SUPPORT") of this Agreement, which Escrow Materials Contractor shall keep updated on no less frequent a basis than semi-annually.

(ii) License Grant. Subject to SECTION 15 ("CONFIDENTIAL INFORMATION AND SOURCE CODE ESCROW"), Contractor hereby grants to LADWP a perpetual, irrevocable, non-exclusive, royalty-free, fully paid up, non-transferable (except as provided in Subsection 21(j) ("Assignment")) license with respect to the Escrow Materials (including without limitation all Proprietary Rights therein) to use, execute, copy and modify such Escrow Materials solely as reasonably necessary or desirable in order to exercise the LADWP's rights under this Agreement. Notwithstanding anything to the contrary herein, however, LADWP understands and agrees that it shall

not exercise the license granted in this **Subsection 15(f)(ii) ("License Grant")** with respect to the Escrow Materials unless and until the Escrow Materials are released to LADWP pursuant to the Escrow Agreement.

16. INTELLECTUAL PROPERTY AND DELIVERABLES INDEMNITY.

a) Statement of Indemnity. Contractor agrees that from and after the Effective Date it shall fully indemnify, defend and hold harmless the LADWP, the Board, and its and their affiliates, officers, directors, agents, employees, customers and assigns (the "Indemnified Parties") from and against any and all claims, losses, liabilities, damages and costs (including attorneys' fees and court costs) arising from or relating to any Deliverables or arising from or relating to any claim, demand, threat, suit or proceeding by any third party regarding the Deliverables, including without limitation any claims of injury to persons or property, or of intellectual property infringement or misappropriation, by any third party. The LADWP shall notify Contractor promptly of any third party claim in connection with the foregoing, shall cooperate reasonably with Contractor in connection therewith (at Contractor's expense), in the defense or settlement of the foregoing. The LADWP shall have the right at its own expense to be represented in any action related to the foregoing by counsel of its own choice, and shall cooperate reasonably with Contractor with respect to such litigation.

b) Control. In Contractor's defense of the LADWP, negotiation, compromise, and settlement of any foregoing infringement or misappropriation action, the LADWP shall retain discretion in and control of the litigation, negotiation, compromise, settlement, and appeals therefrom, as required

by the Los Angeles City Charter, particularly Article II, Sections 271, 272 and 273 thereof.

c) Claims and Remediation. If Contractor receives notice of a claim, demand, threat, suit or proceeding regarding alleged intellectual property infringement or misappropriation by the Deliverables, or if in Contractor's judgment such a claim is likely, Contractor may, at its sole expense, procure for LADWP ownership of, or the right to continue using, the Deliverables, modify the Deliverables so that they are no longer infringing, or replace the Deliverables with other items of the same technical specifications and the same or better functionality and performance, which shall, upon acceptance by the LADWP, be considered Deliverables.

17. MAINTENANCE AND SUPPORT.

a) Software Maintenance

i) Section 1 of Exhibit A "Statement of Work - Standard Core Software Proprietary Maintenance Program Services for Power System" - Defines Contractor's core Software Maintenance Services, and the LADWP's maintenance obligations.

ii) Section 2 of Exhibit A "Statement of Work - WMIS 2.4.2 Software Proprietary Maintenance Program Services Terms for Water Systems" - Defines Contractor's Software Maintenance Services, and source code provisions with terms.

b) Failure to Provide Maintenance. Any material failure of Contractor to timely provide Maintenance hereunder shall thereupon immediately suspend any obligation of the LADWP to pay any Fees, and may, in addition and at the LADWP's option, be considered a material breach of this

Agreement for purposes of SECTION 11 ("TERM AND TERMINATION").

18. WARRANTIES.

a) Services. Contractor represents and warrants that Contractor shall perform the Services in a professional and workmanlike manner, in accordance with the best practices of Contractor's industry, and in material conformity with corresponding Specifications (including without limitation all Documentation). In the event of any breach of the foregoing warranty, the LADWP shall promptly notify Contractor, and Contractor shall immediately re-perform the non-conforming Services. Any failure of Contractor to carry out the foregoing in a manner reasonably satisfactory to the LADWP, may, at the LADWP's option, be considered a material breach of this Agreement for purposes of SECTION 11 ("TERM AND TERMINATION").

b) General. Contractor represents and warrants that: (i) Contractor has full power and authority to enter into this Agreement and the person signing the Agreement on Contractor's behalf has been duly authorized and empowered to enter into this Agreement; (ii) the Deliverables shall not contain any materials which are unlawful, defamatory, libelous, threatening, abusive, racist, vulgar, harassing, pornographic or obscene; (iii) Neither the Deliverables (including without limitation the provision of Services) nor any element thereof, infringes or shall infringe or misappropriate the intellectual property rights of any third party, including without limitation any patent, copyright, trademark or trade secret rights; (iv) the Deliverables shall not be subject to any restrictions, including without limitation any liens, mortgages, pledges, security interests, encumbrances, or

encroachments; (v) Contractor is not under, and shall not enter into any, obligation or obligations inconsistent with the provisions of this Agreement; and (vi) Contractor shall not violate any law, statute, ordinance, or regulation in the course of its performance under this Agreement.

c) Viruses. Contractor represents and warrants that it has exercised and shall exercise its most diligent efforts to ensure that no viruses, "Trojan Horses", "Worms" or other damaging, dangerous or objectionable code (collectively, "Viruses") are included with the Deliverables. If at any time a Virus may be found to exist in or have emanated from the Deliverables, or any electronic data, information or report generated thereby, Contractor agrees, at its sole expense, to exercise its most diligent efforts (including but not limited to providing appropriate replacement products, software, installation, and diagnostic testing) to remove such Virus within five (5) days of LADWP's notice.

d) Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. LIMITATION OF LIABILITY. IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE HIGHER OF ONE MILLION DOLLARS (\$1,000,000) OR THE TOTAL AMOUNT PAID UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, IN TORT, CONTRACT OR OTHERWISE.

NOTWITHSTANDING THE ABOVE LIMITATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY AMOUNT GREATER THAN ONE MILLION DOLLARS (\$1,000,000) FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING LOST PROFITS, LOST OPPORTUNITY COSTS, ETC. EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.

20. SURVIVAL AND ORDER OF PRECEDENCE. In the event of any expiration or termination of this Agreement, the provisions of Section 1 ("Definitions"), Subsection 3(b) ("No Obligation"), Section 11 ("Term and Termination"), Section 13 ("Records and Audit"), Section 14 ("Rights in Work Product and Licenses"), Section 15 ("Confidential Information and Source Code Escrow"), Section 16 ("Intellectual Property and Deliverables Indemnity"), Section 18 ("Warranties"), Section 19 ("Limitation of Liability"), Section 20 ("Survival and Order of Precedence"), and Section 21 ("General") shall survive and shall continue to bind the parties. 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:

- a) Latest Change Order
- b) Task Assignment
- c) Agreement
- d) Other referenced documents including but not limited to all exhibits, attachments, and appendices
- e) Response

21. GENERAL.

a) Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

b) Attorneys' Fees. In the event any proceeding or lawsuit is brought by the LADWP or Contractor in connection with this Agreement, each party shall bear its own attorneys' fees and costs.

c) Forum. 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. The State and Federal Courts located in the City of Los Angeles shall have exclusive jurisdiction over any disputes under this Agreement, and the parties hereby submit to the personal jurisdiction of such courts.

d) Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Contractor will cause the LADWP irreparable damage for which recovery of money damages would be inadequate, and that the LADWP shall therefore be entitled to obtain timely injunctive relief to protect the LADWP's rights under this Agreement in addition to any and all remedies available at law.

e) Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Any such

notice or report directed to the LADWP shall be delivered to:

LOS ANGELES DEPARTMENT OF WATER AND POWER

Eric Taylor
Power System Information and Advanced Technology
Los Angeles Department of Water and Power
111 North Hope Street Room 851
Los Angeles, CA 90012

With a Copy To:

Chief Assistant City Attorney
111 North Hope Street
Los Angeles, California 90012-2694

Any such notice or report directed to the Contractor shall be delivered to:

Commercial Function
Logica North America, Inc.
3700 West Sam Houston Parkway South,
Suite 500, Houston, TX 77042

Either party, by written notice, may designate different or additional person(s) or different addresses.

f) **Agency.** Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

g) **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

h) **Severability.** In the event that any provision of this Agreement shall be

unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

i) **Headings.** The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

j) **Assignment.** Neither this Agreement nor any rights or obligations of Contractor hereunder may be assigned by Contractor in whole or in part without the prior written approval of the LADWP. Such approval may be withheld for any reason or no reason as this Agreement is a personal services contract and was awarded to Contractor based on the qualities of Contractor. For the purposes of this **Subsection 21(j)** ("Assignment"), a change in the persons or entities who control fifty percent (50%) or more of the equity securities or voting interest of Contractor shall be considered an assignment of Contractor's rights and obligations. The LADWP's rights and obligations, in whole or in part, under this Agreement may be assigned by the LADWP. The LADWP may exercise full transfer and assignment rights in any manner at the LADWP's discretion.

k) **Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

l) Relationship of the Parties. The Contractor is acting hereunder as an independent Contractor and not as an agent or employee of the LADWP. The Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the LADWP.

m) Entire Agreement. This Agreement together with the Exhibits hereto completely and exclusively states the agreement of the parties regarding its subject matter. This Agreement supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. The terms of any Shrink-Wrap Agreement accompanying any Software delivered to the LADWP hereunder shall, to the extent inconsistent with the terms of this Agreement, have no effect whatsoever. This Agreement shall not be modified except by a subsequently dated written amendment or exhibit signed on behalf of the LADWP and Contractor by their duly authorized representatives. Any purported oral amendment to this Agreement shall have no effect.

AGREED TO:

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

Date: _____

By: _____

Ronald O. Nichols

General Manager

And: _____

Barbara E. Moschos

Secretary

**Logica North America Inc., now known as
CGI Technologies and Solutions Inc. (TIN:
54-0856778)**

Date: 1/22/2013

By: _____

Simon Boyer

Vice President Consulting Services

**ATTACHMENT A – AMENDMENT NO. 1 TO LOGICA SOFTWARE LICENSING
AGREEMENT**

**Amendment No. 1 to
Contract No. 712-01-06-01-L
Software Licensing Agreement**

A Software Licensing Agreement ("Agreement") was previously made and entered into March 12, 2008 by and between the **DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES**, hereinafter called "LADWP" or "Department", and **Logica North America Inc (F/K/A LogicaCMG Inc.)**, with its principal place of business at 3700 West Sam Houston Parkway South, Suite 500, Houston, TX 77042, hereinafter called "Logica" or "Contractor".

The parties have agreed to additions to and/or changes in the Agreement, and these additions and/or changes are defined in this Amendment No. 001 ("Amendment No. 001"). Through this Amendment No.1 the Parties agree to add the following software components to the Agreement. This Amendment No.1 shall become effective on the date of its approval by City Council and no later than _____.

1.0 ADDITION OF ARM SOFTWARE

Through this Amendment No.1, Logica grants to Department a nonexclusive perpetual ENTERPRISE LICENSE for the following additional Software components:

- ARM Field Manager (250 devices)*
- ARM Scheduler
- Sybase SQL Anywhere (250 devices)*
- Broadbeam ExpressQ (250 devices)*

ARM Field Manager*Department may purchase software for additional devices for the following prices: Next 50 additional devices for a total of 300 devices \$62,500, next 100 additional devices for a total of 400 devices \$85,000, and next 100 additional devices for a total of 500 devices \$70,000.

2.0 ADD-ON LICENSE FEE AND PAYMENT TERMS

A single add-on ENTERPRISE LICENSE fee will be charged to Department for licensing the following ARM software components not previously licensed. The single add-on ENTERPRISE

LICENSE fee is:

\$538,000

The single add-on ENTERPRISE LICENSE fee is based on the following table:

Software Component	License Price
• ARM Field Manager (250 devices)	\$375,000
• ARM Scheduler	\$576,000
• Discount	(\$475,500)
• Sybase SQL Anywhere (250 devices) and Broadbeam ExpressQ (250 devices)	\$62,500
Discounted Price	\$538,000

Payment terms for above mentioned fee are as follows:

The ENTERPRISE LICENSE fee shall be invoiced upon completion of add-on software components defined above. Payment is due net 30 days from invoice date.

Any maintenance services and related fees associated with the above components will be governed by a Maintenance Services Agreement (Agreement No. 47112-3).

Additional Software Component:

Software Component
• ARM Performance Manager

Payment terms for above mentioned fee are as follows:

This ENTERPRISE LICENSE fee for the Additional Software Component identified directly above has been included in the hardware and installation costs for the first 250 AVL units, as outlined in **Exhibit B, Task No. 4** of the Maintenance Services Agreement (Agreement No. 47112-3). These components shall be deemed accepted when software is delivered.

All other terms remain in full force and effect.

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

Date: _____

By: _____

Ronald O. Nichols
General Manager

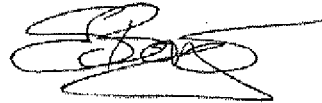
And: _____

By: _____

Barbara E. Moschos
Secretary

LOGICA NORTH AMERICA, INC.,
now known as CGI Technologies and
Solutions Inc. (TIN: 54-0856778)

Date: 1/22/2013



By: _____

Simon Boyer
Vice President Consulting Services

ATTACHMENT B – LOGICA SOFTWARE LICENSING AGREEMENT

LogicaCMG Contract No. 712-01-06-01-L

Confidential

SOFTWARE LICENSING AGREEMENT CONTRACT NO. 712-01-06-01-L

This SOFTWARE LICENSING AGREEMENT ("Agreement") is made as of March 12, 2008 ("Effective Date") by and between LOGICACMG INC., a Delaware corporation having its principal office at 32 Hartwell Avenue, Lexington, MA 02173 (LogicaCMG) and THE LOS ANGELES DEPARTMENT OF WATER AND POWER, having its principal office at 111 North Hope Street, Los Angeles, California 90012 (the "Department").

This Agreement establishes the terms and conditions to which LogicaCMG and the Department have agreed with respect to the Department's licensing of the software products ("Software") defined herein. Further, upon the execution of this Agreement by both parties, this Agreement replaces, in its entirety, Work Management Information System Licensing Agreement No. 326W previously executed between the parties in January 1996, and this Agreement shall become effective as of the Effective Date shown above.

The following Attachments A through E are included in this Agreement and are fully incorporated herein by reference:

Attachment A	List of Software and Definition of Additional Terms
Attachment B	Licensed Entity
Attachment C	Licensing Fees
Attachment D	Contractors
Attachment E	Microsoft EULA

1. DEFINITIONS

1.1 ENTERPRISE LICENSE: shall mean a license for the Software which allows the Department, at its Licensed Entity as defined in Attachment B, and for its internal data processing only as defined in this Agreement, to use the Software on any computer device owned, leased, or otherwise under the sole control of the Department.

1.2 DERIVATIVE WORK: shall mean a work that is based on one or more preexisting works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such preexisting works may be recast, transformed, or adapted, and which, if prepared without authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement. For purposes of this Agreement, a Derivative Work shall also include any compilation that incorporates such preexisting work.

1.3 LICENSED ENTITY: shall mean the one or more Department organizations or operating units or companies or divisions as defined in Attachment B as being licensed to use the Software covered by this Agreement.

1.4 LOGICACMG SOFTWARE: shall mean those LogicaCMG software components or applications defined in Attachment A, including all Program Products, and any and all modifications, extensions and other improvements thereto, including Derivative Works, additional modules, all related documentation, and any custom software.

1.5 PROGRAM PRODUCTS: shall mean the Software, and all related documentation and underlying technology, including but not limited to on-line help, requirements documents, checklists and data models; whether supplied in hardcopy form or on media of any kind, and whether transmitted in any form or by any means, electronic or mechanical, including by or from any information storage or retrieval system.

1.6 SERVICES DELIVERY CONTRACTOR: shall mean a third-party company which is contracted by the Department's Licensed Entity and authorized by Department's Licensed Entity to deliver services on its behalf, and which otherwise meets the definitions and provisions contained in Attachment D to this Agreement.

1.7 SOFTWARE: Shall mean the LogicaCMG Software components identified in Attachment A and any products incorporated with or integrated into the LogicaCMG Software that are supplied by Third Party Suppliers as identified in Attachment A.

1.8 THIRD PARTY SUPPLIER: shall mean the parties so identified in Attachment A or in an addendum to this Agreement.

2. ADDITIONAL TERMS

2.1 If any additional terms and conditions are associated with the licensing of the Software identified in Attachment A, such terms and conditions shall be defined in Attachment A.

3. TERM; TERMINATION; SURVIVAL

3.1 Following execution by both Parties, this Agreement shall become effective as of the Effective Date shown on the first page hereto, and shall continue in full force and effect (Agreement "Term") unless this Agreement is terminated under the provisions defined in this Article 3 or through mutual agreement in writing between the parties.

3.2 If during the Term of this Agreement either party ("Party") materially breaches its obligations under this Agreement, the non-breaching Party may, by giving the other Party written notice and thirty (30) days in which to correct such failure, terminate this Agreement and the license(s) granted by this Agreement.

3.3 In the event of termination of this Agreement and the licenses hereunder for any reason, Department shall discontinue all use of the Software and shall provide written

certification to LogicaCMG that all copies of the Software, the Program Products, and any other materials in Department's possession, custody or control which contain any information regarding the Software, have been destroyed.

3.4 Any termination of this Agreement shall not affect the survival of the obligations of Department regarding confidential treatment of LogicaCMG's proprietary information, copyrights, patents or trade secrets relating to the Software and associated documentation.

3.5 LogicaCMG's rights and remedies as set forth herein are cumulative and in addition to any and all other rights or remedies at law or in equity which LogicaCMG might have, including the right to immediately seek injunctive relief in regard to any material breach of this Agreement.

4. TITLE

4.1 Title and full ownership rights in the LogicaCMG Software, Program Products, or any portion thereof, including Derivative Works built upon, inherited from or otherwise created from or utilizing the LogicaCMG Software, remain with LogicaCMG.

4.2 In the case of any Third Party Supplier products incorporated with or integrated into the LogicaCMG Software, the Third Party Supplier or their third party product suppliers own all rights in and title to such Third Party Supplier products.

5. GRANT OF LICENSE

5.1 LogicaCMG hereby grants to Department, subject to the terms and conditions set forth herein, the nonexclusive perpetual ENTERPRISE LICENSE for the use of the Software for Department's own internal data processing use only at the Licensed Entity as defined herein in Attachment B.

5.2 Department may not license to others, sublicense, sell, rent, lease, time share, outsource, lend or otherwise permit use of the Software by anyone other than the authorized employees of Department's Licensed Entity or Services Delivery Contractors as defined in Attachment D. Also Department may not use LogicaCMG Software to perform any work for any third party organization. Further, Department may not modify, copy (except as defined below in 5.3) or create Derivative Works based on the Software.

5.3 Department may make copies of the Software only for archival or backup purposes or to replace a worn copy.

5.4 Department shall not, and shall not attempt to, reverse engineer, decompile, disassemble, de-couple, or otherwise obtain access to the source code of the Software.

Department shall ensure that, before disposing of any media, including but not limited to paper printouts, magnetic tapes, diskettes, and hard disks, all of the Software programs (and any information relating to the Software) which are contained thereon have been erased or destroyed.

5.5 Any copyright or other proprietary notice in or on the Software shall be included in all copies and partial copies of the Software made by Department. Department agrees not to remove any copyright notices appearing anywhere in the Software and to reproduce any copyright notice, trademark or other proprietary notices that may appear in any portion of the Software or within the Software Program Products.

5.6 Department may not alter the database(s) used by the Software by enabling external programs to directly write to, and make changes in, such database(s).

5.7 Additional licensing terms, if any, that shall apply to products supplied by a Third Party Supplier are stated in Attachment A.

5.8 Escrow services, if any, provided to Department regarding the Software will not include the escrow of source code for Third Party Supplier products; and these products will, if supplied, be provided in executable form only for the purposes of escrow.

5.9 Department will advise its employees and authorized Contractors of the terms of use of the Software as defined in this Agreement.

5.10 The Software covered by this Agreement may be assigned or transferred only as specified in Article 16, Assignment or Transfer.

5.11 The licenses granted hereunder are for use of the Software in executable form only; no license to source code is granted and no source code will be supplied. No license except as expressly provided herein is granted by LogicaCMG and none other shall be implied.

5.12 Department shall observe the export restrictions defined in Section 15.

5.13 LogicaCMG reserves the right to conduct site audits and/or to require Department to provide written certification of Department's compliance with the terms of this Agreement.

5.14 Trademarks and/or other proprietary marks of LogicaCMG or Third Party Suppliers that may be incorporated into the Software or within the Program Products shall not be used by Department for any other purpose.

6. MODIFICATION OF LOGICACMG SOFTWARE

6.1 LogicaCMG reserves and retains the right, in its sole discretion, to make future

changes or modifications to any portion or all of the Software and/or the Program Products, including but not limited to the data format or file structure used or implemented by the Software, the underlying Software technology, the election to use Third Party Supplier products, and the method of use of Third Party Supplier products.

7. BENCHMARK TESTS

7.1 Department shall not publish any result of benchmark test(s) run on the Software.

8. NO EDUCATIONAL AND MAINTENANCE SERVICES INCLUDED

8.1 No educational or maintenance services are included under this Agreement. Any such services shall be contracted for separately between the parties.

9. PAYMENT

9.1 Any fees associated with the licensing of any Software identified in Attachment A will be shown in Attachment C.

9.2 Payment of any licensing fee(s) is due net thirty (30) days after the date of invoice.

9.3 Duties, import fees, brokerage fees, and taxes, with the exception of franchise taxes and taxes based upon the net income of LogicaCMG, imposed by government agencies, whether based upon the Software, its use, or this Agreement, are not included in any licensing fees shown and are the sole obligation of and shall be paid by Department.

9.4 If Department fails to pay any sum shown in Attachment C when due, LogicaCMG may charge interest on such overdue amount at the rate of one and one half percent per calendar month or the maximum rate permitted at law, whichever is lower.

9.5 Further, if Department fails to pay any sum shown in Attachment C when due, LogicaCMG may, without prejudice to any other remedy and upon fifteen (15) days' prior notice in writing to Department, refuse to further perform hereunder.

10. WARRANTY

10.1 No warranty offering for the Software defined herein is supplied as part of this Agreement.

10.2 THE FOREGOING WARRANTY STATEMENT IS IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED,

AND ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND NEGATED.

10.3 NEITHER LOGICACMG (IN THE CASE OF LOGICACMG SOFTWARE) OR THIRD PARTIES (IN THE CASE OF THIRD PARTY SUPPLIER PRODUCTS) MAKES OR PROVIDES ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SOFTWARE PRODUCTS PROVIDED UNDER THE TERMS OF THIS AGREEMENT.

10.4 NO EMPLOYEE, AGENT OR REPRESENTATIVE OF LOGICACMG HAS ANY AUTHORITY TO MAKE OR BIND LOGICACMG OR ANY THIRD PARTY SUPPLIER TO ANY OTHER REPRESENTATIONS OR WARRANTY CONCERNING THE SOFTWARE AND ANY SUCH ORAL OR WRITTEN REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANOTHER WRITTEN DOCUMENT SIGNED BY LOGICACMG AND DEPARTMENT SHALL NOT BE ENFORCEABLE.

11. LIMITATION OF LIABILITY

11.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF PROFITS, GOODWILL, LOST COMPUTER TIME, DESTRUCTION, DAMAGE OR LOSS OF DATA OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUFFERED BY THE OTHER PARTY. EITHER PARTY'S LIABILITY IN ANY EVENT SHALL NOT EXCEED THE AMOUNT PAID BY THE DEPARTMENT FOR ANY SOFTWARE WHICH FORMS THE BASIS (IN WHOLE OR IN PART) OF ANY CLAIM BY EITHER PARTY.

12. INDEMNIFICATION FOR INFRINGEMENT

12.1 LogicaCMG will defend, at its own expense, any claim by a third party against Department that the Software, used within the scope of the purchase(s) made and/or license(s) acquired by Department hereunder, infringes any U.S. patent or U.S. copyright or trade secret of such third party. LogicaCMG shall indemnify Department against the amount of any judgment finally entered against Department based upon such a claim of infringement.

12.2 The Limitation of Liability provided for in Article 11 of this Agreement shall not in any way limit LogicaCMG's agreement to indemnify and hold harmless as provided for in this Article 12.

12.3 As a condition precedent to its obligations to indemnify Department, LogicaCMG

must be notified by Department in writing immediately after Department first becomes aware of or receives notice of any such claim, action or allegation of such infringement. LogicaCMG shall have sole control over the defense and any settlement negotiations in connection with any such claim of infringement. Department must cooperate fully with LogicaCMG in connection with such defense and any settlement negotiations and shall promptly furnish LogicaCMG with all related evidence in its custody or control, including but not limited to furnishing documents and allowing LogicaCMG to interview and gather information from Department's employees. Such notice, control and cooperation shall be conditions precedent to LogicaCMG's duties to defend and indemnify hereunder.

12.4 In the event an injunction shall be obtained or settlement reached prohibiting Department's use of the Software or if in LogicaCMG's opinion the Software is likely to become the subject of a claim of infringement or violation of a patent, copyright, or trade secret of a third party, LogicaCMG may at its expense and option: (1) procure for Department the right to continue using the Software; or (2) replace or modify the Software so that it becomes non-infringing; or (3) if neither (1) nor (2) can be completed, remove the Software from all Department sites where it has been installed, including but not limited to all Licensed Entity sites, and as applicable Contractor sites and disaster recovery sites. In the event that option 3 is taken by LogicaCMG, LogicaCMG shall pay Department a fee that is computed as follows: an amount based on 100% of the licensing fee paid by Department for the Software less 10% of the licensing fee for each year (12 month period) that has elapsed since the licensing fee for the Software was paid. This payment applies only to this Article 12 and only to this option 3. In the event option 3 is exercised, the Software license shall terminate upon removal of the Software from Department's system(s).

12.5 LOGICACMG WILL HAVE NO OBLIGATION OR LIABILITY WHATSOEVER ARISING OUT OF ANY ALLEGED CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BASED UPON (A) USE OF SOFTWARE THAT WAS NOT OBTAINED FROM LOGICACMG, OR (B) IF OBTAINED FROM LOGICACMG, USE OF THE SOFTWARE IN COMBINATION WITH ANY EQUIPMENT, DEVICES OR OTHER SOFTWARE NOT DELIVERED BY LOGICACMG IF SUCH CLAIM WOULD HAVE BEEN AVOIDED EXCEPT FOR SUCH USE, (C) IF OBTAINED FROM LOGICACMG, USE OF OTHER THAN THE MOST CURRENT RELEASE OF THE SOFTWARE IF SUCH CLAIM WOULD HAVE BEEN PREVENTED BY THE USE OF SUCH RELEASE, (D) IF OBTAINED FROM LOGICACMG, USE OF THE SOFTWARE IN A WAY OTHER THAN THAT FOR WHICH IT IS INTENDED AS DEFINED IN THE ASSOCIATED DOCUMENTATION FOR THE SOFTWARE, (E) IF OBTAINED FROM LOGICACMG, USE OF SOFTWARE THAT WAS MODIFIED BY ANY PERSON OTHER THAN LOGICACMG, AND SAID MODIFICATION FORMS THE BASIS OF THE INFRINGEMENT CLAIM, AND (F) USE OF THIRD PARTY SUPPLIER PRODUCTS SUPPLIED BY LOGICACMG FOR ANY PURPOSE OTHER THAN AS INTEGRATED PARTS OF THE SOFTWARE. IN REGARD TO ITEM (C), THE DEPARTMENT MUST INSTALL NEW RELEASES OF SOFTWARE WITHIN 6 MONTHS OF THE RELEASE DATE OF SUCH RELEASES IN ORDER TO BE CONSIDERED AS USING THE MOST

CURRENT RELEASE OF THE SOFTWARE.

13. CONFIDENTIALITY AND PROPRIETARY INFORMATION

13.1 Department acknowledges that the Software and related documentation, and the LogicaCMG Software Program Products, are proprietary information that has been developed by LogicaCMG, and as applicable to the Software being licensed, Third Party Suppliers, as valuable trade secrets and copyrighted materials. The Department agrees to preserve the confidential nature of these trade secrets and/or copyrighted materials by retaining and using these trade secrets and/or copyrighted materials ("Confidential Information") in trust and confidence, solely for the Department's own internal use by its authorized employees and Services Delivery Contractors, and by not using or permitting the use of the Confidential Information and by not disclosing or permitting the disclosure of the Confidential Information, except pursuant to the Department's internal use as permitted herein or as may be required by law to be disclosed.

13.2 LogicaCMG's Confidential Information shall include:

- a) The Software, the Program Products, and any associated extensions or Derivative Works; including but not limited to the program code in any form, database design, On-Line Help, program screen designs and layouts, installation guides, and user and training documentation;
- b) Information relating to the design and functionality of the Software; such as but not limited to the entity relationship model, function hierarchy, data flow diagrams, and function documentation;
- c) Other information about the Software and Program Products; or information about or additional or future Software products or modules;
- d) LogicaCMG's non-public financial and sales information;
- e) Details of LogicaCMG's customer systems and projects; and
- f) Any other information clearly identified by LogicaCMG as confidential.

13.3 Further, any other computer code, systems, data, and materials utilized, provided or developed now or in the future by LogicaCMG, or as applicable, its Third Party Suppliers, as part of its delivery of the Software ("Materials") shall be considered the Confidential Information of LogicaCMG; or as applicable, its Third Party Suppliers; and these Materials include, without limitation, tools, toolkits, models, designs, procedures, methodologies, templates, processes, routines, previously developed code, specially developed programs and other code, entity relationship models, data models, function hierarchies, data flow diagrams and function documentation; and LogicaCMG, or as applicable its Third Party Suppliers, shall have and retain title and full ownership rights to the Materials.

13.4 The Department's obligations of confidentiality regarding LogicaCMG Confidential Information shall terminate with respect to any particular portion of the Confidential Information only in the event that one or more of the following conditions occur:

- a) It was in the public domain at the time of its communication to the Department;
- b) It entered the public domain through no fault of either party subsequent to the time of LogicaCMG's communication thereof to Department;
- c) It was in Department's possession free of obligation of confidence prior to its communication as Confidential Information;
- d) It was rightfully communicated to Department by LogicaCMG free of any obligation of confidence subsequent to the time of its communication as Confidential Information.

13.5 The Department shall request that its employees and Services Delivery Contractors fulfill its obligations hereunder and acknowledges that a violation or threatened violation of any of the provisions of this Article 13 would result in immediate and irreparable injury for which LogicaCMG would have no adequate remedy at law and, accordingly, agrees that in the event of a threatened or actual breach of this Article 13, LogicaCMG shall be entitled to seek preliminary injunctive relief in addition to all of its other remedies.

13.6 The terms contained in this Article 13 shall subsist for the duration of the Agreement unless the Agreement is terminated earlier as provided herein; however, the obligations and restrictions regarding the use and/or disclosure of Confidential Information hereunder shall survive termination for a period of five (5) years from the date of Agreement termination or expiration, except that Department's obligations of confidentiality defined herein regarding the Software, any Materials (as Materials are defined in this Article 13) and the terms and conditions of this Agreement shall be perpetual after any termination.

13.7 The terms of this Agreement shall be considered Confidential Information.

14. FORCE MAJEURE

14.1 Neither LogicaCMG nor Department shall be liable to the other for any failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster, lack of utility services, or other similar cause beyond such Party's control, provided that such Party gives prompt written notice of such condition and resumes its performance as soon as possible.

15. EXPORT RESTRICTIONS

15.1 DEPARTMENT SHALL NOT EXPORT OR RE-EXPORT THE SOFTWARE WITHOUT THE WRITTEN CONSENT OF LOGICACMG AND WITHOUT THE

APPROPRIATE UNITED STATES AND/OR FOREIGN GOVERNMENT LICENSES, PERMITS, OR CERTIFICATES.

15.2 Department expressly acknowledges and agrees that Department shall not export, re-export, or provide the Software, including Program Products, related documentation, any custom software, or any underlying information or technology, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, re-export, or provision violates any U.S. export control law or regulation.

15.3 Department represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

15.4 Any permitted export of Software must comply with all terms and conditions of this Agreement including use only by the defined Licensed Entity.

16. ASSIGNMENT OR TRANSFER

16.1 Department's obligations and rights in and to the Software as a result of this Agreement are personal to the Department and, therefore, the Department may not assign, delegate, or otherwise transfer, voluntarily, by operation of law, or otherwise, any such obligations and rights without the prior written consent of LogicaCMG.

16.2 No permitted assignment will relieve Department of its obligations hereunder with respect to Confidential Information disclosed to it prior to the assignment.

16.3 If LogicaCMG consents to an assignment or transfer, and as a result thereof Department's license as granted herein is terminated, Department shall not retain any copies of the Software or any related materials, and shall dispose of the Software and all materials relating thereto as defined in Article 3, paragraph 3.3.

16.4 Subject to the above restrictions, this Agreement and all Attachments, Exhibits and Addenda are binding upon and shall inure to the benefit of the Parties' successors and assigns.

17. NOTICES AND OTHER COMMUNICATIONS

17.1 Notices, except for routine communications, will be in writing (unless otherwise designated herein) and shall be sent to the other Party at its address stated at the beginning of this Agreement or to such other address as the respective Party will advise in writing. For all purposes, notice shall be deemed to be fully given and received upon (a) personal delivery, or

(b) delivery by certified or registered mail, return receipt requested, postage prepaid, or (c) delivery by courier service with receipt and receiving signature requested, or (d) transmission by facsimile followed with a copy sent by method (b) or (c).

18. SEVERABILITY

18.1 Should any provisions of this Agreement be held invalid, ineffective, or unenforceable by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. WAIVER

19.1 No failure or delay by either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of any other right, power, or remedy hereunder.

20. ENTIRE AGREEMENT

20.1 Both Parties acknowledge that each has read this Agreement and each agrees that it, including Attachments A through E, constitutes the sole and entire Agreement between the Parties hereto with respect to the subject matter hereof and that it supersedes and replaces all prior proposals, agreements, statements, representations, and understandings, oral or written, relating to the subject matter of this Agreement.

20.2 The terms and conditions of any present or future document submitted by one Party to the other Party which conflict with any of the terms and conditions of this Agreement, or which in any way purport to amend this Agreement without agreement in writing by both Parties, are specifically objected to by the other Party. They shall be of no force or effect nor govern in any way the subject matter hereof, unless the same refers to this Agreement and is specifically agreed to in writing by authorized representatives of LogicaCMG and Department.

21. CHOICE OF LAW

21.1 This Agreement shall be enforced and interpreted under the laws of the United States of America, the State of California, and the City of Los Angeles with venue litigation in Los Angeles, California.

THE SIGNATURES OF THE PARTIES SHOWN BELOW INDICATE THEIR ACCEPTANCE OF THIS AGREEMENT, INCLUDING ATTACHMENTS A THORUGHT E.

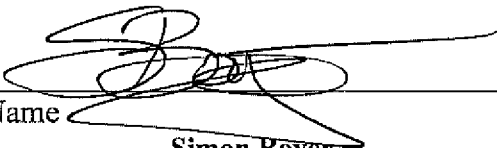
LOS ANGELES DEPARTMENT OF WATER AND POWER

By: Name Ronald O. Nichols
General Manager

And: Barbara E. Moschos
Board Secretary

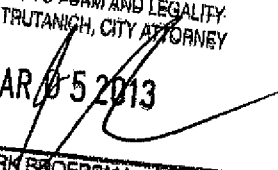
Date

LOGICA NORTH AMERICA, INC.,
now known as CGI Technologies and
Solutions Inc. (TIN: 54-0856778)

By: Name 
Simon Boyer
Vice President Consulting Services

Title
1/22/2013

Date

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY
MAR 05 2013
BY 
DIRK BROERSMA
DEPUTY CITY ATTORNEY

ATTACHMENT A of Software Licensing Agreement

List of Software and Definition of Additional Terms

This Attachment A is fully incorporated by reference into the attached Agreement.

I. LIST OF SOFTWARE

1. SOFTWARE COMPONENTS

1.1 The Department's use of the following LogicaCMG Software is covered by this Agreement:

Power Division

Version 2.9.1 or later of the following software components:

- WMIS, the Work Management Information System (office-based WMIS and Mobile WMIS)
- Web Portal
- IMFPlus Enterprise Edition
- Future releases of these components that are provided by LogicaCMG under the terms of maintenance services
- Any LogicaCMG Software extensions developed for the Department by LogicaCMG under a task assignment
- Associated Third Party Supplier products as they are incorporated into the above components

Water Division

- WMIS version 2.3 (office-based WMIS only)
- No Third Party Supplier products form a part of this version of the licensed Software
- No future releases of this software version will be supplied

2. OTHER SOFTWARE USE PROVISIONS

2.1 The Software defined above will be provided in executable form only. No source code will be supplied.

2.2 No license for the source code for the LogicaCMG Software is granted herein except for a limited license to use the source code for the Department's internal purposes only should the Department access the source code under the terms and conditions of the escrow program in place between the parties.

2.3 No license for the source code for the Third Party Products is granted herein. No source code for any Third Party products shall be placed in escrow on behalf of the Department.

2.4 The Department acknowledges that LogicaCMG may in the future offer (a) additional modules or applications associated with the Software licensed above or (b) additional products and new products; and that these modules, applications or products may be made available at additional charge. If the Department elects to license any additional modules, applications or products that are offered in the future, whether they are offered at additional charge or no charge, the Department will sign an amendment to this Agreement identifying the modules or products being licensed, any charge therefor, and any additional terms and conditions associated therewith.

II. ADDITIONAL TERMS

1. ADDITIONAL DEFINITIONS

1.1 CANDLE -- the Candle Corporation, a Third Party Supplier to LogicaCMG and provider of the CASP Software. The definition of Candle shall include Candle's licensors whose software is incorporated into CASP.

1.2 CANDLE APPLICATION SERVICE PACK OR CASP SOFTWARE -- a software product provided under license to LogicaCMG by Candle for use by LogicaCMG in providing the IMFPlus Enterprise Edition and related services.

1.3 DART -- a Third Party Supplier to LogicaCMG of a software development tool provided under license to LogicaCMG for its use in software development. Object-code only Redistributables may be developed that may be incorporated into LogicaCMG Software.

1.4 MICROSOFT -- the Microsoft Corporation. Microsoft is the owner and licensor of the Microsoft Software.

1.5 MICROSOFT END USER LICENSE AGREEMENT -- the standard Microsoft license provided in Exhibit 1, which governs the Department's use of the Microsoft Software.

1.6 MICROSOFT SOFTWARE -- Microsoft Developer Visual C++ extended use redistributable code that forms part of the CASP Software.

2. ADDITIONAL TERMS AND CONDITIONS ASSOCIATED WITH DART SOFTWARE

- 2.1 Redistributables are supplied by LogicaCMG to the Department in object code form only and may not be further distributed to any party.
- 2.2 Any copyright or other proprietary notice of in or on the Dart software shall be included in all copies and partial copies of the Software made by the Department.

3. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE IMFPPLUS ENTERPRISE EDITION SOFTWARE

- 3.1 "IMFPPlus Enterprise Edition" means LogicaCMG's integration framework application, which supports the inter-operability of the LogicaCMG Software. The Department is licensed to use a run-time version of IMFPPlus Enterprise Edition to the extent necessary for the interoperability of the LogicaCMG Software or the direct integration of the LogicaCMG Software with external systems. Should the Department determine at a future date that it desires to use the IMFPPlus as a tool for the integration between non-LogicaCMG software products, then LogicaCMG's prior consent, as well as additional licensing fees and an amendment to the Agreement, or a separate additional agreement as may be appropriate, will be required.
- 3.2 Department may not alter the database(s) used by the IMFPPlus Enterprise Edition by enabling external programs to directly write to, and make changes in, such database(s).
- 3.3 Department may only use the CASP Software and the Microsoft Software as part its use of the IMFPPlus Enterprise Edition, as provided under section 3.1 above.
- 3.4 Certain components incorporated into IMFPPlus Enterprise Edition are Copyright © 2003 Candle Corporation, a California Corporation. All rights reserved. International copyright secured. All rights to the Candle trademarks incorporated herein are owned by Candle Corporation and are used, under license, by LogicaCMG and/or its licensors. Where the United States Government or an agency thereof is a customer or user of the IMFPPlus Enterprise Edition application which contains the CASP Software, the following additional terms apply: The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth herein and/or by Government Rights in Data Clause(s), as applicable (including but not limited to DFARS 252.227-7013(c)(ii) and FAR 52.227-19(a)-(d)). The Candle Corporation CASP Software components of IMFPPlus Enterprise Edition are "Unpublished—All rights reserved under United States Copyright laws. Manufacturer of CASP is Candle Corporation, 100 North Sepulveda Blvd., El Segundo, CA 90245."
- 3.5 Department's use of the Microsoft Software is subject to the terms of the Microsoft

End User License Agreement.

3.6 All title and intellectual property rights in and to the Microsoft Software and any copies are owned by Microsoft or its suppliers. All title and intellectual property rights in and to content accessed through using the Microsoft Software is the property of the respective content owner and may be protected by copyright or other intellectual property laws and treaties. Neither Candle nor Microsoft grants you rights to such content. The Microsoft Software is provided "as is" without express or implied warranty. All rights not expressly granted are reserved by Microsoft. No rights are granted to reproduce or distribute the Microsoft Software except in conjunction with and as part of CASP, subject to the following paragraph:

Candle distributors and value added resellers ("VAR", which includes LogicaCMG) who are expressly authorized in writing to reproduce and distribute (1) CASP and (2) the Microsoft Software may only distribute the Microsoft Software in object code form and in conjunction with and as a part of a software application product ("Application") developed by the distributor or VAR using Visual C++ that adds significant and primary functionality to CASP.

3.7 Department acknowledges that the CASP Software originated in the United States and the Department agrees to comply with any applicable U.S. laws, regulations, rulings and executive orders on exportation or reexportation (including without limitation export and destination control regulations, prohibitions against export or reexport to citizens of any prohibited Country Groups, and anti-boycott regulations) and with all applicable laws on import or marketing of the CASP Software. The CASP Software may not be exported or reexported outside the North and South America or otherwise used in violation of this Agreement or any applicable regulations or laws. These export restrictions shall survive termination, expiration or cancellation of this Agreement.

3.8 The IMFPlus Enterprise Edition is restricted for use within North or South America only.

4. BENEFICIARIES

4.1 Except for Microsoft, each Third Party Supplier is a direct and intended beneficiary of the following terms of the Agreement:

Paragraph 3.2 under Section 3, TERM; TERMINATION; SURVIVAL
Paragraph 5.4 under Section 5, GRANT
Section 13, CONFIDENTIALITY AND PROPRIETARY INFORMATION

4.2 Microsoft is a direct and intended beneficiary of the Microsoft End User License Agreement.

5. TITLE

5.1 The following additional terms and conditions shall be made a part of Section 4, TITLE, of the Agreement.

5.1.1 Candle owns all rights and copyright, including international copyright and title, to the CASP Software. All rights to the Candle trademarks incorporated within the *IMFPlus* Enterprise Edition are owned by Candle. All rights in the Microsoft Software are owned by Microsoft.

5.1.2 Any copyright or other proprietary notice in or on the *IMFPlus* Enterprise Edition shall be included in all copies and partial copies of the *IMFPlus* Enterprise Edition made by the Department. Department agrees not to remove any copyright notices appearing anywhere in the *IMFPlus* Enterprise Edition or any part thereof and to reproduce any copyright notice, trademark or other proprietary notices that may appear in any portion of the *IMFPlus* Enterprise Edition or related documentation. Trademarks and/or other proprietary marks of LogicaCMG, Candle or Microsoft that may be incorporated into the *IMFPlus* Enterprise Edition shall not be used by the Department for any other purpose.

6. GENERAL ADDITIONAL TERMS FOR ALL THIRD PARTY PRODUCTS

6.1 the Department agrees that the Third Party Suppliers shall have no liability to the Department or any third parties for any commitments made to the Department by LogicaCMG for any services delivered by LogicaCMG regarding the Software, including maintenance services.

6.2 LogicaCMG's relationship with each Third Party Supplier is that of an independent contractor. Neither LogicaCMG nor a Third Party Supplier is legally the partner of the other.

**ATTACHMENT B of Software Licensing Agreement
Licensed Entity**

This Attachment B is fully incorporated by reference into the attached Agreement.

Under the terms of this Agreement, the Software and subsequent Software updates will be licensed to the Department for use at the following operating divisions, called the "Licensed Entity", as follows:

The Licensed Entity is the current utility operations of the Department's Water and Power operating divisions and the total number of meters served through those operating divisions as of the Effective Date of this Agreement.

Department may elect to install the Software at any of Department's locations / facilities throughout California, Nevada, Arizona or Utah.

If through merger or acquisition the Department adds new meters or operating companies or divisions in the future, and desires to license those new meter points and operating companies or divisions for the Software covered by this Agreement, then the Department and LogicaCMG may, through a writing signed by both parties and through the Department's payment of additional licensing fees, amend this description of the Licensed Entity to include additional meter points and new or additional operating companies.

**ATTACHMENT C of Software Licensing Agreement
Licensing Fees**

Licensing fees have been paid separately from this Agreement. No licensing fees are due for the Software listed in Attachment A at the Effective Date of this Agreement.

**ATTACHMENT D of Software Licensing Agreement
Contractors**

This Attachment D is fully incorporated into the attached Agreement defines the use of the Software by the Department's Services Delivery Contractors (if any).

The provisions relating to Services Delivery Contractor use of the Software are as follows.

1. A Services Delivery Contractor of Department's Licensed Entity may, under the terms of this Attachment D, be permitted to use the Software licensed to Department through this Agreement. The services to be delivered by the Services Delivery Contractor must be within the scope of use of the Software as permitted by this Agreement. Such Services Delivery Contractor may not be a provider of (a) software products for the utility industry, including but not limited to work management information system or related software, GIS or GIS design software, other asset and resource management software, or mobile computing solutions for field work management and dispatching applications; (b) integrated information technology solutions for the utility industry, including work management information systems and GIS or GIS design solutions; and (c) work management or GIS consulting or related prime contractor or systems integration services.
2. The Software will remain licensed to Department and no licensing rights will be provided to the Services Delivery Contractor. When its Services Delivery Contractors use the Software, Department will be responsible for ensuring the use of the Software in accordance with the terms of this Agreement.
3. Any Services Delivery Contractor permitted to use the Software by Department will use the Software only to perform work on behalf of Department. the Software may not be used by the Services Delivery Contractor to perform other work for other companies. For the purposes of this permitted use, the Software will be installed only on computer devices owned, leased, or otherwise under the sole control of either Department or the Services Delivery Contractor.
4. Department will advise each Services Delivery Contractor in writing of the terms of use of the Software. These terms will include (a) Articles 4, 5, 7, 13 and 15 of the Agreement, (b) Attachments A, B and E of this Agreement, and (c) this Attachment D. Each Services Delivery Contractor will acknowledge in writing that it understands and will abide by these terms.
5. Department will require each Services Delivery Contractor to execute a nondisclosure agreement with Department. This agreement will include provisions that protect the Software and the terms of this Agreement from disclosure to third parties other than the Services Delivery Contractor and its employees.

-
6. Department will keep a written record of which Services Delivery Contractors are using the Software. LogicaCMG may audit these records in accordance with Article 5 of the attached Agreement.
 7. If a Services Delivery Contractor that is using the Software ceases to perform work for the Department's Licensed Entity, Department will ensure that either (a) the Software and any documentation that has been provided to the Services Delivery Contractor is returned to Department, or (b) the Services Delivery Contractor certifies in writing that it has destroyed all copies of the Software and any documentation that have been provided to the Services Delivery Contractor.

**Attachment E of Software Licensing Agreement
Microsoft EULA**

END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT-READ CAREFULLY: This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product(s) accompanying this EULA, which include(s) computer software and may include "online" or electronic documentation, associated media, and printed materials ("SOFTWARE PRODUCT"). By installing, copying, or otherwise using the SOFTWARE PRODUCT or any UPDATES (as defined below), you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, copy, or otherwise use the SOFTWARE PRODUCT; you may, however, return it to your place of purchase for a full refund. In addition, by installing, copying, or otherwise using any updates or other components of the SOFTWARE PRODUCT that you receive separately as part of the SOFTWARE PRODUCT ("UPDATES"), you agree to be bound by any additional license terms that accompany such UPDATES. If you do not agree to the additional license terms that accompany such UPDATES, you may not install, copy, or otherwise use such UPDATES.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed, not sold. NOTE: The terms of a printed, paper EULA which may accompany the SOFTWARE PRODUCT supersede the terms of any on-screen EULA found within the SOFTWARE PRODUCT.

1. LICENSE TO USE SOFTWARE PRODUCT

1.1 General License Grant. Microsoft grants to you as an individual, a personal, nonexclusive license to make and use copies of the SOFTWARE PRODUCT for the sole purposes of designing, developing, and testing your software product(s) that are designed to operate in conjunction with any Microsoft operating system product. You may install copies of the SOFTWARE PRODUCT on an unlimited number of computers provided that you are the only individual using the SOFTWARE PRODUCT. If you are an entity, Microsoft grants you the right to designate one individual within your organization to have the sole right to use the SOFTWARE PRODUCT in the manner provided above.

1.2 Documentation. This EULA grants you, as an individual, a personal, nonexclusive license to make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for personal purposes and are not to be republished or distributed (either in hard copy or electronic form) beyond the user's premises and with the following exception: you may use documentation identified in the MSDN Library portion of the SOFTWARE PRODUCT as the file format specification for Microsoft Word, Microsoft Excel, Microsoft Access, and/or Microsoft PowerPoint ("File Format Documentation") solely in connection with your development of software product(s) that operate in conjunction with Windows or Windows NT that are not general purpose word processing, spreadsheet, or database management software products or an integrated work or product suite whose components include one or more general purpose word processing, spreadsheet, or database management software products. Note: A product that includes limited word processing, spreadsheet, or database components along with other components that provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

1.3 **Storage/Network Use.** You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on computers used by a licensed end user in accordance with Section 1.1. A single license for the SOFTWARE PRODUCT may not be shared or used concurrently by other end users.

1.4 **Visual Studio-Effect of EULA.** This Section 1.4 also applies if the SOFTWARE PRODUCT is Microsoft Visual Studio, a suite of development tools and other software programs (each such tool or software program, a "Component"). Components that you receive as part of the SOFTWARE PRODUCT may include a separate end-user license agreement (each, a "Component EULA"). Except as provided in Section 6, in the event of inconsistencies between this EULA and any Component EULA, the terms of this EULA shall control.

1.5 **Microsoft Internet Explorer.** You may make and use copies of the Microsoft Internet Explorer for use on all computers for which you have a validly licensed copy of Microsoft operating system products.

2. **REDISTRIBUTABLE CODE-ADDITIONAL LICENSE RIGHTS.** In addition to the rights granted in Section 1, certain portions of the SOFTWARE PRODUCT, as described in this Section 2, are provided to you with additional license rights provided that you comply with the terms of Section 3.1.

2.1 **Sample Code.** Microsoft grants you the right to use and modify the source code version of those portions of the SOFTWARE PRODUCT identified as "Samples" in REDIST.TXT or elsewhere in the SOFTWARE PRODUCT ("Sample Code") for the sole purposes of designing, developing, and testing your software product(s), and to reproduce and distribute the Sample Code, along with any modifications thereof, only in object code form.

2.2 **Redistributable Code-Standard.** Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of any portion of the SOFTWARE PRODUCT listed in REDIST.TXT ("Redistributable Code"). NOTE: certain Redistributable Code may be subject to the restrictions in Section 2.3 if it is also identified as "Limited Use Redistributable Code."

2.3 **Redistributable Code-Limited Use.** Provided that you ALSO comply with the terms of Section 3.1.3, Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code form of those portions of the SOFTWARE PRODUCT listed in REDIST.TXT as Limited Use Redistributable Code ("Limited Use Redistributable Code").

2.4 **Visual C++ and Visual Studio-Microsoft Foundation Classes (MFC), Template Libraries (ATL), and C runtimes (CRTs).** If this EULA accompanies Visual C++ or Visual Studio, then in addition to the rights granted in Section 1, Microsoft grants you the right to use and modify the source code version of those portions of the SOFTWARE PRODUCT that are identified as MFC, ATL, or CRTs (collectively, the "VC Redistributables"), for the sole purposes of designing, developing, and testing your software product(s). Provided you comply with Section 3.1 and you rename any files created by you that are included in the Licensed Product (defined below), Microsoft grants you a nonexclusive, royalty-free right to reproduce and distribute the object code version of the VC Redistributables, including any modifications you make. For purposes of this section, "modifications" shall mean enhancements to the functionality of the VC Redistributables.

3. **DISTRIBUTION REQUIREMENTS; LICENSE RESTRICTIONS.**

3.1 **General.** The SOFTWARE PRODUCT may contain up to three categories of redistributable code, any redistribution of which by you requires compliance with the following terms.

3.1.1. **Redistributable Code-Standard.** If you are authorized and choose to redistribute Sample Code, Redistributable Code, and Limited Use Redistributable Code, (collectively, the "Redistributables") as described in Section 2, you agree to: (a) distribute the Redistributables in object code form and only in conjunction with and as a part of a software application product developed by you using the product accompanying this EULA that adds significant and primary functionality to the SOFTWARE PRODUCT ("Licensed Product"); (b) not use Microsoft's name, logo, or trademarks to market the Licensed Product; (c) include a valid copyright notice on the Licensed Product; (d) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the Licensed Product; (e) include "Copyright <year> Microsoft Systems Journal" in all Microsoft Systems Journal (MSJ) code used within your program(s); (f) otherwise comply with the terms of this EULA; and (g) agree that Microsoft reserves all rights not expressly granted. You also agree not to permit further distribution of the Redistributables by your end users except; (1) you may permit further redistribution of the Redistributables by your distributors to your end-user customers if your distributors only distribute the Redistributables in conjunction with, and as part of, the Licensed Product and you and your distributors comply with all other terms of this EULA; and (2) in the manner described in Section 3.1.2.

3.1.2 **Redistributable Code-Extended Use.** Visual Basic, Visual C++, Visual J++, and Visual Studio. If this EULA accompanies any of the Microsoft products listed in the heading of this subsection, and subject to your compliance with Section 3.1.1, you may permit your end users to reproduce and distribute the object code form of certain portions of the SOFTWARE PRODUCT (as listed in REDIST.TXT as "Extended Use Redistributable Code") only in conjunction with and part of a Licensed Product and/or Web page that adds significant and primary functionality to the Extended Use Redistributable Code. (NOTE: The foregoing license grant does not apply to files designated as Dbgrid.ocx and Graph32.ocx). You are authorized to exercise the foregoing rights provided that:

(a) you comply with Section 3.1.1, and

(b) your end user agrees to: (a) distribute the Extended Use Redistributable Code in object code only in conjunction with and as a part of a software application product developed by them that adds significant and primary functionality to the Extended Use Redistributable Code; (b) not use Microsoft's name, logo, or trademarks to market the End-User Application; (c) include a valid copyright notice on the End-User Application; (d) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorney's fees, that arise or result from the use or distribution of the End-User Application; and (e) not permit further distribution of the Extended Use Redistributable Code by the user of the End-User Application.

3.1.3 **Redistributable Code-Limited Use.** If you are authorized and choose to redistribute Limited Use Redistributable Code, in addition to the terms of Section 3.1.1, you must also comply with the following (as applicable to the corresponding portions of the SOFTWARE PRODUCT identified in REDIST.TXT as Limited Use Redistributable Code).

3.1.3.1 **"Jet" Files.** If you redistribute the "Jet Files" (as identified in the SOFTWARE PRODUCT) you agree to comply with the following additional requirements: (a) your Licensed Product shall not substantially duplicate the capabilities of Microsoft Access or, in the reasonable opinion of Microsoft, compete with same; and (b) unless your Licensed Product requires your customers to license Microsoft Access in order to operate, you shall not reproduce or use any of the Jet Files for commercial distribution in conjunction with a general purpose word processing, spreadsheet or database management software product, or an integrated work or product suite whose components include a general purpose word processing, spreadsheet, or database management software product except for the exclusive use of importing data to the various formats supported by Microsoft Access. Note: A product that includes limited word processing, spreadsheet or database components along with other components which provide significant and primary value, such as an accounting product with limited spreadsheet capability, is not considered to be a "general purpose" product.

3.1.3.2 Microsoft Data Access Components. If you redistribute the Microsoft Data Access Component file identified as MDAC_TYP.EXE, you also agree to redistribute such file in object code only in conjunction with and as a part of a Licensed Product developed by you with a Microsoft development tool product that adds significant and primary functionality to MDAC_TYP.EXE.

4. MICROSOFT WINDOWS NT OPTION PACK COMPONENTS. Notwithstanding anything to the contrary contained in this EULA, solely for those portions of the SOFTWARE PRODUCT identified as the Microsoft Windows NT Option Pack Components, the following provisions apply. Note that your use of the Microsoft Windows NT Option Pack Components is (a) subject to your prior acquisition of a validly licensed copy of certain Microsoft operating system or server products; and (b) all capitalized terms in this Section 4 refer to those terms as defined in the end user-license agreement for the Windows NT Option Pack Component referenced in the respective paragraphs of this Section (all such terms are noted in brackets):

4.1 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER ENTERPRISE EDITION 4.0 OR MICROSOFT BACKOFFICE 2.5, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT SERVER 4.0, MICROSOFT WINDOWS NT SERVER ENTERPRISE EDITION 4.0, OR MICROSOFT BACKOFFICE 2.5, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 4.1, THE "WINDOWS NT SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT MESSAGE QUEUE SERVER, MICROSOFT TRANSACTION SERVER, MICROSOFT INTERNET INFORMATION SERVER AND THE INTERNET CONNECTION SERVICES FOR MICROSOFT REMOTE ACCESS SERVICE. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR OTHERWISE USE ANY OF THE OTHER WINDOWS NT OPTION PACK COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

4.1.1 General. The Windows NT Software Components contain server software and client software which are deemed part of the [Server Software] and [Client Software], respectively, of Microsoft Windows NT Server 4.0 (either as a standalone product or as a component of Microsoft BackOffice) or Microsoft Windows NT Server, Enterprise Edition 4.0, as applicable. If you have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5 (each referred to individually as a ["SOFTWARE PRODUCT"]), you are authorized to use the Windows NT Software Components under the terms and conditions of the EULA applicable to such product, except as set forth herein.

4.1.2 For Microsoft Windows NT Server-Client Access. In addition to the [Client Access] requirements currently set forth in the applicable EULA, you need a separate [Client Access License] for Windows NT Server. In order to access or otherwise utilize the following Windows NT Server basic network/application services or [Server Software] components: Microsoft Message Queue Server (sending or receiving messages from Microsoft Message Queue Server), Microsoft Transaction Server (invoking component-based applications managed by Microsoft Transaction Server), and Remote Access Service (accessing the server from a remote location through a communications link). Note: Remote Access Service includes the use of Internet Connection Services, including Internet Authentication Services (validation or transference of a remote access request) or Connection Point Services (remotely configuring the Microsoft Connection Manager Client with new phone numbers or other data). Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either the [Server Software] or [Client Software] for Microsoft Message Queue Server, Microsoft Transaction Server or Microsoft Internet Information Server to any third party without Microsoft's prior written approval. Installation on a Single [Server]. The [Server Software] components that make up the applicable [SOFTWARE PRODUCT] may only be installed together for use on one [Server] and may not be separated, unless otherwise provided

herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

4.1.3 For Microsoft Internet Information Server-Use. Notwithstanding anything to the contrary contained in the applicable EULA, you do not need a separate [Client Access License] to access or otherwise utilize the services of Microsoft Internet Information Server, except to the extent that a [Server] or [Server Software] component which requires a [Client Access License] is accessed or utilized by Microsoft Internet Information Server.

4.1.4 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of each [SOFTWARE PRODUCT] which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Server 4.0, Microsoft Windows NT Server Enterprise Edition 4.0 or Microsoft BackOffice 2.5, you have no rights under the foregoing section.

4.2 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS NT WORKSTATION 4.0, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS NT WORKSTATION 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 4.2, THE "WINDOWS NT WORKSTATION SOFTWARE

COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT TRANSACTION SERVER AND MICROSOFT PERSONAL WEB SERVER. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS NT WORKSTATION SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

4.2.1 General. The Windows NT Workstation Software Components are deemed part of Microsoft Windows NT Workstation 4.0 (the ["SOFTWARE PRODUCT"]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. Use Limitation. At any point in time, only a maximum of two (2) computers (instead of ten (10) are permitted to use the services of the Microsoft Transaction Server component. The two (2) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either of the Windows NT Workstation Software Components to any third party without Microsoft's prior written approval.

4.2.2 Additional Rights and Restrictions. You also have the right to make additional copies of the Windows NT Workstation Software Components equal to the number of validly licensed copies of Microsoft Windows NT Workstation 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows NT Workstation 4.0, you have no rights under the foregoing section.

4.3 IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, THE FOLLOWING TERMS APPLY TO YOU:

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT BACKOFFICE SMALL BUSINESS SERVER 4.0, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS NT SOFTWARE COMPONENTS (AS DEFINED PREVIOUSLY IN SECTION 4.1). EVEN IF YOU HAVE THE RIGHT TO USE THE WINDOWS NT SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR OTHERWISE USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

4.3.1 **General.** The Windows NT Software Components contain server software and client software which is deemed part of the [Server Software] and [Client Software], respectively, of Microsoft BackOffice Small Business Server 4.0, and is therefore subject to the terms and conditions of its EULA, except as otherwise provided herein. Note on Microsoft Site Server Express. You may freely copy and distribute Microsoft Site Server Express for your use on any computer within your organization.

4.3.2 **Additional Rights and Restrictions.** You also have the right to make additional copies of the Windows NT Software Components equal to the number of validly licensed copies of Microsoft BackOffice Small Business Server 4.0 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft BackOffice Small Business Server 4.0, you have no rights under the foregoing section.

4.4 **IF YOU USE THE SOFTWARE COMPONENTS AS PART OF MICROSOFT WINDOWS 95, THE FOLLOWING TERMS APPLY TO YOU:**

NOTE: IF YOU DO NOT HAVE A VALID LICENSE FOR MICROSOFT WINDOWS 95, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE WINDOWS 95 SOFTWARE COMPONENTS. FOR PURPOSES OF THIS SECTION 4.4, THE "WINDOWS 95 SOFTWARE COMPONENTS" SHALL MEAN THE FOLLOWING SOFTWARE COMPONENTS: MICROSOFT PERSONAL WEB SERVER AND MICROSOFT TRANSACTION SERVER FOR WINDOWS 95. EVEN IF YOU HAVE A RIGHT TO USE THE WINDOWS 95 SOFTWARE COMPONENTS, YOU DO NOT HAVE ANY RIGHT TO INSTALL, COPY OR USE ANY OF THE OTHER SOFTWARE COMPONENTS, UNLESS OTHERWISE PROVIDED IN A DIFFERENT PARAGRAPH OF THIS SECTION.

4.4.1 **General.** The Windows 95 Software Components are deemed part of Microsoft Windows 95 (the ["SOFTWARE PRODUCT"]), and are therefore subject to the terms and conditions of its EULA, except as otherwise provided herein.

4.4.2 **Use Limitation.** At any point in time, a maximum of ten (10) computers are permitted to use the services of the Microsoft Personal Web Server component. The ten (10) computer maximum includes any indirect uses made through software or hardware which pools or aggregates uses. The Microsoft Transaction Server for Windows 95 component may not be used as a network server; that is, no computers or workstations may access or utilize any network services of that component. Performance or Benchmark Testing. You may not disclose the results of any benchmark test of either of the Windows 95 Software Components to any third party without Microsoft's prior written approval.

4.4.3 **Additional Rights and Restrictions.** You also have the right to make additional copies of the Windows 95 Software Components equal to the number of validly licensed copies of Microsoft Windows 95 which you have, and you may use each copy in the manner specified above. If you do not have a valid license for Microsoft Windows 95, you have no rights under the foregoing section.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

5.1 **Not For Resale Software.** If the SOFTWARE PRODUCT is labeled "Not For Resale" or "NFR," then you may not resell, or otherwise transfer for value, the SOFTWARE PRODUCT.

5.2 **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

5.3 Rental. You may not rent, lease, or lend the SOFTWARE PRODUCT.

5.4 Trademarks. This EULA does not grant you any rights in connection with any trademarks or service marks of Microsoft.

5.5 Support Services. Microsoft may provide you with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Microsoft policies and programs described in the user manual, in "online" documentation

and/or in other Microsoft-provided materials. Any supplemental software code provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA. With respect to technical information you provide to Microsoft as part of the Support Services, Microsoft may use such information for its business purposes, including for product support and development. Microsoft will not utilize such technical information in a form that personally identifies you.

5.6 Software Transfer. The initial user of the SOFTWARE PRODUCT may make a one-time permanent transfer of this EULA and SOFTWARE PRODUCT only directly to an end user. This transfer must include all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of consignment or any other indirect transfer. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to further transfer this EULA and SOFTWARE PRODUCT.

5.7 Separation of Components. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use by more than one user.

5.8 Termination. Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

6. PRERELEASE CODE. Portions of the SOFTWARE PRODUCT may be identified as prerelease code ("Prerelease Code"). Such Prerelease Code is not at the level of performance and compatibility of the final, generally available product offering. The Prerelease Code may not operate correctly and may be substantially modified prior to first commercial shipment. Microsoft is not obligated to make this or any later version of the Prerelease Code commercially available. The grant of license to use Prerelease Code expires upon availability of a commercial release of the Prerelease Code from Microsoft. NOTE: In the event that Prerelease Code contains a separate end-user license agreement, the terms and conditions of such end-user license agreement shall govern your use of the corresponding Prerelease Code.

7. UPGRADES. If the SOFTWARE PRODUCT is labeled as an upgrade, you must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

8. **COPYRIGHT.** All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Microsoft.

9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

10. **EXPORT RESTRICTIONS.** You agree that you will not export or re-export the SOFTWARE PRODUCT, any part thereof, or any process or service that is the direct product of the SOFTWARE PRODUCT (the foregoing collectively referred to as the "Restricted Components"), to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any end-user who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the BXA nor any other U.S. federal agency has suspended, revoked, or denied your export privileges.

11. **NOTE ON JAVA SUPPORT. THE SOFTWARE PRODUCT CONTAINS SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.**

MISCELLANEOUS

If you acquired this product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this product in Canada, this EULA is governed by the laws of the Province of Ontario, Canada. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and

further agrees to commence any litigation which may arise hereunder in the courts located in the Judicial District of York, Province of Ontario.

If this product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact Microsoft, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

LIMITED WARRANTY

LIMITED WARRANTY. Except with respect to the REDISTRIBUTABLES, which are provided "as is," without warranty of any kind, Microsoft warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying written materials for a period of ninety (90) days from the date of receipt, and (b) any Support Services provided by Microsoft shall be substantially as described in applicable written materials provided to you by Microsoft, and Microsoft support engineers will make commercially reasonable efforts to solve any problem. To the extent allowed by applicable law, implied warranties on the SOFTWARE PRODUCT, if any, are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

CUSTOMER REMEDIES. Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option, either (a) return of the price paid, if any, or (b) repair or replacement of the SOFTWARE PRODUCT that does not meet Microsoft's Limited Warranty and that is returned to Microsoft with a copy of your receipt. This Limited Warranty is void if failure of the SOFTWARE PRODUCT has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source.

NO OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE PRODUCT, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, MICROSOFT'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT OR U.S.\$5.00; PROVIDED, HOWEVER, IF YOU HAVE ENTERED INTO A MICROSOFT SUPPORT SERVICES AGREEMENT, MICROSOFT'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES

SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

GARANTIE LIMITEE

GARANTIE LIMITEE - Sauf pour celles du REDISTRIBUABLES, qui sont fournies "comme telles," sans aucune garantie quelle qu'elle soit, Microsoft garantit que (a) la performance du LOGICIEL sera substantiellement en conformité avec la documentation qui accompagne le LOGICIEL, pour une période de quatre-vingt-dix (90) jours à compter de la date de réception; et (b) tout support technique fourni par Microsoft sera substantiellement en conformité avec toute documentation afférente fournie par Microsoft et que les membres du support technique de Microsoft feront des efforts raisonnables pour résoudre toute difficulté technique découlant de l'utilisation du LOGICIEL. Certaines juridictions ne permettent pas de limiter dans le temps l'application de la présente garantie. Aussi, la limite stipulée ci-haut pourrait ne pas s'appliquer dans votre cas. Dans la mesure permise par la loi, toute garantie implicite portant sur le LOGICIEL, le cas échéant, est limitée à une période de quatre-vingt-dix (90) jours.

RECOURS DU CLIENT - La seule obligation de Microsoft et de ses fournisseurs et votre recours exclusif seront, au choix de Microsoft, soit (a) le remboursement du prix payé, si applicable, ou (b) la réparation ou le remplacement du LOGICIEL qui n'est pas conforme à la Garantie Limitée de Microsoft et qui est retourné à Microsoft avec une copie de votre reçu. Cette Garantie Limitée est nulle si le défaut du LOGICIEL est causé par un accident, un traitement abusif ou une mauvaise application. Tout LOGICIEL de remplacement sera garanti pour le reste de la période de garantie initiale ou pour trente (30) jours, selon la plus longue de ces périodes. A l'extérieur des Etats-Unis, aucun de ces recours non plus que le support technique offert par Microsoft ne sont disponibles sans une preuve d'achat provenant d'une source autorisée.

AUCUNE AUTRE GARANTIE - DANS LA MESURE PREVUE PAR LA LOI, MICROSOFT ET SES FOURNISSEURS EXCLUENT TOUTE AUTRE GARANTIE OU CONDITION, EXPRESSE OU IMPLICITE, Y COMPRIS MAIS NE SE LIMITANT PAS AUX GARANTIES OU CONDITIONS IMPLICITES DU CARACTERE ADEQUAT POUR LA COMMERCIALISATION OU UN USAGE PARTICULIER EN CE QUI CONCERNE LE LOGICIEL OU CONCERNANT LE TITRE, L'ABSENCE DE CONTREFAAON DUDIT LOGICIEL, ET TOUTE DOCUMENTATION ECRITE QUI L'ACCOMPAGNE, AINSI QUE POUR TOUTE DISPOSITION CONCERNANT LE SUPORT TECHNIQUE OU LA FAAON DONT CELUI-CI A ETE RENDU. CETTE GARANTIE LIMITEE VOUS ACCORDE DES DROITS JURIDIQUES SPECIFIQUES.

PAS DE RESPONSABILITE POUR LES DOMMAGES INDIRECTS - MICROSOFT OU SES FOURNISSEURS NE SERONT PAS RESPONSABLES, EN AUCUNE CIRCONSTANCE, POUR TOUT DOMMAGE SPECIAL, INCIDENT, INDIRECT, OU CONSEQUENT QUEL QU'IL SOIT (Y COMPRIS, SANS LIMITATION, LES DOMMAGES ENTRAINES PAR LA PERTE DE BENEFICES, L'INTERRUPTION DES ACTIVITES, LA PERTE D'INFORMATION OU TOUTE AUTRE PERTE PECUNIAIRE) DECOULANT DE OU RELIE A LA LICENCE D'ACCES DU CLIENT ET CE, MEME SI MICROSOFT A ETE AVISEE DE LA POSSIBILITE DE TELS DOMMAGES. LA RESPONSABILITE DE MICROSOFT EN VERTU DE TOUTE DISPOSITION DE CETTE CONVENTION NE POURRA EN AUCUN TEMPS EXCEDER LE PLUS ELEVE ENTRE I) LE MONTANT EFFECTIVEMENT PAYE PAR VOUS POUR LA LICENCE D'ACCES DU CLIENT OU II) U.S.\$5.00. ADVENANT QUE VOUS AYEZ CONTRACTE PAR ENTENTE DISTINCTE AVEC MICROSOFT POUR UN SUPPORT TECHNIQUE ETENDU, VOUS SEREZ LIE PAR LES TERMES D'UNE TELLE ENTENTE.

La présente Convention est régie par les lois en vigueur dans la province d'Ontario, Canada. Chacune des parties à la présente reconnaît irrévocablement la compétence des tribunaux de la province d'Ontario et consent à instituer tout litige qui pourrait découler de la présente auprès des tribunaux situés dans le district judiciaire de York, province d'Ontario.

Au cas où vous auriez des questions concernant cette licence ou que vous désiriez vous mettre en rapport avec Microsoft pour quelque raison que ce soit, veuillez contacter la succursale Microsoft desservant votre pays, dont l'adresse est fournie dans ce produit, ou écrire à: Microsoft Sales Information Center, One Microsoft Way, Redmond, Washington 98052-6399.

EXHIBIT A - SOFTWARE OPERATION AND MAINTENANCE

Section 1 Statement of Work - Standard Core Software Proprietary Maintenance Program Services For Power Systems

1.1 Proprietary Tasks Description

- Access to source code, either directly or indirectly, and to the proprietary business logic within the application.
- System Interfaces – programming and configuration related to Logica API.
- Technical support related to any impacts of any proprietary software.
- Technical resource for software upgrades, periodic maintenance, performance tuning of system, and business process enhancements implementation.
- Develop application extension for Department business within framework of proprietary services.

The following table defines the Program Services that are included in this Agreement.

Service	Description	Program Service Level
Software Maintenance		
Logica Core Software Proprietary Maintenance Program Services as described in this Section.	For each year of the Term, Logica will provide the Program Services defined herein.	<p>Access to Service</p> <ol style="list-style-type: none"> 1. Logica's SSG is the conduit through which core Software Program Services under this Exhibit G are provided to the LADWP. SSG Services are provided from Logica's SSG offices. Services are delivered via telephone, Internet, email and/or facsimile contact. 2. Remedy, an Internet-based tracking system used by the SSG, shall be the principal method by which the LADWP reports possible core Software Defects to Logica and makes other Software inquiries. The LADWP may report possible Core Software defects via remedy 24 hours a day. 3. During Logica's normal business hours, from 8:00 a.m. (CST/CDT) to 5:00 p.m. (CST/CDT), Monday through Friday excluding Logica holidays, the LADWP may contact the Logica SSG to raise questions related to the operation and use of the core Software that do not involve Defect reporting. 4. Logica will also enable the LADWP to raise questions via faxes and email. 5. Logica responses to telephone calls, faxes and email received from the LADWP will be handled during normal business hours. 6. Emergency help required after Logica's normal business hours (including weekends and holidays) will

Service	Description	Program Service Level
		<p>be provided through Logica's telephone messaging and emergency-only pager access.</p> <p><u>Nature of Program Services</u></p> <p>This Program offers Maintenance Services for Logica standard core Software. The Program is not intended to provide a "Help Desk" facility in lieu of the LADWP's own user support facility, nor is it intended to supply consulting services or take the place of periodic training of the LADWP's users. Logica expects the LADWP to establish a Help Desk that provides a first line of response for day-to-day operational questions and through which maintenance inquiries about the Software can be routed to Logica.</p> <p><u>Contact Information</u></p> <p>Logica will provide the LADWP with the applicable Internet and email addresses and the telephone numbers for the Services above. Telephone numbers will be toll-free in the United States and Canada. Logica will notify the LADWP in advance of any change to contact information.</p>
Defect Resolution		
Definition of a Defect in the Software	For the purposes of the Program under this Exhibit A Section 1, a Defect is defined as any covered core Software function, window, control, report, or process operating in the LADWP's production environment for Logica's Core Software that does not function as specified in the applicable documentation.	Defects are classified according to the priority categories identified herein. Standard product documentation supplied by Logica will provide the specifications that apply to the standard Software and will be used in validating a reported Defect.
Investigate and rectify Software defects	<p>Logica handles Defects through a structured, step-wise resolution process .</p> <p>Defect reporting is made by customers through Remedy, a defect reporting system that is accessed through the Internet. The current status of reported Defects and other information about each Defect is supplied to customers when they access Remedy.</p> <p>(A) When the LADWP reports a possible Defect by accessing the Remedy system through the Internet, Logica will provide the LADWP a Defect tracking number via email for future reference, and then:</p>	<p><u>Logica's Standard Defect Priority Classifications Under This Program Are As Follows:</u></p> <p><u>Priority 1:</u> means a Defect in which a critical task to be performed by the Software cannot be completed and/or data corruption has occurred, and there is no known workaround.</p> <p><u>Process:</u> For priority 1 Defects, Logica's immediate, primary objective will be to restore the Software to normal operation and/or to define a workaround to restore the stability of the Software. If a workaround is possible, Logica will, after providing the workaround, continue to work on the Defect according to the process identified by the SSG to the Department's representative.</p> <p>Once a priority 1 Defect has been identified, Logica personnel will work continuously, in close communication with Department personnel, maintaining routine contact through the Remedy tracking system, and if necessary, also by email, phone or facsimile, until there is a resolution of the</p>

Service	Description	Program Service Level
	<p>(B) The SSG will:</p> <ul style="list-style-type: none"> • assess the action required by the Defect • define the resolution steps <p>(C) The SSG will then:</p> <ul style="list-style-type: none"> • inform the LADWP of the priority level assigned to the Defect if different than entered by the LADWP into Remedy • indicate the resolution process the SSG expects to follow, if different than the standard process identified in this Agreement; and • where possible, provide an initial estimated target timeframe for Defect resolution. <p>(D) While a Defect resolution is pending, the SSG will supply periodic updates via Remedy or via email that summarize the status of Defects to the LADWP's representative.</p> <p>(E) As appropriate, the SSG will:</p> <ul style="list-style-type: none"> • request further information from the LADWP <li style="text-align: center;">or • reject the Defect report as not an error in the Software in accordance with the standard product specifications and/or the exclusions stated herein. <p>(F) If Logica rejects a Defect report, Logica will provide a written explanation of the rejection to the LADWP.</p> <p>(G) If a customer reports a Priority 1 Defect during Logica's standard SSG hours, Logica will provide an initial response (i.e., confirmation of the Defect report) within two (2) hours after receipt of the customer's request.</p> <p>(H) During Logica's non-business hours, Logica will provide an initial response to emergency pager requests associated with</p>	<p>problem.</p> <p>Resolution Target: the SSG will use its best and continuous efforts to resolve a priority 1 problem within 48 hours of the SSG's validation of the Defect. The Parties acknowledge that it will not be possible to meet this target in all cases. However, Logica personnel will work continuously to resolve the problem, even after the 48 hours has passed.</p> <p>Priority 2: means a portion of the system is impacting performance and efficiency and one or more workarounds exist that have to be applied. If necessary, the appropriate management of each organization will discuss and agree to the workaround to be implemented.</p> <p>Process: All priority 2 Defects will be researched promptly and when corrections are made, they will be issued to customers enrolled in a Logica maintenance program.</p> <p>Logica will provide periodic updates to the LADWP regarding the status of priority 2 Defects.</p> <p>Resolution Target: the SSG will use its best efforts to issue Priority 2 Defect fixes on a twice-yearly basis (within 180 days of Defect validation). The Parties acknowledge that it will not be possible to meet this target in all cases.</p> <p>Priority 3: means the Defect may affect production but a relatively simple workaround is available (if applicable) or the Defect is cosmetic or represents a nuisance.</p> <p>Process: Priority 3 Defect corrections will, when made, be incorporated into a new Standard Release as such Releases become available.</p> <p>Resolution Target: Targets for Priority 3 resolution will vary. Typically, although not always, such items will be corrected no later than 12-18 months following the initial Defect report. Should a customer wish to move the schedule of Priority 3 items forward, then Logica may do so by mutual agreement on a "Time and Materials" basis at rates quoted to the LADWP for the additional staffing and efforts required.</p> <p>Other Reports: In addition to the various customer communications described herein, Logica will also hold telephone conference calls on a regular basis, typically although not always quarterly, to update the LADWP on the status of issues concerning the Software. The Remedy tracking system will provide status tracking for reported Defects.</p>

Service	Description	Program Service Level
	<p>Priority 1 Defects within three (3) hours.</p> <p><i>Final response and resolution will be as set forth under "Program Service Level."</i></p> <p>(I) Logica will use commercially reasonable efforts to provide resolutions to reported Defects submitted by the LADWP to Logica. In every case where available and practical, the SSG will provide a workaround to the LADWP in its initial report. A workaround typically consists of verbal instructions for keeping production going despite the existence of a Defect. If necessary, the appropriate management of each organization will discuss and agree to the workaround to be implemented.</p> <p>(J) Once a Defect has been fixed, Logica's SSG will test the component of the Software containing the Defect, build a "patch" or maintenance Release containing the fix, test the Release, and then send the Release to the LADWP. Said Release will then become part of the licensed Software and subject to the terms and conditions of the LADWP's licensing agreement(s).</p> <p>Once the LADWP has confirmed that the Release has remedied the reported Defect, Logica's SSG will update the status of the Defect in the Defect tacking system to "closed".</p>	
Exclusions	Certain types of circumstances are excluded from coverage under the Program.	<p><u>Exclusions from the Maintenance Program:</u></p> <p>Except as may be specifically agreed in writing by Logica to the contrary, the Program excludes correction of the following:</p> <ul style="list-style-type: none"> (a) Reported Defects or loss of functionality due to or arising from any customizations made to any part of the Software by the LADWP or any third party; and (b) Reported Defects due to or arising from accident, misuse, fault or negligence of the LADWP, its employees, agents or Logica; or by causes external to the Software, or otherwise beyond Logica's reasonable

Service	Description	Program Service Level
		<p>control; and</p> <p>(c) Reported Defects or loss of functionality due to or arising from improper installation of the Software in a production environment (unless the problem occurred as a result of the LADWP's having followed Logica's installation instructions); and</p> <p>(d) Correction of errors associated with components of the LADWP's computer hardware or software – for example, problems originating in data, third-party hardware, or non-Logica software not covered by this Program; and</p> <p>(e) Reported Defects or loss of functionality due to or arising from data configurations maintained by the LADWP relating to the <i>IMFP/us</i> application (if supplied and installed); and</p> <p>(f) Reported Defects or loss of functionality due to or arising from use by the LADWP of software or hardware products not tested by Logica to run with the Software; and</p> <p>(g) Modifications made by the LADWP, or any third party, to the database(s) used by the Software where such modifications enable external programs to directly write to, and make changes in, such database(s).</p> <p style="padding-left: 40px;">(i) If the LADWP desires to make such modifications, the LADWP shall notify Logica in writing, giving the details of the modifications that are required and the purpose therefor.</p> <p style="padding-left: 40px;">(ii) Logica shall review the request and shall then notify the LADWP in writing that it approves or disapproves the request. In addition, Logica will advise the LADWP of alternate methods of achieving the desired result.</p> <p>(h) Modifications made by the LADWP, or any third party not authorized by Logica, that involve the addition of stored procedures or triggers to the database(s) used by the Software.</p> <p>Time expended by Logica in researching excluded problems will be billable to the LADWP on a time and materials basis at Logica's then-current rates. Logica will notify the LADWP that such billing will take place and the billing will begin from the point of notification forward. The LADWP will have the option to request a proposal that defines a work scope, and a fixed price fee therefor, to resolve the issue.</p>
<p>Operating Environment</p>		

Service	Description	Program Service Level
Support		
<p>The LADWP will maintain an Operating Environment that supports the Software</p>	<p>In order for Logica to provide Services for the Software covered by this Agreement, the LADWP agrees that it will use an Operating Environment that supports the covered Software. "Operating Environment" here means the technical environment components such as the server hardware platform, client hardware platform, operating system, other third-party software including database software, and any other components required for operation of the Software.</p> <p>Logica will notify the LADWP of its intention to change the definition of what Operating Environments are supported by the Software in advance of such change.</p>	<p>At the start of the Term of this Agreement, the LADWP will have deployed the Software on a currently-supported Operating Environment in which the Software will operate.</p> <p>If the LADWP desires to change this currently-supported Operating Environment to a different Operating Environment, the LADWP will notify the SSG in advance and confirm that the proposed different Operating Environment currently supports the Software.</p> <p>If Logica does not currently support the LADWP's proposed different Operating Environment, Logica will so notify the LADWP.</p>
Standard and Maintenance Releases of Software		
<p>The LADWP will use only Software Releases supported by Logica.</p>	<p>Included:</p> <p>See description in column at right.</p> <p>Not Included:</p> <ul style="list-style-type: none"> • Installation of Core Software Releases or any implementation Services for Releases. <p>Installation and implementation of Standard Releases by Logica is required. Installation / implementation services will take place principally at the LADWP's site.</p> <p>For each Standard Release, Logica and the LADWP will define a Statement of Work for installation and implementation services which will include an agreed work scope, pricing and timeline.</p>	<p>Standard Release</p> <p>A Release of software for a core Software product or module covered by this Program that provides enhancements or improvements to that existing product or module. Standard Releases are provided periodically at no additional charge to subscribers to its maintenance Program. Standard Releases, when made, will be "Product Suite" releases, encompassing changes for all product modules (if more than one product or module applies) licensed by the LADWP in one Release.</p> <p>Logica or its applicable Third Party Supplier will identify when a Release constitutes a Standard Release. Such a Release may be a two-digit numbered Release (for example, 4.0) or a three-digit numbered Release (for example, 4.0.1) at Logica's or its Third Party Supplier's discretion.</p> <p>A Standard Release may also include, as applicable:</p> <ul style="list-style-type: none"> • Defect corrections (sometimes also issued in interim Maintenance Releases) • Release notes (including installation description) • Database conversion scripts • Updates to any standard documentation • A redeveloped version of an existing product or module ("existing" for purposes of this Agreement)

Service	Description	Program Service Level
		<p>meaning a product or module currently licensed by the LADWP) that represents a new technology platform, if and when such a version is made available</p> <p>In order to obtain maintenance services under this Program, the LADWP must be using in production the current Standard Release of Software or the immediately preceding Standard Release.</p> <p>Customers enrolled in Logica maintenance Programs will be advised in advance that a Standard Release is scheduled so that they can plan for its implementation.</p> <p><u>Maintenance Release</u></p> <p>A Release of Software providing Defect fixes for an existing product or module and/or for any custom software covered by this Program. Maintenance Releases are provided by Logica as needed and are included in the Annual Fee for this Program.</p> <p>At Logica's discretion, depending on the timing and nature of the Release, a Maintenance Release may be numbered with two, three or four digits.</p> <p>The LADWP acknowledges its understanding that:</p> <p>(a) patches and Maintenance Releases are iterative; that is, each patch or Maintenance Release builds upon past fixes; and if the LADWP desires to install a specific patch or Maintenance Release, it must also install or have installed all prior patches or Maintenance Releases first;</p> <p>(b) upon reporting a Defect that has been remedied by issuance of a previous patch or Maintenance Release, the LADWP will be informed, as part of the Defect reporting process, that the Defect is no longer considered a Defect since it has been fixed by a previously-issued patch or Release; and</p> <p>(c) when Logica provides the LADWP with a new Standard Release, the LADWP will be required to install or have installed all previously-issued Maintenance Releases prior to installing the new Standard Release.</p> <p>Note that all maintenance releases will be provided based upon the current build of the applicable Software.</p>

1.2 The LADWP's Obligations in order to receive program services

The LADWP and Logica agree that the following obligations are required for Logica's delivery of Program Services under the terms of this Agreement.

1.2.1 Maintenance Obligations

The LADWP shall unless otherwise agreed:

- (A) Use only those Releases(s) of Software supported and supplied by Logica under the Maintenance Program, operating in an Operating Environment supported by the Software. In order to obtain maintenance services under this Program, the LADWP must be using in production the current Standard Release of Core Software or the immediately preceding Standard Release.
- (B) Keep full back-up copies of Software, including Releases, and keep a record of the location of such copies which shall be open to inspection by Logica, at reasonable times upon reasonable notice during the LADWP's normal business hours.
- (C) Use its reasonable skill and care to follow any investigative procedure specified by Logica and agreed by the LADWP, reasonably cooperate with Logica in diagnosing and rectifying any fault or error, and subject to the LADWP's security and operational requirements, grant Logica access to the LADWP's premises and facilities during normal office hours; and
- (D) Enable Logica to access the LADWP's location and/or systems via remote access, in accordance with security guidelines determined and agreed with the LADWP, as necessary for Logica to perform the Services under this Agreement; and
- (E) Make available to Logica all information and LADWP resources reasonably required by Logica to enable Logica to perform the Services under this Agreement; and
- (F) Maintain an internal Help Desk capability to answer routine operational questions from internal users about the Software, and assign a person on the LADWP's staff to be responsible to report Defects and questions to the Logica SSG; and
- (G) Maintain the data configurations associated with integration framework tools (if installed); and
- (H) Test each Release within a LADWP test environment before deploying same into a production environment.

1.2.2 Upgrade Implementation Services

The LADWP will involve Logica in any planning discussions regarding upgrades (Standard Releases) in order to enable Logica to define the level of upgrade support services that may be required from Logica and in order to help mitigate the LADWP's risk and ensure a successful upgrade effort. No upgrade services are included in this program or the pricing shown herein.

Section 2 Statement of Work - Proprietary Support Task for Power System's Software include:

2.1 Application Extension Software Maintenance Services

Personnel responsible should possess extensive knowledge of the applications including but not limited to the followings:

- a) Programming and additional applications
- b) System and management reporting development, including upgrades to current web system for operations and management reports, and development of system reliability reports
- c) Data conversion, documentation, consulting services, quality assurance and [project management as related to the EWMIS/MWMIS, Resource Manger, Field Manger, and Automated Vehicle Location (AVL) systems
- d) Programming and Support Tasks of Software as related to the existing legacy applications and Interfaces, and web based applications
- e) Provides programming tasks services for the Integration of the existing Power System applications including but not limited to Outage Management System (OMS), GeoSpatial Electric System (GES), Power Information (PI) Historian System, Employee Information System (EIS), Customer Information System (CIS), Customer Information System Connect (CISCON), Fleet Management System (FMS), WorkTech, Timekeeping, Responsibility Cost Account System (RCAS), Material Management System (MCS)/Material Management System (MMS).
- f) Programming services for additional Power System Applications, including PDMS/FileNet, Pictometry, Transmission System, and Maximo, and integration of these applications into the Power System core applications listed above
- g) The following operational functions:
 - i.) On the UNIX server, every morning check all the interface and system log files and resolve the errors, if any.
 - ii.) Create INIX shell scripts for running jobs / interfaces on the server.
 - iii.) Check for and resolve any database locking issues.
 - iv.) Analyze, design and develop applications for reporting, tracking invoices, etc. using tolls such as PowerBuilder and Oracle.
 - v.) Document all operations and maintenance activities that need to be performed on the servers and desktops.
 - vi.) Resolve any MQ Series errors that might be encountered by the interfaces between WMIS and the legacy applications on the Mainframe.
 - vii.) Test and apply PowerBuilder and Oracle patches that are delivered by these application vendors.
 - viii.) Develop, test and install interfaces between WMIS and outside applications using tolls such as Pro*C, PL/SQL, and UNIX.
 - ix.) Resolve any issues that the users might encounter while using EWMIS, MWMIS, Resource Manger, Field Manger, and Auto Vehicle Location systems, and LA Reports.
 - x.) Knowledge transfer to other LADWP employees.

- xi.) Refresh Training Database from Production on a periodic basis using tools such as Oracle's Export and Import utilities.
- xii.) Troubleshoot every day problems encountered by users.

2.2 Source Codes

This Program provides Maintenance Services for Application Extension Software installed at the Department's Power Systems. Applications are defined as custom tables, GUIs, or other custom functions that have been developed to work in conjunction with the core ARM Suite Software to ensure that the installed product(s) meet the Department functional and data requirements. The following Application Extensions including the associated source code have been supplied to the Department by Logica:

- i.) RCAS Financials
- ii.) Work Request Key Personnel
- iii.) Recall Work Request
- iv.) WR Initiation / Update Extension
- v.) RCAS WO Mass Copy
- vi.) Suspense Message- CIS
- vii.) All People (the Department)
- viii.) Task completion
- ix.) Calendar Scheduling
- x.) WR Cancellation
- xi.) Close RCAS Work Order
- xii.) Address Validation
- xiii.) RCAS Combination Look-up
- xiv.) Trouble Memo
- xv.) Mobile MWIS
- xvi.) Resource Manager
- xvii.) Field Manager

Section 2 Statement of Work - WMIS 2.4.2 Software Proprietary Maintenance Program Services Terms for Water Systems

2.1 Description

The following table defines the Program Services that are included in this Agreement for WMIS 2.4.2 for Water Systems.

Service	Description	Program Service Level
Software Maintenance		
Logica Software Maintenance Program Services as described in this Section.	For each year of the Term, Logica will provide the Program Services defined herein.	<p>Access to Service</p> <ol style="list-style-type: none"> 1. Logica is the conduit through which Program Services under this Exhibit A Section 2 are provided to the LADWP. Services are delivered via telephone, email and/or personal contact. 2. The principal method by which the LADWP reports possible Water Systems Software Defects to Logica is via telephone or email. Each reported defect is documented with the following information: <ul style="list-style-type: none"> • What PowerBuilder, Oracle and Coldfusion object may be affected • Serial Number – used as a key for all Source Control associated with the change, if a rollback is required. • Objects changed • Description of change • Requested by • Date 3. During Logica’s normal business hours, from 7:00 a.m. (PST) to 4:00 p.m. (PST), Monday through Friday excluding Logica holidays, the LADWP may contact Logica to raise questions related to the operation and use of the WMIS 2.4.2 Software. 4. Logica will also enable the LADWP to raise questions via email. 5. Logica responses to telephone calls and email received from the LADWP will be handled during normal business hours. 6. Emergency help required after Logica’s normal business hours (including weekends and holidays) will be provided through Logica’s telephone messaging and/or cell phone. <p>Nature of Program Services</p>

Service	Description	Program Service Level
		<p>This Program offers maintenance Services for WMIS 2.4.2 Software installed at Water Systems and customizations that have been supplied by Logica for WMIS 2.4.2. This Program includes "Help Desk" support, consulting services and periodic training of the LADWP's users regarding WMIS 2.4.2. The following is a list of services that are included in the Program for Water Systems. ></p> <ol style="list-style-type: none"> 1. Maintenance and enhancement to the front-end WMIS Powerbuilder code, including windows and business rule code 2. Developer Database Administration tasks including maintenance and enhancements to back-end WMIS Oracle database objects, including tables, views, functions and stored procedures and storage 3. WMIS Platform upgrades including Oracle, Powerbuilder, Coldfusion and Crystal Reports upgrades (3rd party software provided by the LADWP) 4. WMIS software builds for application upgrades and software distribution to user PCs 5. WMIS Source code version control and supporting documentation 6. WMIS User maintenance including security groups and permissions 7. Maintenance and enhancements to the WMIS-Web Intranet portal 8. Maintenance and support of the Water Meter Maintenance System (MMS) and its interface to WMIS 9. Analysis and reporting of WMIS Service and Meter data for various Water Distribution requirements 10. Implementing programs with Water New Business to improve customer service, using WMIS information 11. Maintenance and support of WMIS Internet Service Installation Tracking system 12. Development of a Web portal for detailed Job Tracking and Job Management for Service Installations, using WMIS information 13. Maintenance and support for the Cash Memorandum Receipting WMIS sub-system (eCMR) used to collect non-CIS money from Water customers

Service	Description	Program Service Level
		<p>14. Maintenance and support for the following Interfaces with WMIS</p> <p>15. CIS (Customer Information System) inbound and outbound</p> <p>16. GIS (Geographic Information System) outbound</p> <p>17. RCAS (Responsibility Cost Accounting System) inbound and outbound</p> <p>18. Process improvements for Water New Business as well as District and Meter Shops for information gathering and entry into WMIS database</p> <p>19. Implementation and maintenance of the Meter Inventory sub-system and its interface to WMIS</p> <p>20. Maintain and refresh the WMIS development database for development and training</p> <p>21. Assist Admin services and districts in WMIS user training for all the above systems</p> <p>Contact Information</p> <p>Logica will provide the LADWP with the applicable email addresses and the telephone numbers for the Services above. Telephone numbers will be toll-free in the United States and Canada. Logica will notify the LADWP in advance of any change to contact information.</p>
Defect Resolution		
Definition of a Defect in the Software	For the purposes of the Program, under this Exhibit G Section 2, a Defect is defined as any covered Software function, window, control, report, or process operating in the LADWP's WMIS 2.4.2 production environment that does not function as specified in the applicable documentation.	<p>Defects are classified according to the priority categories identified herein. The WMIS version implemented in Water Systems is WMIS 2.4.2 which is customized to meet the Water Systems' requirements. The functional and technical specification documents supplied by Logica will be used in validating a reported Defect.</p> <p>Those customizations that are covered by this Agreement; the applicable previously-agreed specifications will apply as the documentation to be used in validating a Defect.</p>
Investigate and rectify Software defects	<p>Logica handles Defects through a structured, step-wise resolution process.</p> <p>Defect reporting is made by LADWP representatives to Logica is via telephone or email. Each reported defect is documented with the</p>	<p>Logica's Standard Defect Priority Classifications Under This Program Are As Follows:</p> <p>Priority 1: means a Defect in which a critical task to be performed by the Software cannot be completed and/or data corruption has occurred,</p>

Service	Description	Program Service Level
	<p>following information:</p> <ul style="list-style-type: none"> • What PowerBuilder, Oracle and Coldfusion object may be affected • Serial Number – used as a key for all Source Control associated with the change, if a rollback is required. • Objects changed • Description of change • Requested by • Date <p>The current status of reported Defects and other information about each Defect is supplied to the LADWP via telephone or email.</p> <p>(A) When the LADWP reports a possible Defect, Logica will provide the LADWP a Defect tracking number via email for future reference, and then:</p> <p>(B) Logica will:</p> <ul style="list-style-type: none"> • assess the action required by the Defect • define the resolution steps <p>(C) Logica will then:</p> <ul style="list-style-type: none"> • inform the LADWP of the priority level assigned to the Defect. • indicate the resolution process Logica expects to follow; and • where possible, provide an initial estimated target timeframe for Defect resolution. <p>(D) While a Defect resolution is pending, Logica will supply periodic updates via email that summarize the status of Defects to the LADWP representative.</p> <p>(E) As appropriate, Logica will request further information from the LADWP.</p> <p>(G) If a the LADWP reports a Priority 1 Defect during Logica's standard hours, Logica will provide an initial response (i.e., confirmation of the Defect report) within two (2) hours after receipt of the LADWP's</p>	<p>and there is no known workaround.</p> <p>Process: For priority 1 Defects, Logica's immediate, primary objective will be to restore the Software to normal operation and/or to define a workaround to restore the stability of the Software. If a workaround is possible, Logica will, after providing the workaround, continue to work on the Defect according to the process identified by the-SSG to the LADWP's representative.</p> <p>Once a priority 1 Defect has been identified, Logica personnel will work continuously, in close communication with LADWP personnel, maintaining routine contact through the Remedy tracking system, and if necessary, also by email, phone or facsimile, until there is a resolution of the problem.</p> <p>Resolution Target: Logica will use its best and continuous efforts to resolve a priority 1 problem within 48 hours of Logica's validation of the Defect. The Parties acknowledge that it will not be possible to meet this target in all cases. However, Logica personnel will work continuously to resolve the problem, even after the 48 hours has passed.</p> <p>Priority 2: means a portion of the system is impacting performance and efficiency and one or more workarounds exist that have to be applied.</p> <p>Process: All priority 2 Defects will be researched promptly and when corrections are made, they will be issued.</p> <p>Resolution Target: Logica will use its best efforts to issue Priority 2 Defect fixes within 7 working days.</p> <p>Priority 3: means the Defect may affect production but a relatively simple workaround is available (if applicable) or the Defect is cosmetic or represents a nuisance.</p> <p>Process: All priority 3 Defects will be researched promptly and when corrections are made, they will be issued.</p> <p>Resolution Target: Targets for Priority 3 resolution will vary. Typically, although not always, such items will be corrected no later than 30 days following the initial Defect report.</p>

Service	Description	Program Service Level
	<p>request.</p> <p>(H) During Logica's non-business hours, Logica will provide an initial response to emergency pager requests associated with Priority 1 Defects within three (3) hours.</p> <p><i>Final response and resolution will be as set forth under "Program Service Level."</i></p> <p>(I) Logica will use commercially reasonable efforts to provide resolutions to reported Defects submitted by the LADWP to Logica. In every case where available and practical, Logica will provide a workaround to the LADWP in its initial report. A workaround typically consists of verbal instructions for keeping production going despite the existence of a Defect.</p> <p>(J) Once a Defect has been fixed, Logica will test the component of the Software containing the Defect, build a "patch" or maintenance Release containing the fix, test the Release, and then install the Release. Said Release will then become part of the licensed Software and subject to the terms and conditions of the LADWP licensing agreement(s).</p>	
Operating Environment Support		
<p>The LADWP will maintain an Operating Environment that supports the Software</p>	<p>In order for Logica to provide Services for the Software covered by this Agreement, the LADWP agrees that it will use an Operating Environment that supports the covered Software. "Operating Environment" here means the technical environment components such as the server hardware platform, client hardware platform, operating system, other third-party software including database software, and any other components required for operation of the Software.</p> <p>Logica will notify the LADWP of its intention to change the definition of what Operating Environments are supported by the Software in advance of such change.</p>	<p>At the start of the Term of this Agreement, the LADWP will have deployed the Software on a currently-supported Operating Environment in which the Software will operate.</p> <p>If the LADWP desires to change this currently-supported Operating Environment to a different Operating Environment, the LADWP will notify Logica in advance and confirm that the proposed different Operating Environment currently supports the Software.</p> <p>If Logica does not currently support the LADWP's proposed different Operating Environment, Logica will so notify the LADWP.</p>

2.2 Source Code

The WMIS version implemented in the LADWP Water Systems is WMIS 2.4.2 which is customized to meet the Water Systems' requirements. The source code for the Water Systems version of WMIS will be available to the Water Systems as long as there is a maintenance agreement in place between the parties to this Agreement. No source code escrow will be provided for the Water Systems version of WMIS. Title to and ownership of the source code remains with Logica.

SCHEDULE 1 OF EXHIBIT A
Fee Schedule for Maintenance Services

TERM AND PRICING for Standard Core Software Proprietary Maintenance Services in POWER System

Standard Software Maintenance Services for Core Software as defined herein (Exhibit A, Section 1) will begin as of the date of the Execution Letter received by Logica from the LADWP, provided such letter is received no later than [REDACTED], and will extend for a period of three (3) years thereafter (the "Term") for the amount of \$2,901,360. At the LADWP's sole option for renewal, the Standard Core Software Maintenance Services in will be charged at \$1,010,000 for each extended year.

Payment schedule: the fixed fee for the standard core Software Maintenance Services will be paid in monthly increments over a 36-month period. Prior to the completion of Task 1 and Task 2, each monthly payment shall be \$73,446.67. Upon completion of Task 1 and 2, each monthly payment shall be \$84,166.67. For the two year renewal over a 24- month period, each monthly payment shall be \$84,166.67.

TERM AND PRICING for Standard Software Proprietary Maintenance Services in WATER System

Software Maintenance Services for Standard Software as defined herein (Exhibit A, Section 2) will begin as of the date of the Execution Letter received by Logica from the LADWP, provided such letter is received no later than [REDACTED], and will extend for a period of three (3) years thereafter (the "Term") for the amount of \$1,003,500. At the LADWP's sole option for renewal, the Standard Software Maintenance Services in the Water System will be charged at \$334,500 for each extended year.

Payment schedule: the fixed fee for the standard Software Maintenance Services will be paid in monthly increments over a 36-month period. Each monthly payment shall be \$27,875.00. For the two year renewal over a 24- month period, each monthly payment shall be \$27,875.00.

EXHIBIT B – PROPRIETARY PRODUCT UPGRADE PROJECT

1. Task Management system

a Administrative Procedure

The Proprietary Upgrade Project will be requested by the Department through its Contract Administrator under this Agreement in accordance with a task management system. Accordingly, prior to any Department request to Logica for Proprietary Services under the Agreement, the Department will prepare a written document called a "Task Assignment".

A separate Task Assignment proposal will be prepared for each Task Assignment and will include, but not be limited to, the following information:

A separate Task Assignment proposal will be prepared for each Task Assignment and will include, but not be limited to, the following information:

1. Task number;
2. Task name or title;
3. Purpose and objective of the Task assignment;
4. Prerequisites to Logica's performance;
5. Scope of the work to be performed;
6. Results of work expected;
7. Premises (assumptions, benefits envisioned, conditions, or restrictions);
8. Key Task Assignment management personnel;
9. Schedule, including starting date, duration, and ending date;
10. Progress reports and transmission of interim results;
11. Mutually established fixed cost to be paid to Logica to perform the Task Assignment, and performance completion/payment schedules; or "time and material" rates applicable in accordance herewith and an estimate of total "time and material" fees; and
12. Name of the Department's authorized representative

The provisions of this Agreement shall be deemed incorporated into all Task Assignments entered into between the parties.

b Task Modification

Upon receipt of a proposed Task Assignment from the Department, Logica will evaluate said proposed Task Assignment for completeness, understandability, its ability to perform, and other factors in Logica's discretion. Any request by Logica to change or modify the proposed Task Assignment shall be transmitted in writing to the Contract Administrator. The Contract Administrator and Logica shall enter into good faith negotiations to agree upon and sign the final Task Assignment. The Task Assignment will include the amount and method of compensation and maximum expenditure for the task assigned therein.

Once agreed to and signed by the parties, no modification or alteration in said Task

Assignment is permitted without prior modification of the existing Task Assignment, in writing, by the Contract Administrator and an authorized Logica representative.

In the event that the parties fail to agree on such modifications, Logica shall be under no obligation to perform work under such Task Assignment.

c Task Compensation

Proprietary Upgrade Services may be performed on a time-and-materials basis, including a maximum amount established for a Task Assignment, on a fixed-price basis, or any combination thereof. The particular method of compensation for each Task Assignment will be agreed upon by the parties during negotiations relating to the Task Assignment.

Every Task Assignment shall clearly state the method of compensation, i.e., time-and-materials, or fixed-price, or combination thereof, used for the particular Task Assignment. In the event payments by the Department are to be made prior to completion of the Task Assignment, the Task Assignment shall contain a performance schedule; and following performance in accordance with such schedule, as previously approved by the parties, interim payments shall be approved by the Contract Administrator and made to Logica.

2. Task List

The tasks that are to be performed under this Agreement are listed as follows:

A) Task No. 1 – Project Preparation and Planning for ARM Suite Upgrade and Automated Vehicle Location (AVL) Implementation

In the Project Preparation and Planning Stage, the decision makers define the project objectives and decision making process while the technical teams review and prepare the project environments.

In this phase the project is initiated and internal company project setup activities are completed. The Project Manager from Logica and the Project Lead from LADWP meet to coordinate and clarify project objectives and boundaries. The Project Management Plan is created along with the baseline for the schedule, cost and quality and the risk register.

See Appendix F for details.

The infrastructure and systems architecture teams are also responsible for establishing physical and virtual environments in which the project team will operate.

The following activities will be performed during this stage:

- i Defining clear project objectives, processes, and procedures
- ii Agreeing an efficient decision making process
- iii Developing and agree the Project Charter

- iv Develop and agree the project management plans and control procedures
- v Logica Solution Consultants will prepare for the overview training sessions.

Task Compensation for Task No. 1:

The compensation is not to exceed \$20,000 for work performed under this Task.

B) Task No. 2 – ARM Suite Upgrade of the Power System including Resource Manager and Field Manager (Mobile WMIS Replacement) Implementation

- i Upgrade services to install ARM 1.4 including Work Manager (WMIS replacement), Resource Manager (WMIS replacement), and Field Manager (MWMIS replacement)

Logica will provide a detailed proposal on supporting the LADWP upgrade of ARM suite from ARM 1.2.3 to ARM 1.4. The upgrade proposal details the anticipated services including design, configuration, installation, integration, reporting, extension maintenance and change management services. The costs of these activities are all included within the upgrade proposal pricing.

- ii Migration of existing and new customized extensions

Logica is committed to migrating 18 of the existing custom extensions (including WorkTech) to be compatible with ARM 1.4. The only exception will be the 'Work Request and Crew Assignment' extension that can no longer be supported due to incompatibility with the Field Manager. Pricing to support migration of the remaining extensions has been included in the upgrade pricing.

- iii Migration of existing integration and provision for new integration points

Logica will migrate the existing interface adapters and make compatible with ARM 1.4. The non-proprietary resource provided by Logica will be available to support additional interface development to CIS, CISCON, and Maximo.

See Appendix G for details.

- iv Knowledge transfer to LADWP staff

Logica has included a number of training sessions within the upgrade proposal dedicated to providing LADWP staff with the knowledge to better support the ARM product suite. Training sessions will include data configuration, integration, customization development including custom window extensions and reports. It is believed this training session will enable LADWP staff to become more self sufficient in supporting the ARM applications.

- v Task Compensation for Task No. 2:

The compensation of this task is not to exceed \$1,636,000 for work performed under this Task.

C) Task No. 3 – Automated Vehicle Location (AVL) Implementation and Maintenance

i AVL technology implementation alongside with ARM 1.4

The implementation of AVL technology within LADWP construction vehicles is designed to be executed alongside the ARM 1.4 upgrade. Work Manager (WMIS), Resource Manager (scheduling), and Field Manager (supervisor) implementation identified in Task No. 2 must be completed prior to the execution of Task No. 3.

ii Functional components for AVL

The following summarizes the functional components that Logica will provide:

- a) A set of real-time monitoring (AVL) capabilities to identify current location of field resources.
- b) On demand vehicle location reports will be available for management review
- c) Dashboard reports enabling historical reports to be generated that will identify by organization and field worker.

As an option LADWP will have the infrastructure to utilize real-time communication to the field. This will enable the transmission of work details in-day, provide real-time field work status updates to Schedulers/ Supervisors and enable the Supervisor to communicate work schedule updates to Schedulers.

See Appendix H for details.

iii Knowledge transfer to LADWP staff

Logica has included a number of training sessions within the upgrade proposal dedicated to providing LADWP staff with the knowledge to better support the ARM product suite. Training sessions will include data configuration, integration, customization development including custom window extensions and reports. It is believed this training session will enable LADWP staff to become more self sufficient in supporting the ARM applications.

i Task Compensation for Task No.3

Task Compensation is not to exceed \$1,136,000 for work performed under this Task.

D) Task No. 4 – Automated Vehicle Location (AVL) Hardware and Hardware Installation Training Services

i Provision of AVL hardware for a total of 250 LADWP vehicles.

ii Provision of functional components for AVL

- a) A set of real-time monitoring (AVL) capabilities to identify current location of field resources.
- b) On demand vehicle location reports will be available for management review.
- c) Dashboard reports enabling historical reports to be generated that will identify by organization and field worker.

iii Installation training services of vehicle hardware

Logica's training services includes installation, maintenance, and support of vehicle hardware/software on LADWP vehicles/mobile crews. The service includes the following:

- a) Vehicle hardware from Trimble (communications hub & antenna)
- b) Vehicle installation services
- c) Trimble Geo Manager software service
- d) Logica dashboard analytics software (Performance Manager)
- e) Solution implementation services
- f) Maintenance and support services

iv The training site will be at one or more of the LADWP fleet facilities located throughout the city.

v Duration of training is four weeks or 50 LADWP vehicles whichever comes first.

vi Knowledge transfer to LADWP staff

Logica has included a number of training sessions within the upgrade proposal dedicated to providing LADWP staff with the knowledge to better support the ARM product suite. Training sessions will include data configuration, integration, customization development including custom window extensions and reports. It is believed this training session will enable LADWP staff to become more self sufficient in supporting the ARM applications.

vii Task Compensation for Task No.4

Task Compensation is not to exceed \$900,000 - \$500,000 for AVL hardware, \$4,000 for installation training, and \$396,000 for Data Services - for work performed under this Task.

E) Task No. 5 (a) – Additional 50-unit Automated Vehicle Location (AVL) Hardware

i Provision of AVL hardware for a total of 50 LADWP vehicles.

ii Provision of functional components for AVL

- a) A set of real-time monitoring (AVL) capabilities to identify current location of field resources.

- b) On demand vehicle location reports will be available for management review
- c) Dashboard reports enabling historical reports to be generated that will identify by organization and field worker.

iii Task Compensation for Task No. 5(a)

Task Compensation is not to exceed \$94,000 - \$34,000 for AVL hardware, and \$60,000 for Data Services - for work performed under this Task.

F) Task No. 5 (b) – Additional 100-unit Automated Vehicle Location (AVL) Hardware

- i Provision of AVL hardware for a total of 100 LADWP vehicles.
- ii Provision of functional components for AVL

a) A set of real-time monitoring (AVL) capabilities to identify current location of field resources.

b) On demand vehicle location reports will be available for management review

c) Dashboard reports enabling historical reports to be generated that will identify by organization and field worker.

iii Task Compensation for Task No. 5(b)

Task Compensation is not to exceed \$148,000 - \$68,000 for AVL hardware, and \$80,000 for Data Services - work performed under this Task.

G) Task No. 5 (c) – Additional 100-unit Automated Vehicle Location (AVL) Hardware

- i Provision of AVL hardware for a total of 100 LADWP vehicles.
- ii Provision of functional components for AVL

a) A set of real-time monitoring (AVL) capabilities to identify current location of field resources.

b) On demand vehicle location reports will be available for management review

c) Dashboard reports enabling historical reports to be generated that will identify by organization and field worker.

iii Task Compensation for Task No. 5(c)

Task Compensation is not to exceed \$148,000 - \$68,000 for AVL hardware, and \$80,000 for Data Services - work performed under this Task.

H) Task No. 6 (a) – Field Manager, Sybase SQL Anywhere, and Broadbeam ExpressQ licensing for additional 50 Mobile Devices

- i Provision of 50 Field Manager, Sybase SQL Anywhere, and Broadbeam ExpressQ licensing for additional 50 Mobile Devices.
- ii Task Compensation for Task No. 6 (a)
Task Compensation is not to exceed \$62,500 for work performed under this Task.

I) Task No. 6 (b) – Field Manager, Sybase SQL Anywhere, and Broadbeam ExpressQ licensing for additional 100 Mobile Devices

- i Provision of 100 Field Manager, Sybase SQL Anywhere, and Broadbeam ExpressQ licensing for additional 100 Mobile Devices.
- ii Task Compensation for Task No. 6 (b)
Task Compensation is not to exceed \$85,000 for work performed under this Task.

J) Task No. 6(c) – Field Manager, Sybase SQL Anywhere, and Broadbeam ExpressQ licensing for additional 50 Mobile Devices licensing for additional 100 Mobile Devices

- i Provision of 100 Field Manager Sybase SQL Anywhere, and Broadbeam ExpressQ and licensing.
- ii Task Compensation for Task No. 6(c)
Task Compensation is not to exceed \$70,000 for work performed under this Task.

K) Task No. 7 (a) - General Escrow Service

- i Depository of Logica software source code as described in Section 15 (Confidential Information and Source Code Escrow) – f (Escrow).
- ii Task Compensation for Task No. 7(a)
Task Compensation is not to exceed \$12,500 - \$2,500 for annual depository- for work performed under this Task.

L) Task No. 7 (b) – Escrow Validation

- i A complete compilation and testing of the Logica source code and object code filed with the Approved Escrow Agency.

- ii Task compensation for each compilation and testing is not to exceed \$90,000 - \$18,000 for annual compilation test – for work performed under this Task.

EXHIBIT C - FEE SUMMARY

Services	Price for 3-Year Period			2 One-Year Options	Total
	Prior to Completion of Task 1 and Task 2	Upon Completion of Task 1 and Task 2	Upon Completion of Task 4 and Task 5		
Proprietary Operating and Maintenance Services for Power System	\$881,360	\$1,010,000	\$1,010,000	(4 th Year) \$1,010,000	\$4,921,360
				(5 th Year) \$1,010,000	
Proprietary Operating and Maintenance Services for Water System	\$334,500	\$334,500	\$334,500	(4 th Year) \$334,500	\$1,672,500
				(5 th Year) \$334,500	
Task No. 1 Project Preparation and Planning		\$20,000			\$20,000
Task No. 2 ARM Suite Upgrade of the Power System including Resource and Field Manager Implementation					
Sub Task No. 2 (a) ARM Product Licensing		\$538,000			
Sub Task 2(b) Project Start and Planning Complete		\$274,500			
Sub Task 2(c) Solution Blueprint Complete		\$109,800			
Sub Task 2(d) Blueprint Simulation Complete		\$109,800			

EXHIBIT C – FEE SUMMARY (Cont'd)

Sub Task 2(e) Configuration Planning		\$54,900			
Sub Task 2(f) Configuration Complete		\$54,900			
Sub Task 2(g) Factory Acceptance		\$82,350			
Sub Task 2(h) System Acceptance Test (1)		\$82,350			
Sub Task 2(i) System Acceptance Test Complete		\$109,800			
Sub Task 2(j) Go-Live		\$109,800			
Sub Task 2(k) Rollout Complete		\$109,800			
Total for Task 2		\$1,636,000			\$1,636,000
Task No. 3 AVL Implementation Services including Integration and Dashboarding Solution					
Sub Task 3(a) Project Start and Planning Complete		\$284,000			
Sub Task 3(b) Blueprint Complete		\$113,600			

EXHIBIT C – FEE SUMMARY (Cont'd)

Sub Task 3(c) Blueprint Simulations Complete		\$113,600			
Sub Task 3(d) AVL Configuration Planning Complete		\$66,800			
Sub Task 3(e) Configuration Complete		\$66,800			
Sub Task 3(f) Factory Acceptance		\$85,200			
Sub Task 3(g) System Acceptance Test (1)		\$85,200			
Sub Task 3(h) System Acceptance Test Complete		\$113,600			
Sub Task 3(i) Go Live		\$113,600			
Sub Task 3(j) Rollout Complete		\$113,600			
Total for Task 3		\$1,136,000			\$1,136,000
Task No. 4 AVL Hardware (250 units) and Installation Training (4 weeks or 50 units whichever comes first)		\$500,000 (Hardware) \$4000 (Installation of 50 vehicles)			\$504,000
Task No. 5 Additional 250-unit AVL Hardware					
Task No. 5 (a) Additional 50-unit AVL Hardware			\$34,000		

EXHIBIT C – FEE SUMMARY (Cont'd)

Task No. 5 (b) Additional 100-unit AVL Hardware			\$68,000		
Task No. 5 (c) Additional of 100-unit AVL Hardware			\$68,000		
Total for Task 5			\$170,000		\$170,000
Annual AVL Data Service for the first 250 units - Task 4 related			(2nd Year) \$99,000	(4 th Year) \$99,000	\$396,000
			(3rd Year) \$99,000	(5 th Year) \$99,000	
Annual AVL Data Service for additional 50 AVL Hardware - Task 5(a) related			(2nd Year) -	(4 th Year) \$20,000	\$60,000
			(3rd Year) - \$20,000	(5 th Year) \$20,000	
Annual AVL Data Service for additional 100 AVL Hardware - Task 5(b) related			(2nd Year) -	(4 th Year) \$40,000	\$80,000
			(3rd Year) -	(5 th Year) \$40,000	
Annual AVL Data Service for additional 100 AVL Hardware - Task 5(c) related			(2nd Year) -	(4 th Year) \$40,000	\$80,000
			(3rd Year) -	(5 th Year) \$40,000	
Task No. 6 Field Manager and third party licensing for additional 250 Mobile Devices					
Task No. 6(a) Field Manager and third party licensing for additional 50 Mobile Devices			\$62,500		

EXHIBIT C – FEE SUMMARY (Cont'd)

Task No. 6(b) Field Manager and third party licensing for additional 100 Mobile Devices			\$85,000		
Task No. 6(c) Field Manager and third party licensing for additional 100 Mobile Devices			\$70,000		
Total for Task 6			\$217,500		\$217,500
Task No. 7 Escrow Services					
Task 7 (a) Escrow Services - Source Code Depository	\$2,500	\$2,500	\$2,500	(4th Year) \$2,500	
				(5th Year) \$2,500	
Task 7 (b) Escrow Services - Source Code Validation	\$18,000	\$18,000	\$18,000	(4th Year) \$18,000	
				(5th Year) \$18,000	
Total for Task 7	\$20,500	\$20,500	\$20,500	\$41,000	\$102,500
Grand Total					\$10,995,860

EXHIBIT D – AUTHORIZED REPRESENTATIVES

Authorized Representatives

A maximum of five (5) Authorized LADWP Representatives may contact the Logica SSG to make inquires regarding standard Software Maintenance Services. Following is a list of four representatives, including telephone numbers, e-mail addresses, fax numbers and any other information that may be required. The LADWP will notify the Logica SSG in writing if there are changes in or additions to this representatives list.

1. Name: Eric Taylor
E-mail: Eric.Taylor@ladwp.com
Telephone numbers: 213-367-2418
Fax numbers: 213-367-3592

2. Name: Peter Kwa
E-mail: Peter.Kwa@ladwp.com
Telephone numbers: 213-267-2670
Fax numbers: 213-367-3592

**EXHIBIT E - MINORITY BUSINESS ENTERPRISES (MBEs) / WOMEN BUSINESS ENTERPRISE
(WBE) SUBCONTRACTORS**

MBE / WBE Subcontractors

Following is a current list of Minority Business Enterprises (MBEs) and/or Women Business Enterprises (WBEs) being sub-contracted by Logica for the MBE/WBE Services herein in accordance with **Exhibit L (Section 1, 1.4)** of the Agreement. Sub-contractors are subject to change based on need and service required by the LADWP as part of these efforts. Participation percentages for each enterprise are to remain set throughout the Term of the contract on a yearly basis.

Women Business Enterprises (WBEs)

- Percentage of full contract: 7%
- Company name:

P. Murphy & Associates
4405 Riverside Drive, Suite 105
Burbank, CA 91505
Contact: Phyliss Murphy
Phone: 818-841-2002

Management Advising Consultants
11901 Santa Monica Blvd., Suite 349
Los Angeles, CA 90025
Contact: Naghmed Melody Eskandari
Phone: 310-710-3222

Minority Business Enterprises (MBEs)

- Percentage of full contract: 15%
- Company name:

Wizard Consulting, LLC
18912 Stratheim Street
Reseda, CA 91335
Contact: Shabbir Balddiwala
Phone: 818-984-1813

Pacific Rim Engineering
2314 Arcadian Shores
Oxnard, CA 93036
Contact: Steve Coronado

Phone: 213-367-2189

EXHIBIT F - ESCROW AGREEMENT

- 1.1. "Both parties will amend to the existing and active escrow agreement referred to in Section 15 - Confidential Information and Source Code Escrow (f), to enable Level 2 compile testing of the computer code. This amendment shall be made within 5 business days after the last signature is obtained on the Agreement."
- 1.2. General escrow services described in Section 15-f of the Agreement are included in Standard Escrow Services described below.
- 1.3. LADWP may, at its option, request that the escrow services used by Logica provide additional specific escrow verification services (Escrow Verification Services) from time to time which shall consist of a complete compilation and testing of the source code and object code, if any, on file with the Approved Escrow Agency. LADWP will then receive the results of such Escrow Verification Services.
- 1.4. Payment schedule: LADWP must authorize the work for Escrow Verification Services in advance as stated under Task E, Task List in Exhibit B of the Agreement. The total amount available for work over a three-year period is \$54,000. LADWP may issue, once per year, up to a total of three (3) Task Assignments requesting that Escrow Verification Services be performed. LADWP may opt to extend the Escrow Verification Services to an addition of two one-year duration. The price for each Escrow Verification Service will be the then-offered market price (i.e., a price equivalent to that offered to similar customers) of Logica's Approved Escrow Agent for such Escrow Verification Services, but in any event, not to exceed \$18,000.
- 1.5. Execution of Escrow Verification will be managed under **Exhibit B**, Task No. 7(b) – Escrow Validation.

EXHIBIT G - INVOICE CRITERIA
Los Angeles Department of Water and Power

NOTE: ANY FEE PAYMENTS MADE IN EXCESS OF FEES ACTUALLY OWED TO CONTRACTOR ARE NULL AND VOID, SHALL BE DEDUCTED FROM FUTURE FEE PAYMENTS AND/OR RETENTION, AND MAY RESULT IN LIABILITY FOR DAMAGES FOR PRESENTING FALSE CLAIMS

INVOICE PREPARATION CHECKLIST

ANY "NO" ANSWERS MAY RESULT IN THE DELAY OF PAYMENT

	<u>YES</u>	<u>NO</u>
1. Are you sending your invoice in triplicate to: (unless other specific instructions appear on your Purchase Order [PO])	_____	_____
<p>Accounts Payable Business Unit Los Angeles Department of Water and Power City of Los Angeles PO Box 51211, Room 424 Los Angeles, CA 90051-5511</p> <p><i>(NOTE: Delivery slips and invoices delivered with goods will not initiate payment)</i></p>		
2. Is your firm's invoice name exactly the same as on the PO/SPO?	_____	_____
3. Does your invoice, delivery slip, credit memo, or correspondence have		
a. Your correct vendor number?	_____	_____
b. The correct PO/SPO number?	_____	_____
c. Your Business Tax Registration Certificate Number or Vendor Requisition Number?	_____	_____
4. Have all materials/services been delivered?	_____	_____
5. Do invoice prices and quantities agree with the PO/SPO?	_____	_____
6. Does each billed item indicate the corresponding number on the PO/SPO? (Payment will not be made for any item or charges such as freight, restocking, etc. if not specifically allowed for in the PO.)	_____	_____
7. If freight charges are authorized in the PO, are you, and not the freight company, billing for the charges?	_____	_____

8. Are all taxes stated separately? (DWP is not exempt from payment of sales tax. Out-of-State vendor: Please indicate if California sales/use tax should be paid directly to the State of California.)

9. Is your invoice submitted in accordance with contract terms?

10. Does your invoice number appear on any credit memo?

EXHIBIT H - RIGHT TO AUDIT CLAUSE

1. **Right to Audit:** Except for fixed price for lump sum, the Contractor and the Contractor's subcontractors and suppliers shall be subject at any time with 7 calendar days prior written notice to audits by the Department or the Department's agents, collectively defined as "Authorized Auditors", relating to all billings and to verify compliance with all contract requirements relative to practices, methods, procedures, and documentation. The Authorized Auditors shall have access to all records and data relating to the contract. The audits will be performed using FAR, Part 30 and 31, et seq., generally accepted accounting practices and principles, and City Contractor Cost Guidelines, and any other applicable City, State and Federal government audit standards if any. The Contractor shall maintain and the Authorized Auditors will have the right to examine and audit all books, records, documents, accounting procedures and practices, 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 costs claimed to have been incurred or anticipated to be incurred in performing the Contract. Any information provided on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. The Contractor shall not, however, be required to furnish the Authorized Auditors with commonly available software. If the Contractor, the Contractor's subcontractors and/or suppliers are required to submit cost or pricing data in connection with the Contract and/or the Contract Amendment, the Authorized Auditors will have the right to examine all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. The Authorized Auditors will also have the right to reproduce, photocopy, download, transcribe, and the like any such records. The Contractor shall make said evidence or to the extent accepted by the Authorized Auditors, photographs, micro-photographs etc. or other authentic reproductions thereof available to the Authorized Auditors at the Contractor's offices at all reasonable times and without charge. The Contractor and the Contractor's subcontractors and suppliers shall keep and preserve all such records for a period of not less than 3 years from and after Final Payment or, if the Contract is terminated in whole or in part, until 3 years after final Contract closeout.

The Contractor, the Contractor's subcontractors and suppliers shall account for and be responsible for unallowable costs and mutually agreed unallowable costs. The detail and depth of records required as backup support for proposals, billings, or claims shall be that which adequately establishes and maintains visibility of identified unallowable costs, costs directly associated to unallowable costs, and allowable costs.

All Changes are subject to audit. Changes with an absolute value of one hundred thousand (\$100,000) dollars or more shall require an audit. The City may waive the right to audit where there was adequate price competition, an established catalog or market prices for commercial items sold in substantial quantities to the public, and/or prices set by law or regulation.

The Contractor shall maintain and segregate cost and pricing data, books, records, documents, and any other accounting evidence sufficient to properly reflect all direct and indirect

costs of whatever nature claimed to have been incurred or anticipated to be incurred by a Contract Amendment, including a change order.

For a period of 3 years from the date of Final Payment under the Contract, and prior to the execution of any Contract Amendment that exceeds an absolute value of one hundred thousand dollars (\$100,000), the Authorized Auditors will have the right to examine all books, records, documents, and any other applicable data or evidence that relate to the negotiation and/or performance of the Contract and/or a contract amendment for the purpose of evaluating the accuracy and completeness of the cost or pricing data submitted by the Contractor. To the extent that the examination reveals inaccurate, incomplete, or non-current data, the data shall be considered defective; if the audit indicates the Contractor has been overpaid under a previous payment application, such overpayment, after 10 calendar days notice to the Contractor, shall be paid to the Department.

The Authorized Auditors may require that the Contractor supply appropriate documentation to support the costs or prices proposed for a Contract amendment, including a change order, and will refuse to complete negotiations until satisfactory documentation is submitted. The Contractor's books, records, documents and any other applicable data or evidence that relate to the negotiations and/or performance of the contract amendment shall be subject to audit and inspection.

Also subject to audit shall be the Contractor's records, books, documents and any other applicable data or evidence relating to those items on a billing that relates to:

- a. Work performed under the contract and/or a change order;
- b. Goods not yet incorporated into the work;
- c. Services or work performed under a contract amendment negotiated on an indefinite quantity basis; and
- d. Fixed-price change orders to validate the claimed percentage of completion on the payment application.

Notwithstanding the foregoing, if the audit reveals that the overpayment is more than 5% of the billing, the Contractor shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the audit.

EXHIBIT I - CONTRACTOR'S QUALITY ASSURANCE PROGRAM
Intentionally deleted

EXHIBIT J – PRIOR WORK PRODUCT (INTENTIONALLY DELETED)

EXHIBIT K – BACKGROUND TECHNOLOGY (INTENTIONALLY DELETED)

EXHIBIT L – GOVERNMENT AND INSURANCE TERMS

1 Business Policy

1.1 Non-Discrimination/Equal Employment Practices/Affirmative Action Construction & Non-Construction Contractors (AAP)

Logica and each of its known subcontractors shall complete and file an acceptable Affirmative Action Plan as set forth in Appendix A of this Agreement.

Each contractor shall submit the following properly completed forms and documents for the City of Los Angeles' Affirmative Action Program:

1. A signed Affirmative Action Certificate Form.
2. A signed Affirmative Action Plan. This plan must be reviewed and approved by the Department to determine its acceptability.

Each of the above documents, if approved, shall be effective for twelve (12) months following the date of approval for the Affirmative Action practices. An Affirmative Action Plan shall be in effect and on file with the Department for the duration of the contract period.

1.2 Living Wage Ordinance

Logica agrees to comply with the applicable provisions of the Service Contract Workers Retention Ordinance (Section 10.36) and Living Wage (Section 10.37) of the Los Angeles Administrative Code (SCWRO/LWO) set forth in Appendix B of this Agreement.

1.3 Child Support Policy

In accordance with the City of Los Angeles Ordinance No. 172401, the Department requires all contractors and subcontractors performing work for the Department to comply with all reporting requirements and wage earning assignments and wage earning assignments relative to court ordered child support. Logica is required to complete the Certification of Compliance with Child Support Obligations in Appendix C.

1.4 Supplier Diversity

It is the policy of the Department to provide Women Business Enterprises (WBEs), and Minority Business Enterprises (MBEs), and all other business enterprises (OBEs) an equal opportunity to compete and participate in the performance of all Department contracts. Logica shall assist the Department in implementing this policy by taking all reasonable steps to produce a level of participation by interested subcontractors including 15 percent MBE and 7 percent WBE.

Monthly Records

Logica shall maintain records monthly to determine compliance with the Department's Outreach Program and shall submit such records to the Contract Administrator. The records shall be submitted on Department forms and shall show the following:

1. The name of each participating subcontractor.
2. Description of work each subcontractor has contracted to perform.
3. The percentage completion of the work under each subcontract.
4. The compensation contracted to be paid to each subcontractor.
5. The cumulative compensation earned by each subcontractor.
6. The cumulative compensation paid to each subcontractor.

Current MBE and WBE sub-contractors are listed in Exhibit E with percentage of participation.

2. Insurance Requirements

2.1 General Requirements

Logica must provide evidence of insurance that conforms to the insurance requirements of the Agreement. Insurance requirements are explained in detail in the following language and "Contract Insurance Requirements" sheet in Appendix E, which specifically outlines the types and amounts of coverage required for this project.

Acceptable evidence of required insurance, from insurers acceptable to the Department, will be required to be submitted within 30-days of the date of award and maintained current throughout the term of the contract. Said evidence of insurance must be on file with the Risk Management Section in order to receive payment under any contract for services rendered, and in order to commence work under your contract.

2.2 Additional Insured Status Required

Logica shall procure at its own expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified on the attached Contract Insurance Requirements page. The specified insurance shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Water and Power, its Board, and all of its officers, employees and agents, their successors and assigns, as Additional Insureds (except for Professional Liability and Workers' Compensation), against the area of risk described herein as respects Contractor's/Vendor's acts or omissions in its performance of the agreement, hereunder or other related functions performed by or on behalf of Contractor/Vendor. Such insurance shall not limit or qualify the liabilities and obligations of the Contractor/Vendor assumed under the contract.

2.3 Severability of Interests and Cross Liability Required

Each specified insurance policy (other than Workers' Compensation and Employers' Liability and Property coverages) shall contain a Severability of Interest and Cross Liability clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Liability Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to the legal liability assumed by the insured under this Agreement with the City of Los Angeles."

2.4 Primary and Non-Contributory Insurance Required

With the exception of Workers' Compensation, all other insurance shall be Primary and Noncontributing with any other insurance held by City's Department where liability arises out of or results from the acts or omissions of Logica, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Logica. Any insurance carried by the

Department which may be applicable shall be deemed to be excess insurance and Logica's insurance is primary (except for Workers' Compensation) for all purposes despite any conflicting provision in the Logica's policies to the contrary.

2.5 Deductibles Subject to Department's Discretion

Deductibles and/or self-insured retentions shall be at the sole discretion of the Risk Manager of the Department (hereinafter referred to as "Risk Manager"). The Department shall have no liability for any premiums charged for such coverage(s). The inclusion of the Department of Water and Power, its Board, and all of its officers, employees and agents, and their agents and assigns, as additional insureds, is not intended to, and shall not, make them, or any of them a partner or joint venturer with Logica in its operations.

2.6 Proof of Insurance for Renewal or Extension Required

At least ten (10) days prior to the expiration date of any of the policies required on the attached Contract Requirement page, documentation showing that the insurance coverage has been renewed or extended shall be filed with the Department. If such coverage is canceled or reduced in coverage, Logica shall, within fifteen (15) days of such cancellation or reduction of coverage, file with the Department evidence that the required insurance has been reinstated or provided through another insurance company or companies.

2.7 Submission of Acceptable Proof of Insurance and Notice of Cancellation

Logica shall provide proof to the Department's Risk Manager of all specified insurance and related requirements either by production of the actual insurance policy(ies), by use of Department's own endorsement form(s), by other written evidence of insurance acceptable to the Risk Manager, but always in a form acceptable to the Risk Manager and the Office of the City Attorney. The documents evidencing all specified coverages shall be filed with the Department prior to Contractor beginning operations hereunder. Said proof shall contain at a minimum, the applicable policy number, the inclusive dates of policy coverages, the date the protection begins for the Department of Water and Power, and the insurance carrier's name. It shall bear an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material reduction in coverage or non-renewal except after written notice by certified mail, return receipt requested, to the City Attorney of the City of Los Angeles at least thirty (30) calendar days prior to the effective date thereof. The notification shall be sent by registered mail to: The Office of the City Attorney, Water and Power Division, Post Office Box 51111, JFB Room 340, Los Angeles, California 90051-0100.

2.8 Claims-Made Insurance Conditions

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor/Vendor shall, at the policy expiration date following completion of work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits,

terms and conditions of the expiring policy, or that an extended three (3) years discovery period has been purchased on the expiring policy at least for the contract under which the work was performed.

2.9 Failure to Maintain and Provide as Cause for Termination

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of contract, upon which the Department may immediately terminate or suspend the agreement.

2.10 Sub-Contractor Compliance

Logica shall be responsible for all sub-contractors'/sub-vendors' compliance with the insurance requirements.

2.11 Periodic Right to Review/Update Insurance Requirements

The Department and Logica agree that the insurance policy limits specified on the attached Contract Insurance Requirements page may be reviewed for adequacy annually throughout the term of this Agreement by the Risk Manager/City Attorney, who may thereafter require Logica to adjust the amounts and types of insurance coverage however the Risk Manager/City Attorney deems to be adequate and necessary. City reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance, including applicable license and ratings.

2.12 Specific Insurance Requirements

The Bidder shall confirm to the requirements listed in the "Contract Insurance Requirements" presented in Appendix E.

3 Taxpayer Identification Number

Logica hereby represents and warrants that its TIN is 13-3306288. No Fees shall be payable or paid to Logica unless and until such TIN is verified by the LADWP as valid.

Third Party Claims

Logica 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 any Department property (including reports, documents, and other tangible matter or Deliverables produced hereunder), against Logica's rights to payments hereunder, or against the City, and shall pay all amounts due that relate to Logica employees under the Unemployment Insurance Act with respect to such labor.

4 Background Check Certification

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

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

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

5 Contract Period

The Contract Period is for three years plus two one-year renewal options – a total of five years.

APENDIX A - AFFIRMATIVE ACTION PLAN

CITY OF LOS ANGELES

NONDISCRIMINATION ● EQUAL EMPLOYMENT PRACTICES ● AFFIRMATIVE ACTION
CONSTRUCTION & NONCONSTRUCTION CONTRACTORS (VENDORS, SUPPLIERS, CONSULTANTS)

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 requires entities doing business with the City to comply with a Nondiscrimination/Affirmative Action Program. (Refer questions regarding these requirements to the Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section, at (213) 847-1922.) In order to comply, it is necessary that the bidder/proposer/respondent complete, sign and return with the bid/proposal/response, the following:

- A. For all contracts, the contractor agrees to adhere to the following Nondiscrimination Clause:
 1. The contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition; and
 2. All subcontracts awarded under this contract shall contain a like Nondiscrimination Clause.
- B. For construction contracts from \$1,000 to under \$5,000 and nonconstruction contracts from \$1,000 to under \$100,000, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below; and
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Page A-3 of this document.
- C. For construction contracts of \$5,000 or more and non-construction contracts of \$100,000 or more, the contractor agrees to:
 1. Adhere to the Nondiscrimination Clause above;
 2. Designate a management level Equal Employment Opportunity Officer as provided for in Section "E" below;
 3. Adhere to Equal Employment Practices provisions as outlined in LAAC § 10.8.3 and on Pages A-4 and A-5 of this document;
 4. Complete the Ethnic Composition of Total Work Force Report provided on Page A-2 of this document; and
 5. Sign and submit an Affirmative Action Plan. The bidder must submit one of the two following plans:
 - a. Plan A. Los Angeles City Affirmative Action Plan ("Los Angeles City Affirmative Action Requirements") on Page A-6 and Page A-7 which is an approved plan requiring only signature of acceptance along with the Ethnic Composition of Work Force (Page A-2) and submittal to be effective; or,
 - b. Plan B. The Bidder's own Affirmative Action Plan for approval, which must contain at a minimum all of the elements of the City's Plan.
- D. **Subcontractors:**
 1. The contractor shall require the same documents indicated above to be submitted for subcontractors of any contract awarded by the City; and
 2. The contractor shall be responsible for obtaining the Affirmative Action Plans from its subcontractors. Additional forms are Available from the Office of Contract Compliance or the awarding authority.

E. Equal Employment Opportunity Officer:

Please be advised that _____ NAME OF DESIGNEE _____ TITLE _____ is hereby

designated as the Company's Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm to ensure nondiscrimination in all of its employment practices. The Officer may be contacted at:

_____, () _____
WORK ADDRESS TELEPHONE

- F. **Signed Certification - The Contractor by its signature affixed hereto declares under penalty of perjury that:**
 1. The contractor has read the Nondiscrimination Clause in "A" above and certifies that it will adhere to the practices in the performances of all contracts;
 2. The contractor has read the Equal Employment Practices provisions on Page A-3 and certifies that it will adhere to the practices in the performance of any construction contract \$1,000 to under \$5,000 and nonconstruction contract \$1,000 to under \$100,000;
 3. The contractor has designated the Equal Employment Opportunity Officer as noted in Section "E" above;
 4. The contractor has read the Affirmative Action Program provisions on Pages A-4 and A-5, certifies that it will adhere to the practices in the performance of any construction contract of \$5,000 or more and nonconstruction contract of \$100,000 or more and submits an Affirmative Action Plan. Indicate which plan is submitted: City Plan; Company Plan.
 5. The information contained herein is true and correct.

All Certificates and Plans are effective for 12 months from date of approval by the Office of Contract Compliance.

_____ COMPANY NAME	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME AND TITLE (TYPE OR PRINT)
_____ CITY, COUNTY, STATE, ZIP	A-1 _____ TELEPHONE DATE

TOTAL COMPOSITION OF WORK FORCE

PRIME SUB BCA Form (508)

OCC# _____

Contractor Address _____ Project Title _____ Length of Contract _____
 Work Force as of (Date) _____ (If you have no employees, write "no employee at this time.")

	FOR CONSTRUCTION PROJECTS (L.A. County Only)																					
	AMERICAN AMERICAN (BLACK)		HISPANIC		ASIAN/PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER							
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F		
CHIEF																						
Brick Layers																						
Carpenters																						
Electricians																						
Concrete Workers																						
Iron Worker																						
Laborers																						
Operator/Engineers																						
Painters																						
Pipe Trades																						
Plasters / Cement																						
Masons																						
Sheet Metal Workers																						
Tennisters																						
Clerical																						
Supervisory																						
TOTAL																						

FOR NON-CONSTRUCTION PROJECTS

	FOR NON-CONSTRUCTION PROJECTS																					
	AMERICAN AMERICAN (BLACK)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMERICAN INDIAN/ALASKAN NATIVE		CAUCASIAN (NON-HISPANIC)		TOTAL EMPLOYEES		% MINORITY		GENDER							
	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	J	A	T	M	F		
OCCUPATION																						
Official & Managers																						
Professionals																						
Technicians																						
Sales Workers																						
Office / Clerical																						
Skilled																						
Laborers (Unskilled)																						
Service Workers																						
TOTAL																						

Employment statistics were obtained from:
 Available Records Visual Check Other (Specify) _____

EQUAL EMPLOYMENT PRACTICES PROVISIONS
Construction Contracts in excess of \$1,000 or more but less than \$5,000 and
Nonconstruction Contracts of \$1,000 or more but less than \$100,000

Sec. 10.8.3. Equal Employment Practices Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such contract:

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract Compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conducted of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

AFFIRMATIVE ACTION PROGRAM PROVISIONS
Construction Contracts of \$5,000 or More and
Nonconstruction Contracts of \$100,000 or More

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of a City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any contractor to comply with the Affirmative Action program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The public Works board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

- K. The contractor shall submit an Affirmative Action Plan which shall meet the requirements of this Chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
- (1) Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - (2) A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation.
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the city's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN**LOS ANGELES CITY AFFIRMATIVE ACTION MANDATORY PROVISIONS**

Notwithstanding any other provision of this Division to the contrary, every construction contract involving an expenditure of \$5,000 or more of City funds, except in cases of urgent necessity, as provided in Section 371 of the Charter of the city of Los Angeles and except as provided in Section 10.9 of this Code, shall contain as part of the contract an Affirmative Action Plan substantially as set forth in this section and which by the contractor's signature affixed thereto, shall constitute and be established as the contractor's Affirmative Action Plan. The Plan, which may be a plan proposed by the contractor or the City's proposed Plan prepared by the Office of Contract Compliance, shall be subject to the approval of the Office of Contract Compliance prior to award of the contract. The Plan may consist of a Plan approved by the Office of Contract Compliance within the previous twelve months. If the previously approved Plan is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance which shall be subject to approval before the contract may be awarded.

Sec. 10.13. Mandatory Provisions Pertaining to Nondiscrimination in Employment and Affirmative Action in Hiring Employees in the Performance of Work on Certain City Construction Contracts.

1. Construction Contracts Included.

The contractor shall not be eligible for an award of a City Construction Contract in excess of \$5,000, unless the contractor has submitted as part of the bid a written Affirmative Action Plan embodying both (1) anticipated levels of minority*, women and all other staffing utilization, and (2) specific affirmative action steps directed at applying good faith efforts in a nondiscriminatory manner to recruit and employ minority, women and all other potential staff or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the anticipated levels and the affirmative action steps must be taken and applied in good faith and in a nondiscriminatory manner to attempt to meet the requirements of this section for all trades which are to be utilized on the project, whether subcontracted or not.

*"Minority" is defined as the term "minority person" is defined in subsection (f) of section 2000 of the California Public Contract Code.

2. Anticipated Utilization.

The plan must set forth anticipated minority, women, and all other staffing utilization by the contractor and all subcontractors on each project constructed by the City using those trades within the area of jurisdiction of the Los Angeles Building and Construction Trades Council within the City of Los Angeles in each work class and at all levels in terms of staff hours. The anticipated levels of minority, women and other staffing utilization shall be the levels at which each of those groups are represented in the relevant workforce in the Greater Los Angeles Area as determined by the U. S. Bureau of the Census and made available by the Office of Contract Compliance. Attainment of the anticipated levels of utilization may only be used as an indicia of whether the contractor has complied with the requirements of this section and has applied its Affirmative Action Plan in good faith and in a nondiscriminatory manner. Failure to attain the anticipated levels of utilization shall not, by itself, disqualify the contractor for award of a contract or subject the contractor to any sanctions or penalties.

In no event may a contractor utilize the requirements of this section in such a manner as to cause or result in discrimination against any person on account of race, color, religion, ancestry, age, disability, medical condition, marital status, domestic partner status, sex, sexual orientation, or national origin.

3. An Affirmative Action Plan.

The contractor certifies and agrees to immediately implement good faith efforts measures to recruit and employ minority, women, and other potential staff in a nondiscriminatory manner including, but not limited to, the following actions. The contractor shall:

a. Recruit and make efforts to obtain such employees through:

- (1) Advertising employment opportunities in minority and other community news media. Notifying minority, women and other community organizations of employment opportunities.
- (2) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
- (3) Encouraging present minority, women and other employees to refer their friends and relatives.
- (4) Promoting after school and vacation employment opportunities for minority, women and other youth.
- (5) Validating all job specifications, selection requirements, tests, etc.
- (6) Maintaining a file of names and addresses of each worker referred to the contractor and what action was taken concerning such worker.
- (7) Notifying the appropriate awarding authority of the City and the Office of Contract Compliance in writing when a union with whom the contractor has a collective bargaining agreement has failed to refer a minority, woman or other worker.

b. Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in nondiscriminatory manner so as to achieve and maintain a diverse work force.

c. Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in such training programs to enhance their skills and advancement.

d. Secure cooperation or compliance from the labor referral agency to the contractor's contractual affirmative action obligations.

e. Establish a person at the management level of the contracting entity to be the Equal Employment Opportunity Office; such individual to have the authority to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.

- E. Maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and making such records available to City, State and Federal authorities upon request.
- 4. The contractor shall make a good faith effort with respect to apprenticeship and training program to:
 - a. Recruit and refer minority, women and other employees to such programs;
 - b. Establish training programs within the company and/or its association that will prepare minority, women and other employees for advancement opportunities.
 - c. Abide by the requirements of the Labor Code of the State of California with respect to the provision of apprenticeship job opportunities.
- 5. The contractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all employees, subcontractors, vendors, unions and all others with whom the contractor may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum and shall be submitted with its bid to the appropriate awarding authority of the City and to the Office of Contract Compliance of the City.
- 6. Where problems are experienced by the contractor in complying with its obligations pursuant to this section, the contractor shall document its good faith effort to comply with the requirements by the following procedure. The contractor shall state:
 - a. What steps were taken, how and on what date.
 - b. To whom those efforts were directed.
 - c. The responses received, from whom and when.
 - d. What other steps were taken or will be taken to comply and when.
 - e. Why the contractor has been or will be unable to comply.
- 7. The contractor shall complete and file, and require each of its known subcontractors to complete and file with the contractor's bid for the subject project an acceptable Affirmative Action Plan.
- 8. The contractor shall submit and require each of its subcontractors to submit an Ethnic Composition of the Company's Total Work Force (by employees) prior to the date of award of the contract.
- 9. No contract shall be executed until the appropriate awarding authority of the City of Los Angeles, and the Federal funding agency (if Federal funds are involved), has determined in writing that such contractor has executed and filed with the awarding authority and the City Office of Contract Compliance the required Affirmative Action Plan.
- 10. It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority, women or other employees.
- 11. Subject to this subsection the contractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority of the City of Los Angeles.
- 12. Where the contractor has failed to comply with the requirements contained in this section, any and all sanctions allowed by law may be imposed upon the contractor.
- 13. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in Sections 22.359 through 22.359.5 of this Code.
- 14. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

By its execution hereof, the contractor accepts and submits the foregoing as its Affirmative Action Plan.

DATE

OFFICER'S SIGNATURES

FIRM NAME

A-7

OFFICER'S NAME AND TITLE (TYPE OR PRINT)

APPENDIX B - SCWRO/LWO
LIVING WAGE FORMS CHECKLIST

To be completed by Contractors

- ✓ LW 6 - Employee Information Form
 - *Due within 30 days of contract execution.*
- ✓ LW 18 - Subcontractor Information Form
 - *Due within 30 days of contract execution.*
- ✓ LW 10 - OCC Exemption Application (if applicable)
 - *To be submitted along with bid or proposal.*
- ✓ LW 13 - Departmental Exemption Application (if applicable)
 - *To be submitted along with bid or proposal.*
- ✓ LW 26 - Small Business Exemption Application - English (if applicable)
- ✓ LW 26A - Small Business Exemption Application - Spanish (if applicable)
 - *To be submitted along with bid or proposal.*

To be completed by Subcontractors

- ✓ LW 5 - Subcontractor Declaration of Compliance (if applicable)
 - *Due within 90 days of the execution of the subcontract.*

To be completed by Contract Administrators

- ✓ Contract Summary Sheet
- ✓ LW 1 - Departmental Determination Form
 - *To be submitted to OCC after the contract execution.*
- ✓ LW 13 - Departmental Exemption Application
 - *Bottom portion to be signed prior to returning forms to SCS Contract Compliance Section*

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment/Appendix ____, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), or the Non-Profit/One-Person Contractor Certification of Exemption (OCC/LW-13). The List of Statutory Exemptions, the Application and the Certification are included in the Attachment/Appendix.

CITY OF LOS ANGELES LIVING WAGE ORDINANCE

(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$459,464 (effective July 1, 2011). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under.") A copy of the IRS 501(c)(3) Exemption Letter will be required.
 - b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$459,464 (adjusted July 1, 2011). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the **AWARDING DEPARTMENT** within **30 DAYS** of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2011 a wage of at least \$10.42 per hour with health benefits of \$1.25 per hour, or \$11.67 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Email Address: _____
2. STATE the number of employees working ON THIS CITY CONTRACT: _____
3. ****ATTACH** a copy of your company's 1st PAYROLL under THIS CITY CONTRACT.
4. ****INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. ****Do you provide health benefits** (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No
If YES, STATE how much, if any, employees pay for co-premiums: \$ _____

****NOTE:** Payroll information need not be submitted if ALL employees working on this City agreement earn an hourly wage of at least \$15 per hour. If so, check the box below.

I certify under penalty of perjury that I do not have any employees earning less than \$15 per hour working on this City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION
1) Company Name: _____ Contact Person: _____ Phone Number: _____ 2) Do you have subcontractors working on this City contract? <input type="checkbox"/> Yes <input type="checkbox"/> No If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT. If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: _____ b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION							
PART A	PART B						
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:						
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; text-align: center; font-size: x-small;">I 501 (c)(3)¹</td> <td style="width: 16.6%; text-align: center; font-size: x-small;">II One- Person Contractor²</td> <td style="width: 16.6%; text-align: center; font-size: x-small;">III CBA³</td> <td style="width: 16.6%; text-align: center; font-size: x-small;">IV Occupational License⁴</td> <td style="width: 16.6%; text-align: center; font-size: x-small;">V Small Business⁵</td> <td style="width: 16.6%; text-align: center; font-size: x-small;">VI Gov. entity⁶</td> </tr> </table>	I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶		
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> <td style="width: 16.6%; text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

SECTION II: SUBCONTRACTOR INFORMATION (continued)									
PART A				PART B					
				CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
				I 501 (c)(3) ¹	II One- Person Contractor ²	III CBA ³	IV Occupational License ⁴	V Small Business ⁵	VI Gov. entity ⁶
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract at least three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)									
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.									
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.									
EXEMPTION				SUPPORTING DOCUMENTATION REQUIRED					
One-person contractors, lessee, licensee				LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_two_forms.cfm					
501(c)(3) non-profit organization				LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_two_forms.cfm					
Occupational license required				LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_two_forms.cfm					
Collective bargaining agreement w/supersession language				NONE REQUIRED.					
Small Business				NONE REQUIRED.					
Governmental Entity				NONE REQUIRED.					
SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)									
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.									
1) Employee Information Form				LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_two_forms.cfm					
2) Subcontractor Information Form				LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_two_forms.cfm					
3) Subcontractor Declaration of Compliance Form (retain)				LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_two_forms.cfm					
SECTION V: SIGNATURE									
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.									
Print Name of Person Completing This Form _____				Signature of Person Completing This Form _____					
Title _____		Phone # _____		Date _____					
AWARDING DEPARTMENT USE ONLY:									
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____			

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

CONTRACTOR INFORMATION:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City. AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person (Contractor) Completing This Form _____	Signature of Person (Contractor) Completing This Form _____
Title _____	Phone # _____
_____	Date _____
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> _____ 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.
<p>I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.</p>	
Print Name of Person Completing This Form _____	Signature of Person Completing This Form _____
Title _____	Phone # _____
Date _____	
<p>ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.</p>	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____	
Approved / Not Approved – Reason: _____	
By Analyst: _____ Date: _____	

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____	
SECTION I: BUSINESS INFORMATION	
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.	None Required.
<input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2011, my gross annual revenues for all of my businesses are less than \$459,464 for the 2010 calendar year.	ATTACH 2010 IRS Tax Returns listing gross revenues for ALL of your business(es).
<input type="checkbox"/> I have (a) business(es) on City premises, and effective July 1, 2011, my gross annual revenues from all my business(es) on City premises are less than \$459,464 for the 2010 calendar year.	ATTACH 2010 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.
If you DID NOT check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY boxes in PART A, continue to Section II.	
SECTION II: EMPLOYEE INFORMATION	
CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:	
PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises).	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	
If you DID NOT check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY box in PART C, ATTACH supporting documentation. SIGN, AND SUBMIT EXEMPTION FORM.	
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
Print Name of Person Completing This Form _____ Signature of Person Completing This Form _____	
Title _____	Phone # _____ Date _____
ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDDING DEPARTMENT USE ONLY:	
Dept: _____	Dept Contact: _____ Contact Phone: _____ Contract #: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____

LWO – APLICACION PARA EXENCION DEL SUELDO DIGNO PARA NEGOCIOS PEQUEÑOS
ESTA APLICACIÓN REQUIERE LA APROBACIÓN DE OCC PARA SER VÁLIDA

Esta aplicación de exención es para los arrendatarios y los concesionarios solamente y debe ser sometida junto con su oferta o propuesta al DEPARTAMENTO QUE CONCEDE. Si es aprobada, la exención terminará dos años después de la fecha aprobada, pero puede ser renovada en incrementos de dos años al cumplir con los requisitos. DOCUMENTOS INCOMPLETOS NO SERÁN ACEPTADOS. El código administrativo 10.37, la Ordenanza del Sueldo Digno (LWO) de Los Ángeles, requiere que todos los contratistas de la ciudad (incluyendo contratistas de servicio, los subcontratistas, los recipientes de ayuda económica, los arrendatarios, los concesionarios, los subarrendatarios y los subconcesionarios) cumplan con el LWO a menos que una exención se aplique.

PARA SER COMPLETADO POR EL CONTRATISTA:	
1. Nombre de Compañía: _____ Teléfono: _____	
2. Dirección de Compañía: _____	
3. ¿Es usted subcontratista? <input type="checkbox"/> Sí <input type="checkbox"/> No Si es, indique el nombre del contratista principal: _____	
4. INDIQUE el número total de negocios que usted tiene (dentro y fuera de establecimientos de la Ciudad de Los Angeles): _____	
5. INDIQUE el número total de negocios que usted tiene solamente en establecimientos de la Ciudad de Los Angeles: _____	
SECCIÓN I: INFORMACIÓN DEL NEGOCIO	
MARQUE UNA CAJA EN LA PARTE A QUE DESCRIBE MEJOR SU NEGOCIO Y ADJUNTE LA DOCUMENTACIÓN ENUMERADA EN LA PARTE B:	
PARTE A	PARTE B: DOCUMENTACIÓN JUSTIFICATIVA REQUERIDA
<input type="checkbox"/> Yo soy arrendatario o poseedor de licencia emperzando mi primer año de operar como un negocio.	Ningunos requeridos.
<input type="checkbox"/> Yo tengo otros negocios, pero es mi primer año operando en propiedades de la Ciudad. Mis ingresos brutos para todos mis negocios fueron menos de \$459,464 (ajustado al 1 de julio 2011) por el año 2010.	Adjunte las declaraciones de impuestos del IRS del año 2010 que enumeran los réditos brutos de TODOS sus negocios.
<input type="checkbox"/> Yo tengo un negocio o negocios en establecimientos de la Ciudad de los Angeles, y mis ingresos brutos por todos mis negocios en propiedades de la Ciudad fueron menos de \$459,464 (hasta el 1 de julio de 2011) para el año 2010.	Adjunte las declaraciones de impuestos del IRS del año 2010 que enumeran los réditos brutos de TODOS sus negocios en establecimientos de la Ciudad de Los Angeles.
Si usted no marcó NINGUNA caja en la PARTE A, su compañía NO ES ELEGIBLE PARA UNA EXENCION. Si usted marcó ALGUNAS cajas en la PARTE A, continúe a la sección II.	
SECCIÓN II: INFORMACIÓN DEL EMPLEADO	
MARQUE CUALQUIER CAJA EN LA PARTE C QUE DESCRIBA MEJOR SU NEGOCIO Y ADJUNTE LA DOCUMENTACIÓN ENUMERADA EN LA PARTE D:	
PARTE C	PARTE D: DOCUMENTACIÓN JUSTIFICATIVA REQUERIDA
<input type="checkbox"/> Tengo MENOS de siete (7) empleados en la compañía entera (dentro y fuera de las premisas de Los Angeles).	Someta la forma OCC/LW-26B. La información reportada en el Reporte de Horas Trabajadas puede requerir, posteriormente, la verificación a través de expedientes sobre las nóminas de pago a los empleados.
<input type="checkbox"/> La empleados de mi compañía trabajaron un promedio de no más de 1.214 horas por mes por un periodo menor tres cuartos del año.	<input type="checkbox"/> Nóminas de pago por los nueve (9) meses que usted desea que sean evaluados.
Si usted no marcó NINGUNA caja en la PARTE C, su compañía NO ES ELEGIBLE PARA UNA EXENCION. Si usted marcó ALGUNA caja en la PARTE C, adjunte la documentación necesaria.	
FIRME Y ENTREGUE ESTA APLICACIÓN DE EXENCION.	
Firmando, el contratista certifica bajo pena de perjurio bajo las leyes del estado de California que la información que presenta en esta aplicación es verídica y correcta con el mejor conocimiento del contratista.	
Nombre _____	Firma _____
Título: _____	Teléfono _____
	Fecha _____
CUALQUIER APROBACIÓN DE ESTA APLICACIÓN EXENTA SOLAMENTE AL CONTRATISTA MENCIONADO DE LOS REQUISITOS DEL LWO DURANTE EL RENDIMIENTO DE ESTE CONTRATO. UN SUBCONTRATISTA QUE PROPOCIONA TRABAJO SOBRE ESTE CONTRATO NO ES EXENTO A MENOS QUE LA OFICINA DE LA CONFORMIDAD DE CONTRATOS HAYA APROBADO UNA EXENCION SEPARADA PARA EL SUBCONTRATISTA INDIVIDUAL.	
PARA USO DEL DEPARTAMENTO DE CONCESIONES SOLAMENTE:	
Dept: _____	Dept Contact: _____
Contact Phone: _____	Contract #: _____
PARA LA OFICINA OCC SOLAMENTE	
Approved / Not Approved – Reason: _____	Date: _____
By OCC Analyst: _____	

LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

This form must be signed within **90 DAYS** of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.

TO BE FILLED OUT BY THE PRIME CONTRACTOR:	
1. Company Name: _____	Company Phone Number: _____
2. Company Address: _____	
3. Awarding Department: _____	
4. Project Name: _____	
<p><small>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</small></p>	

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACTOR WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2011 a wage of at least \$10.42 per hour with health benefits of \$1.25 per hour, or \$11.67 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

TO BE FILLED OUT BY THE SUBCONTRACTOR:		
1. Company Name: _____	Company Phone Number: _____	
2. Company Address: _____		
3. Type of Service Provided by Subcontractor to Prime: _____		
4. Amount of Subcontract: _____ Subcontract Start Date: ___/___/___ End Date: ___/___/___		
<p><small>By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.</small></p>		
Print Name of Person Completing This Form _____		Signature of Person Completing This Form _____
Title _____	Phone # _____	Date _____

LWO – DEPARTMENTAL DETERMINATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance AFTER THE CONTRACT HAS BEEN EXECUTED. INCOMPLETE SUBMISSIONS WILL BE RETURNED. Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO			
Dept: _____		Contract Administrator: _____	
		Contact Phone: _____ MS# _____	
CONTRACT INFO			
Contractor Name: _____		Contract# _____	
Contractor Address: _____		City: _____ State: _____ Zip: _____	
Project/Contract Name: _____			
Purpose of Contract: _____			
Contract Amount: \$ _____		Term: Start Date ____/____/____ End Date ____/____/____	
SECTION I: DETERMINING APPLICABILITY TO LWO			
1 Check off ONE box that best describes the contract, then Continue to #2: This is a <input type="checkbox"/> New Contract <input type="checkbox"/> Contract Amndmt # ____			
2 If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.			
3 If you checked off "Contract Amendment" Please answer the following questions about the original contract:			
a Was the original contract subject to the LWO?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
b Was the original contract approved for an exemption?		<input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received: _____	
4 If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC. If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.			
5 Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6:			
These are contracts NOT SUBJECT, NOT APPLICABLE TO LWO:		These contracts MAY or MAY NOT BE SUBJECT, or MAY or MAY NOT BE APPLICABLE TO LWO:	
PART A		PART B	PART C
<input type="checkbox"/> Service contract that is less than 3 months OR \$25,000 or less ¹ <input type="checkbox"/> Other governmental entity ² <input type="checkbox"/> Purchase or rental of goods, equipment, property ³ <input type="checkbox"/> Construction contract <input type="checkbox"/> Funded by Business Improvement District (BID) assessment money ⁵ <input type="checkbox"/> Financial assistance is below both LWO CFAR thresholds: ⁴ <small>(a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).</small>		<input type="checkbox"/> Service contract that is at least 3 months AND over \$25,000.	<input type="checkbox"/> Public leases or licenses <input type="checkbox"/> City Financial Assistance Recipient (CFAR) ⁷
6 If you checked off any box in Part A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.			
7 If you checked off a box in Part B or C, SKIP TO #9.			
8 If you checked off the box in Part D, SKIP TO #13.			
9 If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.			YES NO
a Are some of the services rendered by employees whose work site is on property owned by the City?			<input type="checkbox"/> <input type="checkbox"/>
b Are the services rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities)?			<input type="checkbox"/> <input type="checkbox"/>
c Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?			<input type="checkbox"/> <input type="checkbox"/>
d Has the DAA determined in writing that coverage would further the proprietary interests of the City?			<input type="checkbox"/> <input type="checkbox"/>
10 If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, continue to #11.			
11 You DID NOT check off ANY boxes in the YES column. This contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.lacity.org/index.cfm?txt=ee&txt_body=div_occ_lwo_forms.cfm , then Continue to #12.			
12 Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. If NO, Continue onto SECTION IV.			
13 Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.			YES NO
a Does the agreement intend to promote economic development?			<input type="checkbox"/> <input type="checkbox"/>
14 If you checked off NO this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT), PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.			
15 Answer the following questions to determine whether the CFAR is subject to the LWO:			YES NO
a Is the Financial Assistance given in a 12-month period and above \$1 Million?			<input type="checkbox"/> <input type="checkbox"/>
b Is the Financial Assistance \$100,000 or more on a continuing basis?			<input type="checkbox"/> <input type="checkbox"/>
16 If you checked off ANY boxes in the YES column, this contract is APPLICABLE TO THE LWO (it is SUBJECT). Continue onto SECTION II. Otherwise, this contract is NOT APPLICABLE TO THE LWO (it is NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.			

SECTION II: CONTRACTS APPLICABLE/SUBJECT TO THE LWO				
<p>1 Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off ONE box in Parts A, B, or C that best describes the contract that MAY be eligible for an exemption, then Continue to the stated part in the corresponding right column found in SECTION III.</p>				
PART A SERVICE CONTRACTS ONLY	PART B PUBLIC LEASES OR LICENSES ONLY	PART C CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY		
<input type="checkbox"/> One-person contractor ⁸ D <input type="checkbox"/> 501(c)(3) non-profit organization ⁹ D <input type="checkbox"/> Grant-Funded Services ¹⁰ A <input type="checkbox"/> Occupational license required ¹¹ B <input type="checkbox"/> Collective bargaining agreement with LWO supersession language ¹² B	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹³ B <input type="checkbox"/> Small Business ¹⁴ C	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹⁵ B <input type="checkbox"/> 501(c)(3) non-profit organization ¹⁶ D		
PART C - Continued				
		If you did not check off any boxes above, continue to answer the following questions:	YES	NO
		a Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? ¹⁷	<input type="checkbox"/>	<input type="checkbox"/>
		b Is the contractor a CFAR with less than five (5) employees? ¹⁸	<input type="checkbox"/>	<input type="checkbox"/>
		c Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? ¹⁹	<input type="checkbox"/>	<input type="checkbox"/>
		d Does the contractor have employees who spend less than half of their time on the City funded project or the employees of its service contractor? ²⁰	<input type="checkbox"/>	<input type="checkbox"/>
<p>2 If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. Continue onto SECTION IV.</p>		<p>If ANY boxes are checked YES, Continue onto SECTION III-A. If you checked off NO to ALL boxes, Continue onto SECTION IV.</p>		
SECTION III: CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS				
<p>1 Your contract MAY be eligible for an exemption that may be requested by your Department OR the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:</p>				
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY - REQUIRES OCC APPROVAL				
Fill out the form in the right-hand column below, send it to OCC for final approval (DO NOT send LW-1), and then Continue to #2 in this Section.				
A	Grant Funded Services CFAR	LW 10 - OCC Exemption Form ONLY http://bca.lacity.org/index.cfm?nid=ee&text=body-div_occ_lwo_forms.cfm		
TO BE REQUESTED BY CONTRACTORS ONLY - REQUIRES OCC APPROVAL				
Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once the form is complete, send it to OCC for final approval (DO NOT send LW-1), and then Continue to #2 in this Section.				
B	Occupational license required Collective bargaining agreement w/supersession language	LW 10 - OCC Exemption Form AND LW 18 - Subcontractor Information Form (SIF) http://bca.lacity.org/index.cfm?nid=ee&text=body-div_occ_lwo_forms.cfm		
C	Small Business	LW 26 - OCC Small Business Exemption Form (English) OR LW 26 - OCC Small Business Exemption Form (Spanish): http://bca.lacity.org/index.cfm?nid=ee&text=body-div_occ_lwo_forms.cfm		
TO BE REQUESTED BY CONTRACTORS ONLY - REQUIRES AWARDING DEPARTMENT APPROVAL				
Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once an approval/non-approval has been made by your department, Continue to #2 in this Section.				
D	One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 - Departmental Exemption Form AND LW 18 - Subcontractor Information Form (SIF) http://bca.lacity.org/index.cfm?nid=ee&text=body-div_occ_lwo_forms.cfm		
<p>2 Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE - SUBMIT PAGES 1 and 2 of LW-1 and the APPROVED EXEMPTION FORM TO OCC once the contract has been executed. If NO, Continue onto SECTION IV.</p>				
SECTION IV: CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)				
<p>1 Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, Continue onto #2 in this Section.</p>				
Employee Information Form (EIF) Subcontractor Information Form (SIF)		LW 8 - Employee Information Form AND LW 18 - Subcontractor Information Form http://bca.lacity.org/index.cfm?nid=ee&text=body-div_occ_lwo_forms.cfm		
<p>2 THIS FORM IS NOW COMPLETE - PLEASE SUBMIT PAGES 1, 2, EIF and SIF TO OCC once the contract has been executed.</p>				

ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LW-1

¹ **Less than three months OR less than \$25,000 - LAAC 10.37.1(j):** Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.

² **Governmental Entities - LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

³ **Purchase of Goods, Property, or a Lease of Property with City as Lessee - LAAC 10.37.1(j):** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - "Incidental services" means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.

⁴ **Construction contracts LAAC 10.37.1(j):** Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.

⁵ **Business Improvement Districts (BID):** Service agreements funded with the BID's assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID's assessment money remain subject to the LWO unless they otherwise qualify for an exemption.

⁶ **City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c):** Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

Thus, such agreements are categorically exempt from the LWO if the assistance given in a 12-month period is below \$1,000,000 and less than \$100,000 per year on a continuing basis. Example: The City approves a loan to a contractor of \$5,000,000 for the development of shopping center that will create new jobs. The loan is for 20 years at an interest rate of 4%. At the time the awarding authority grants approval for the loan, the Applicable Federal Rate (AFR) referenced in the LWO is 4.6%.

This contract is not subject to the LWO because it does not meet the financial thresholds, as explained below: The amount of financial assistance used to determine whether the contractor meets the LWO thresholds is amount the contractor saves in interest payments. To determine the amount of savings on interest payments (the financial assistance), the annual savings on interest rate is calculated as follows:

Financial Assistance = (Amount of Loan @ AFR) - (Amount of Loan @ City rate)

Financial Assistance = (\$5,000,000 x 4.6%) - (\$5,000,000 x 4%)

Financial Assistance = \$230,000 - \$200,000

Financial Assistance = \$30,000

Thus, the contractor receives \$30,000 in financial assistance per year for the next 20 years. This is less than \$1 Million in a year, and less \$100,000 per year on a continuing basis. Therefore, the contractor is exempt from the LWO. No approval from the OCC is required, and the awarding department may indicate this exemption on the Departmental Determination of Coverage form.

⁷ **City Financial Assistance Recipient -** Means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. § 91274(d), 7672(f). A recipient shall not be deemed to include lessees and sublessees.

⁸ **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

⁹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement with the City, or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the agreement with the City, regardless of whether the person works on the City agreement. In calculating the salary of the CEO and the wage rate of the lowest paid worker, the corporation may not include items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions.

Child care workers: Even if a corporation meets the requirements for exemption as a 501(c)(3) non-profit organization, if the corporation provides child care services as part of the City agreement or employs child care workers who will work on the City agreement, the corporation must pay all child care workers working on the subject agreement the required LWO wage rate. The LWO requirements regarding compensated and uncompensated days off are also applicable to those child care workers.

¹⁰ **Grant-funded Services:** Agreements let by the City involving federal or state grant funds shall be subject to the LWO unless the grant-funding agency indicates in writing that the provisions of the Ordinances should not apply. The awarding authority shall provide a copy of grant-funding agency's determination to the OCC.

¹¹ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

¹² **Exemption by Collective Bargaining Agreement - LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the

superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

¹³ See Endnote #12

¹⁴ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

¹⁵ See Endnote #12

¹⁶ See Endnote #9

¹⁷ **CFAR: First Year Financial Assistance Recipients – 10.37.1(c):** A first-year City financial assistance recipient (CFAR) applying for exemption under Section 10.37.1(c) of the LWO shall submit proof of its start up date and workforce documentation with its application for exemption. If the OCC grants an exemption on this basis, the first year CFAR is exempt from the LWO for a period of one year from the date the exemption is approved.

¹⁸ **CFAR: Employing Fewer Than Five Employees – 10.37.1(c):** A City financial assistance recipient (CFAR) claiming exemption on the basis that it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year shall submit with its application for exemption payroll registers for that twenty (20) week period to verify eligibility.

¹⁹ **CFAR: Hardship waivers for job training and preparation programs – 10.37.1(c):** A City financial assistance recipient (CFAR) that employs the longterm unemployed or provides trainee positions intended to prepare employees for

permanent positions may request an economic hardship waiver pursuant to Section 10.37.1(c). The CFAR must submit to the awarding authority documentation of the program's demonstrated and projected results and the potential adverse impact due to compliance with this article. The awarding authority will forward the documentation and its recommendation to the City Council for consideration. A copy of such a recommendation shall be forwarded to the OCC.

²⁰ **CFAR: Employee Exemption – 10.37.1(c):** A City financial assistance recipient (CFAR) that claims exemption pursuant to Section 10.37.1(e) for its employees who expend less than half of their time on the City funded project or the employees of its service contractor, if any, who expend less than half of their time on the premises of the CFAR directly involved with the activities funded by the City, shall be responsible for maintaining records of applicable hours and descriptions of work performed to substantiate the exemption.

APPENDIX D – BACKGROUND CHECK CERTIFICATION

Pending?

APPENDIX E - INSURANCE REQUIREMENTS

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

Agreement/Activity/Operation: Work Management Information System (WMIS)
 Reference/Agreement: eRSP-102346
 Term of Agreement: _____
 Contract Administrator and Phone: Eric Taylor JFB Room 851 (213) 367-2418
 Buyer and Phone Number: Charvon Tolson (213) 367-1881
 Risk Manager /Date: _____ MRM 09/26/11

Contract-required types and amounts of insurance as indicated below by checkmark are the minimum which must be maintained. All limits are Combined Single Limit (Bodily Injury/Property Damage) unless otherwise indicated. Firm 30 day Notice of Cancellation required by Receipted Delivery.

PER OCCURRENCE LIMITS

- (x) WORKERS' COMPENSATION(Stat. Limits)/Employer's Liability: (\$1,000,000.00)
- | | |
|---|---|
| <input checked="" type="checkbox"/> Broad Form All States Endorsement | <input type="checkbox"/> US L&H (Longshore and Harbor Workers) |
| <input type="checkbox"/> Jones Act (Maritime Employment) | <input type="checkbox"/> Outer Continental Shelf |
| <input checked="" type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Black Lung (Coal Mine Health and Safety) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- (x) AUTOMOBILE LIABILITY: (\$1,000,000.00)
- | | |
|---|--|
| <input checked="" type="checkbox"/> Owned Autos | <input type="checkbox"/> Any Auto |
| <input checked="" type="checkbox"/> Hired Autos | <input checked="" type="checkbox"/> Non-Owned Auto |
| <input type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Additional Insured |
| <input type="checkbox"/> MCS-90 (US DOT) | <input type="checkbox"/> Trucker's Form |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ |
- (x) GENERAL LIABILITY: () Limit Specific to Project () Per Project Aggregate (\$1,000,000.00)
- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Broad Form Property Damage | <input checked="" type="checkbox"/> Contractual Liability | <input checked="" type="checkbox"/> Personal Injury |
| <input checked="" type="checkbox"/> Premises and Operations | <input checked="" type="checkbox"/> Products/Completed Ops. | <input checked="" type="checkbox"/> Independent Contractors |
| <input type="checkbox"/> Fire Legal Liability | <input type="checkbox"/> Garagekeepers Legal Liab. | <input type="checkbox"/> Child Abuse/Molestation |
| <input type="checkbox"/> Corporal Punishment | <input type="checkbox"/> Collapse/Underground | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Watercraft Liability | <input type="checkbox"/> Pollution | <input checked="" type="checkbox"/> Addition Insured Status |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Airport Premises | <input type="checkbox"/> Hangarkeepers Legal Liab. |
| <input type="checkbox"/> Marine Contractors Liability | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- (x) PROFESSIONAL LIABILITY: (\$1,000,000.00)
- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Contractual Liability | <input type="checkbox"/> Waiver of Subrogation | <input checked="" type="checkbox"/> 3 Year Discovery Tail |
| <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Vicarious Liability Endt. | <input checked="" type="checkbox"/> Other: <u>Electronic Data</u> |
- () AIRCRAFT LIABILITY: ()
- | | | |
|---|--|---|
| <input type="checkbox"/> Passenger Per Seat Liability | <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Hull Waiver of Subrogation |
| <input type="checkbox"/> Pollution | <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Other: _____ |
- () PROPERTY DAMAGE: () Loss Payable Status (AO/MA) ()
- | | | |
|---|---|---|
| <input type="checkbox"/> Replacement Value | <input type="checkbox"/> Actual Cash Value | <input type="checkbox"/> Agreed Amount |
| <input type="checkbox"/> All Risk Form | <input type="checkbox"/> Named Perils Form | <input type="checkbox"/> Earthquake: _____ |
| <input type="checkbox"/> Builder's Risk:\$_____ | <input type="checkbox"/> Boiler and Machinery | <input type="checkbox"/> Flood: _____ |
| <input type="checkbox"/> Transportation Floater:\$_____ | <input type="checkbox"/> Contractors Equipment\$_____ | <input type="checkbox"/> Loss of Rental Income: _____ |
| <input type="checkbox"/> Scheduled Locations/Propt. | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- () WATERCRAFT: ()
- | | | |
|---|---------------------------------------|---|
| <input type="checkbox"/> Protection and indemnity | <input type="checkbox"/> Pollution | <input type="checkbox"/> Additional Insured |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |
- () POLLUTION: ()
- | | | |
|--|---|---|
| <input type="checkbox"/> Incipient/Long Term | <input type="checkbox"/> Sudden and Accidental | <input type="checkbox"/> Additional Insured |
| <input type="checkbox"/> Waiver of Subrogation | <input type="checkbox"/> Contractor's Pollution | <input type="checkbox"/> Other: _____ |
- () CRIME: () Joint Loss Payable Status () Additional Insured ()
- | | | |
|--|---|--|
| <input type="checkbox"/> Fidelity Bond | <input type="checkbox"/> Financial Institution Bond | <input type="checkbox"/> Loss of Monies/Securities |
| <input type="checkbox"/> Employee Dishonesty | <input type="checkbox"/> In Transit Coverage | <input type="checkbox"/> Wire Transfer Fraud |
| <input type="checkbox"/> Computer Fraud | <input type="checkbox"/> Commercial Crime | <input type="checkbox"/> Forgery/Alteration of Docs. |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ | |
- () ASBESTOS LIABILITY: () Additional Insured ()

APPENDIX F – STATEMENT OF WORK FOR TASK NO. 1

Preparation and Planning for ARM Suite Upgrade and Automated Vehicle Location (AVL) Implementation

1. Project Preparation and Planning for ARM Upgrade Task

In the Project Preparation and Planning Stage, the decision makers define the project objectives and decision making process.

In this phase the project is initiated and internal company project setup activities are completed. The Project Manager from Logica and the Project Lead from LADWP meet to coordinate and clarify project objectives and boundaries. Details of how the project will be planned, executed, monitored and controlled and closed are determined. The Project Management Plan is created along with the baseline for the schedule, cost and quality and the risk register.

The following activities will be performed during this stage:

- a) Defining clear project objectives, processes, and procedures
- b) Agreeing an efficient decision making process
- c) Developing and agree the Project Charter
- d) Develop and agree the project management plans and control procedures
- e) Logica Solution Consultants will prepare for the overview training sessions.

i.) Project Initiation

In this activity the decision makers define the project objectives and decision making process and write the Project Charter. Internal Company project setup activities are completed. The Logica Project Manager and LADWP's Project Lead meet to:

- a) Review project objectives and project success criteria
- b) Identify Project Sponsor and stakeholders, and establish stakeholder communication requirements
- c) Review scope, boundaries, constraints, assumptions, and deliverables
- d) Confirm project organization structure, project team roles and establish the decision making process
- e) Establish the change management process including issue tracking and configuration management
- f) Identify risk and preferred strategies for risk mitigation
- g) Review project schedule and budget from Proposal
- h) Draft communications plan and operating procedures

The key objectives of this phase are:

- a) Define clear project objectives
- b) Agree on an efficient decision making process

- c) Agree the Project Charter

The key output of this phase is the Project Charter. The Project Charter is the high level definition of:

- a) What the project is
- b) Why is it needed (i.e., what business need it fulfils)
- c) Its objectives (i.e. what it will accomplish),
- d) Its success criteria
- e) Stakeholders and key participants
- f) Who is responsible for the project (i.e. who the Project Manager) and how much authority the PM has for decision making.

ii.) Project Charter – Roles/Responsibilities/Deliverables/Milestones

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure clarity of business objectives • Prepare Project Charter • Logica Internal project initiation activities
LADWP Project Lead	<ul style="list-style-type: none"> • Ensure clarity of business objectives • Provide stakeholder information • Prepare Project Charter • LADWP internal project initiation activities • Review and agree the Project Charter

Deliverables

Responsibility	Deliverable	Action
Logica / LADWP	Project Charter	LADWP and Logica Agree

Milestones

LADWP ARM Implementation Milestone
Project Charter Agreed

iii.) Project Management Planning

The Logica Project Manager and LADWP’s Project Lead will meet to determine in more detail how the project will be planned, executed, monitored and controlled, and closed.

The **Project Plan** is the *definitive* document that defines the project approach and governs how the project will be executed, monitored and controlled to achieve its aims as defined in the project scope statement. It guides the Project Manager and the entire project team in all aspects of the project.

It also defines how changes can be made and the process for reviewing proposed changes and accepting or rejecting them. All proposed changes will be reviewed by the Leadership Change and follow the Integrated Change Control process prior to being assimilated into the project or rejected.

It addresses how the following areas will be managed; these correspond to the PMI defined project management process groups and applicable baselines including:

- a) Scope management plan / scope baseline
- b) Schedule management plan /schedule baseline / milestone chart
- c) Cost management plan /cost baseline
- d) Staffing management plan / resource availability calendars
- e) Communications management plan
- f) Process improvement
- g) Risk register and risk management plan
- h) Procurement management plan – for the purchase of hardware /software, etc.
- i) Phased mobile rollout planning

These management plans describe how change management will be handled for the employees impacted by the solution.

A separate **Quality Plan** is also written, which includes the Quality Management Plan and Quality Baseline.

The Project and Quality plans are iterative and are refined during this stage. Once they are finalized and approved, the Project Schedule, Budget, and Quality requirements will be treated as the project baseline. Finalization of the Project Plan includes scheduling the applicable participants for workshops, reviews, and meetings.

During the creation of the project plan, the Proposal will be reviewed – this will be considered as the definitive scope statement for the project. The scope is decomposed into Work Packages and the Work Breakdown Structure of the project is agreed. Resource requirements, duration estimates, and activities of the project implementation schedule are reviewed and agreed.

The roles and responsibilities of both LADWP and Logica core team members are reviewed, clearly stated, and agreed upon.

As part of this planning task, the project team operating procedures will be identified. These procedures will be incorporated into the Project Plan and will cover:

- a) Status reporting and status meeting requirements

- b) Issue tracking and management
- c) Scope management and control
- d) Change management activities and the establishment of the Project Leadership Team
- e) Project communication plans
- f) Project quality plans
- g) Performance Reporting Metrics
- h) Risk Identification, Assessment and Mitigation Strategy Development
- i) Phased Mobile Rollout

Logica and the LADWP Project Lead will also discuss project risks and ideas to avoid or contain the risks. Results of the risk discussion are documented in a **Project Risk Register** that will be consulted and updated regularly.

Plans will be established for communicating project status and concerns with the Project sponsors and key stakeholders and executives identified in the initiating phase. This will include written status reports and regularly scheduled meetings.

iv.) Project Management Tools

Logica makes use of the following tools for project management:

- a) Issue tracking – Issue Log
- b) Product questions, defect resolution via Remedy (problem tracking system)
- c) Weekly status report and/or monthly project status report submitted to LADWP
- d) Microsoft Project will be used for tracking the project schedule and resources availability
- e) Risk register will include risk identification, probability, impact analysis matrix
- f) Time and expense management via Agresso reporting system

v.) Facilitation of Collaborative Team Working

Logica North America project staff routinely makes use of the following technologies:

- a) Workspaces such as SharePoint
- b) Videoconferencing
- c) MS Office Communicator
- d) Email
- e) Phone calls
- f) Webex supported conference calls

At the end of this stage, the Project and Quality plan are agreed and preparations made for the project kick-off meeting, to include participation by LADWP's Project Sponsor.

vi.) Project Plans – Roles/Responsibilities/Deliverables/ Milestones

Roles and Responsibilities

Roles	Responsibilities
-------	------------------

Logica Project Manager	<ul style="list-style-type: none"> • Prepare Project and Quality Plan, including management and control documents • Ensure clarity of project activities • Finalization of project plans and baselines after agreement from LADWP Project Lead and Project Sponsor
LADWP Project Lead	<ul style="list-style-type: none"> • Identify LADWP resources, assign to project and schedule. • Input to Project and Quality Plan, including management and control documents • Ensure clarity of project activities • Agree final versions and obtain approval from Project Sponsor

Deliverables

Responsibility	Deliverable	Action
Logica / LADWP	Project Plan	LADWP Agree
Logica / LADWP	Quality Plan	LADWP Agree
Logica / LADWP	Project Status Reports and Steering Committee Meeting Schedule	LADWP Agree
Logica / LADWP	Issue Tracking Tool Risk Register	LADWP Agree
Logica / LADWP	Project schedule Baseline	LADWP Agree
LADWP	Change Management Plan	Logica Review

Milestones

LADWP ARM Implementation Milestone
Project Plans Approved

2. Project Preparation and Planning for Automated Vehicle Location (AVL) Implementation

In the Project Preparation and Planning Stage, the decision makers define the project objectives and decision making process.

In this phase the project is initiated and internal company project setup activities are completed. The Project Manager from Logica and the Project Lead from LADWP meet to coordinate and clarify project objectives and boundaries. Details of how the project will be planned, executed, monitored and controlled and closed are determined. The Project Management Plan is created along with the baseline for the schedule, cost and quality and the risk register.

The following activities will be performed during this stage:

- a) Defining clear project objectives, processes, and procedures
- b) Agreeing an efficient decision making process
- c) Developing and agree the Project Charter
- d) Develop and agree the project management plans and control procedures
- e) Logica Solution Consultants will prepare for the overview training sessions.

vii.) Project Initiation

In this activity the decision makers define the project objectives and decision making process and write the Project Charter. Internal Company project setup activities are completed. The Logica Project Manager and LADWP's Project Lead meet to:

- a) Review project objectives and project success criteria
- b) Identify Project Sponsor and stakeholders, and establish stakeholder communication requirements
- c) Review scope, boundaries, constraints, assumptions, and deliverables
- d) Confirm project organization structure, project team roles and establish the decision making process
- e) Establish the change management process including issue tracking and configuration management
- f) Identify risk and preferred strategies for risk mitigation
- g) Review project schedule and budget from Proposal
- h) Draft communications plan and operating procedures

The key objectives of this phase are:

- a) Define clear project objectives
- b) Agree on an efficient decision making process
- c) Agree the Project Charter

The key output of this phase is the Project Charter. The Project Charter is the high level definition of:

- a) What the project is
- b) Why is it needed (i.e., what business need it fulfils)
- c) Its objectives (i.e. what it will accomplish),
- d) Its success criteria
- e) Stakeholders and key participants
- f) Who is responsible for the project (i.e. who the Project Manager) and how much authority the PM has for decision making.

viii.) Project Charter – Roles/Responsibilities/Deliverables/Milestones

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure clarity of business objectives • Prepare Project Charter • Logica Internal project initiation activities
LADWP Project Lead	<ul style="list-style-type: none"> • Ensure clarity of business objectives • Provide stakeholder information • Prepare Project Charter • LADWP internal project initiation activities • Review and agree the Project Charter

Deliverables

Responsibility	Deliverable	Action
Logica / LADWP	Project Charter	LADWP and Logica Agree

Milestones

LADWP ARM Implementation Milestone
Project Charter Agreed

ix.) Project Management Planning

The Logica Project Manager and LADWP’s Project Lead will meet to determine in more detail how the project will be planned, executed, monitored and controlled, and closed.

The **Project Plan** is the *definitive* document that defines the project approach and governs how the project will be executed, monitored and controlled to achieve its aims as defined in the project scope statement. It guides the Project Manager and the entire project team in all aspects of the project.

It also defines how changes can be made and the process for reviewing proposed changes and accepting or rejecting them. All proposed changes will be reviewed by the Leadership Change and follow the Integrated Change Control process prior to being assimilated into the project or rejected.

It addresses how the following areas will be managed; these correspond to the PMI defined project management process groups and applicable baselines including:

- a) Scope management plan / scope baseline
- b) Schedule management plan /schedule baseline / milestone chart
- c) Cost management plan /cost baseline
- d) Staffing management plan / resource availability calendars
- e) Communications management plan
- f) Process improvement
- g) Risk register and risk management plan
- h) Procurement management plan – for the purchase of hardware /software, etc.
- i) Phased mobile rollout planning

These management plans describe how change management will be handled for the employees impacted by the solution.

A separate **Quality Plan** is also written, which includes the Quality Management Plan and Quality Baseline.

The Project and Quality plans are iterative and are refined during this stage. Once they are finalized and approved, the Project Schedule, Budget, and Quality requirements will be treated as the project baseline. Finalization of the Project Plan includes scheduling the applicable participants for workshops, reviews, and meetings.

During the creation of the project plan, the Proposal will be reviewed – this will be considered as the definitive scope statement for the project. The scope is decomposed into Work Packages and the Work Breakdown Structure of the project is agreed. Resource requirements, duration estimates, and activities of the project implementation schedule are reviewed and agreed.

The roles and responsibilities of both LADWP and Logica core team members are reviewed, clearly stated, and agreed upon.

As part of this planning task, the project team operating procedures will be identified. These procedures will be incorporated into the Project Plan and will cover:

- a) Status reporting and status meeting requirements
- b) Issue tracking and management
- c) Scope management and control
- d) Change management activities and the establishment of the Project Leadership Team
- e) Project communication plans
- f) Project quality plans
- g) Performance Reporting Metrics
- h) Risk Identification, Assessment and Mitigation Strategy Development
- i) Phased Mobile Rollout

Logica and the LADWP Project Lead will also discuss project risks and ideas to avoid or contain the risks. Results of the risk discussion are documented in a **Project Risk Register** that will be consulted and updated regularly.

Plans will be established for communicating project status and concerns with the Project sponsors and key stakeholders and executives identified in the initiating phase. This will include written status reports and regularly scheduled meetings.

x.) Project Management Tools

Logica makes use of the following tools for project management:

- a) Issue tracking – Issue Log
- b) Product questions, defect resolution via Remedy (problem tracking system)
- c) Weekly status report and/or monthly project status report submitted to LADWP
- d) Microsoft Project will be used for tracking the project schedule and resources availability
- e) Risk register will include risk identification, probability, impact analysis matrix
- f) Time and expense management via Agresso reporting system

xi.) Facilitation of Collaborative Team Working

Logica North America project staff routinely makes use of the following technologies:

- a) Workspaces such as SharePoint
- b) Videoconferencing
- c) MS Office Communicator
- d) Email
- e) Phone calls
- f) Webex supported conference calls

At the end of this stage, the Project and Quality plan are agreed and preparations made for the project kick-off meeting, to include participation by LADWP's Project Sponsor.

xii.) Project Plans – Roles/Responsibilities/Deliverables/ Milestones

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Prepare Project and Quality Plan, including management and control documents • Ensure clarity of project activities • Finalization of project plans and baselines after agreement from LADWP Project Lead and Project Sponsor
LADWP Project Lead	<ul style="list-style-type: none"> • Identify LADWP resources, assign to project and schedule. • Input to Project and Quality Plan, including management and control documents • Ensure clarity of project activities

	<ul style="list-style-type: none"> • Agree final versions and obtain approval from Project Sponsor
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Deliverables

Responsibility	Deliverable	Approval
Logica / LADWP	Project Plan	LADWP Agree
Logica / LADWP	Quality Plan	LADWP Agree
Logica / LADWP	Project Status Reports and Steering Committee Meeting Schedule	LADWP Agree
Logica / LADWP	Issue Tracking Tool Risk Register	LADWP Agree
Logica / LADWP	Project schedule Baseline	LADWP Agree
LADWP	Change Management Plan	Logica Review

Milestones

LADWP ARM Implementation Milestone
Project Plans Approved

APPENDIX G – STATEMENT OF WORK FOR TASK NO. 2

Asset Resource Management (ARM) Suite Upgrade of the Power System including Resource Manager and Field Manager (Mobile WMIS Replacement) Implementation

Sub Task 2(b) Project Start and Planning

This task is to upgrade the LADWP's current ARM to the latest ARM version 1.4 in accordance to the Project Charter and Project Plans established in Task No.1. The upgrade process includes but not restricted to the following items:

1. Technical Blueprint Definition (TBD)
2. Establish Project Team Facilities
3. Project Kick-off Meeting
4. Solution Design
5. Solution Configuration
6. Solution Verification
7. Final Preparation
8. Go-Live, Maintenance, and Support

These items are detailed as follows:

1. Technical Blueprint Definition

Logica's System Engineer meets with the infrastructure and systems architecture team to develop the Technical Blueprint Definition (TBD) for the solution. The TBD is sized for production implementation which would include the implementation of the new modules and any changes to architecture based upon the upgrade to ARM 1.4. The infrastructure and systems architecture teams are also responsible for establishing physical and virtual environments in which the project team will operate.

The Technical Blueprint Definition (TBD) consists of activities required to assess the LADWP's existing technical architecture and identify any variations or gaps that must be addressed to support the ARM 1.4 product suite deployment along with the interface modules. This will include identifying the infrastructure required to enable ARM to interact with the LADWP's existing enterprise systems.

The primary objectives of the Technical Blueprint Definition are:

Identify the enterprise standards for the systems and computing infrastructure and document the level of conformance and variance in the deployment.

Assess the deployment environment (which includes network, security—internal and DMZ—and bandwidth) and document the level of conformance and variance

Assess the existing interconnectivity infrastructure (middleware layers) and document the level of conformance and variance

Assess the deployment specific business information like number of valid/active users, user types by geographic and functional segmentation, and key business process parameters (Work Request, etc.).

Assess and document any changes in 3rd party software requirements based upon the upgrade to ARM 1.4

The result of the above set of activities enables the project team to verify the technical architecture and technology requirements in terms of:

Business process parameters

Interconnectivity infrastructure (e.g., middleware, EAI, Web Services, etc.)

Systems and network capacity

Deployment constraints and operational management

Planned growth and possible variations.

The results of this investigation are documented in the Technical Blueprint Definition. The requirements for hardware and software needed to support the ARM installation, sized to LADWP's production implementation are provided. This document allows LADWP to procure the necessary infrastructure to support the ARM Product Suite and to support installation of the solution into production as well as the various project environments that will be required.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	Oversight of activities and scheduling of Logica resources
Logica System Engineer	<ul style="list-style-type: none"> • Assess the infrastructure requirements • Liaises with LADWP Infrastructure and System Architecture teams to determine appropriate performance testing metrics and load requirements for the production deployment. • Writes Technical Blueprint Definition (TBD) document.
LADWP Infrastructure and LADWP System Architecture	Provide information on the infrastructure requirements and review and agree Technical Blueprint Definition
LADWP Project Lead	Identify and schedule LADWP resources Approve Technical Blueprint Definition deliverable

Deliverables

Responsibility	Deliverable	Action
Logica	Technical Blueprint Definition (TBD)	LADWP Agree

Milestones

LADWP ARM Implementation Milestone
Technical Blueprint Definition Approved

2. Establish Project Team Facilities

A key part of preparing for the project involves securing a project team space for the team to work uninterrupted from issues external to the project. Within this step, not only should a physical environment be provided for the team, but all relevant communications and accessibility issues should be addressed (e.g. all relevant user access, security, and remote accessibility setups). Work during this step should be conducted by LADWP's infrastructure lead supported by Logica's technical manager.

Roles and Responsibilities

Roles	Responsibilities
Logica Technical Consultant	Assist the project team to acquire, and or set up, relevant LADWP communication requirements
LADWP Infrastructure Lead	<ul style="list-style-type: none">• Establish physical environment or project team space• Arrange for office infrastructure suitable for a larger project team• Arrange for all security and access both physical and infrastructure wise

3. Project Kick-off Meeting

The final activity of this stage is the project kick-off meeting. The purpose of this meeting is:

To communicate to team members and key stakeholders the project approach and objectives

To give the project management team an opportunity to establish ground rules and introduce project processes such as communication and issue resolution protocol

The kick-off meeting also provides the LADWP executive sponsors an opportunity to communicate how the project fits into the vision for the company. The kick-off meeting should be led by LADWP project lead with the assistance from the Logica PM and the Project Sponsor.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager LADWP Project Sponsor	Jointly conduct the kick-off meeting
LADWP Project Lead	Leads kick-off meeting

Deliverables

Responsibility	Deliverable	Action
Logica / LADWP	Kick-off meeting agenda	LADWP Agree
LADWP	Kick-off Meeting Minutes / Presentation	LADWP circulates to interested parties

Milestones

LADWP ARM Implementation Milestone
Project Kick-off Meeting Held

4. Solution Design

The objective of the Solution Design phase is to identify and define the business processes to be configured in the ARM solution. Impacts to existing LADWP business processes and interfaces will be identified and documented.

The ARM software will be used to simulate some of the business processes to enhance the team's understanding of the product, as well as ensuring that the designed business processes conform to best practices within the software. The material gathered by the LADWP team in the Project Prep phase will be used as input and reference for these tasks.

The scope of this Proposal is to design business and functional process flows to support:

- a) Resource Manager impact on current scheduling processes
- b) Revised scheduling methodologies required to adopt manual or automated scheduling
- c) Field Manager impact on the current field data collection processes and dispatch of scheduled work
- d) Continued integration support for LADWP's custom Time Reporting application

As part of performing business simulations of the LADWP business processes within the ARM software, Logica, with LADWP support, will configure those elements of the LADWP business data required to support the design sessions. This configuration (e.g., work request types, workflow, contracts, and scheduling work lists) will be carried forward as the starting point for activities in the Solution Configuration phase.

At the end of the Solution Design phase, high-level plans for key configuration, training and testing activities will be created. These plans, along with the detailed work breakdown and associated effort for the remaining project tasks will be validated against this Proposal and corresponding schedule activity duration from the work plan. This validation will act as a key checkpoint for the project and ensure that the business objectives are being met and also support the creation of a more detailed resource plan for the remaining project tasks.

LADWP may elect, at this point, to request that Logica provide additional services to supplement LADWP staffing in order to complete the configuration / system set-up as required.

The following tasks are performed during the Solution Design phase:

- a) Creation of the initial project ARM environment
- b) Providing overview training to the LADWP Business (core) Team members on Resource Manager as well as reviewing changes in ARM 1.4 Work Manager, Central Configuration and other products.
- c) Planning and executing the workshops to define the business processes to be implemented and associated requirements. This includes a high level definition and review of the effort allocated in this Proposal and Schedule for implementing the following items associated with the business processes:
 - i) Training
 - ii) Configuration
 - iii) Interfaces

- iv) Reports
- v) Customizations
- d) Planning and conducting simulations of key scheduling, field reporting, dispatch and work management.

I. Product Overview Training

The LADWP core project team will be trained by Logica prior to beginning the design workshops. The intent of this training is to provide the team with an overview into how the ARM 1.4 solution operates and how it can be applied to LADWP business processes. It is not intended to be detailed product training. It is assumed that most team members should already have a familiarity with key aspects of ARM through its use at LADWP, and that they will become more knowledgeable in the applications through subsequent project activities.

The core team training will include the following topics:

- a) ARM 1.4 Overview
- b) ARM Work Manager including Web Portal
- c) System Manager
- d) Field Manager
- e) Resource Manager
- f) Overview training and changes in ARM 1.4
- g) ARM Work Manager
- h) IMF*Plus*
- i) Security/Admin

The primary focus of this training will be on Field Manager and Resource Manager as LADWP is already familiar with the other products in the ARM Suite; the functional and technical differences between ARM 1.2.3 and ARM 1.4 will be highlighted. The ARM 1.4 Overview session is a general overview of the product suite tailored to both Core Team members and others requiring exposure to the system. While the other sessions are focused on specific topics, it is recommended that the Core Team attend all sessions to get a broad understanding of the products in order to be effective on the project. Other LADWP project team members, and key non-project, personnel with an interest in those areas are invited to attend as well. However, to maintain effectiveness of the training, Logica Best Practices recommends limiting class sizes to 20 participants or less.

Due to the timing of the Core Team Training within the project schedule and the added software components and configuration, Core Team Training may take place on a Logica hosted environment, rather than the LADWP Test Environment.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Director	<ul style="list-style-type: none"> • Educate LADWP project team resources in the capabilities and functions of the ARM suite components being provided under the contract. • Enable LADWP project team's effectiveness for solution definition. • Begin building an awareness of changes that must take place in processes to implement the ARM suite.
Logica Solution Consultants	<ul style="list-style-type: none"> • Deliver ARM training class for each module provided at LADWP • Attend the orientation and participate as appropriate.
Logica Lead Integration Consultant	<ul style="list-style-type: none"> • Attend the IMF sessions and participate as appropriate. • Support the Solution Director in answering any technical or capacity related questions that may emerge.
LADWP Project Lead, LADWP Business Analysts and Business Support	Attend and participate in orientation training
Logica Project Manager	<ul style="list-style-type: none"> • Support the Solution Director and LADWP Project Lead. • Answer any project methodology or procedure related questions.

Deliverables

Responsibility	Deliverable	Action
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Responsibility	Deliverable	Action
Logica	One electronic copy of any training materials used	LADWP Confirm
Logica	Overview training sessions	LADWP Confirm
LADWP	As many hard-copy training guides as desired	LADWP Confirm

Milestones

LADWP ARM Implementation Milestone
ARM Overview Training Completed

II. Create Initial ARM Project Environment

Following the Technical Blueprint Definition, the current version of the ARM Product Suite, applicable to the LADWP contract, will be installed in the LADWP environment. LADWP will obtain and install the hardware and/or software identified as a prerequisite. Likewise, any recommended environmental or architectural changes will be implemented prior to the ARM software installation.

These products will be installed on equipment and database software provided by LADWP. The installation will require support from LADWP's Infrastructure and Systems Architecture to help configure LADWP equipment and database.

Included in the installation is an initial migration of LADWP's existing WMIS data to ARM 1.4. Logica will provide LADWP with data migration scripts to upgrade the existing WMIS 1.2.3 data and database structures to an ARM 1.4 database. It is assumed that there will be no additional conversion of transaction data required for Resource Manager and Field Manager, however, configuration of these two modules will be done as part of the ARM Solution Configuration tasks.

As part of the data migration activities, the process by which the configuration data is controlled and managed will be defined. Updates to the ARM reference data and configuration will occur throughout the project. The data control process will ensure that as updates are made that they are available to the various testing environments and eventually to the production environment.

The Logica Systems Engineer will perform the initial ARM software installation, with assistance from LADWP's Infrastructure and Systems Architecture team. Once installed, the Logica

Systems Engineer and Solution Consultants will verify that the ARM installation and setup has been completed correctly. The Logica Systems Engineer will provide installation documentation to LADWP and train LADWP's Systems Administration, DBA and Security resources in how to install the ARM Product Suite and perform system and database administration.

LADWP infrastructure resources will establish the project team infrastructure, including networking and network and system access, printers, workstations, internet access, and other tools needed by the ARM project team. Physical workspace for the project team will be established at this time as well.

Note: The ARM Software version installed initially (and used for orientation exercises) may not be the same version as will be provided for production.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	Oversight of activities and scheduling of Logica resources
Logica Systems Engineer	<ul style="list-style-type: none"> • Install the ARM Product suite and verifies the installation in LADWP's initial project environment • Write and deliver installation documentation • Provides training to LADWP's System Architecture on the installation of the Product Suite into new environments and system and database administration issues specific to the Product Suite
Logica Solution Consultant	Assists the System Engineer in verifying the successful installation of the Product Suite
Logica Technical Consultant	<ul style="list-style-type: none"> • Provide LADWP with ARM 1.4 Data Migration Scripts • Perform initial data migration as part of initial ARM installation • Provide Consultation on the Data Migration scripts.
LADWP Project Lead	<ul style="list-style-type: none"> • Schedule LADWP resources • Verifies Successful Installation

Roles	Responsibilities
LADWP System Architecture	<ul style="list-style-type: none"> • Setup the ARM application environment, according to the Hardware and Software specification described in the Technical Blueprint Definition (TBD). • Participate in initial ARM software installation • Review recycle for installation document • Receive training from System Engineer
LADWP Infrastructure	<ul style="list-style-type: none"> • Procure infrastructure and setup project hardware on network and 3rd party software • Support Installation activities

Deliverables

Responsibility	Deliverable	Action
Logica	Installation Documentation	LADWP Agree
Logica	ARM installed at LADWP site (initial environment)	LADWP Agree
Logica	System Admin Training for ARM Products	LADWP Agree
Logica	ARM 1.4 Data Migration Scripts	LADWP Review
LADWP	Hardware/software environment configured (per TBD) ready for Solution Installation	Logica Agree
LADWP	Development, Test, SAT and Production environments configured per TBD	
LADWP	Data Management Procedures	Logica Review

Milestones

LADWP ARM Implementation Milestone
ARM Installation into LADWP environment

III. Technical Training

As an existing ARM customer, LADWP is familiar with the ARM architecture and environment. Through hands on participation in the installation of the ARM software, LADWP Technical Infrastructure team members (DBA's, Unix Administrators, Middleware Team) will learn the additional steps necessary to install, deploy and support ARM.

In addition to the hands-on training, Logica conducts training in the following areas to help LADWP become more self sufficient in support of the ARM software.

a) System Manager – IMFPlus Training

ARM System Manager's *IMFPlus* and Business Application Framework, provides an XML messaging integration using inbound and customer define outbound messages to/ from external systems.

b) System Manager – Extension Development Training

Training will be provided to enable custom extensions to be developed and embedded within the ARM framework by LADWP resource.

c) Forms Development Training

d) Logica will provide LADWP personnel with training on developing the InfoPath forms necessary to support mobile field activities.

e) Troubleshooting and Analysis

A Logica Technical Consultant will conduct a workshop with LADWP technical analysts on the steps necessary to troubleshoot issues with the Mobile Workforce Management suite. The topics include:

i.) Location of logs

ii.) Reading and analyzing the logs

iii.) Common issues and steps to resolve

iv.) When to contact Logica support group and the information to provide to them.

Roles and Responsibilities

Roles	Responsibilities
Logica Technical Consultants	<ul style="list-style-type: none"> • Deliver ARM training class for each module provided at LADWP • Attend the orientation and participate as appropriate.
Logica Lead Integration Consultant	<ul style="list-style-type: none"> • Attend the IMF sessions and participate as appropriate. • Support the Technical Consultant in answering any technical or capacity related questions that may emerge.
LADWP Project Lead, LADWP Business Analysts and Business Support	Attend and participate in orientation training

Deliverables

Responsibility	Deliverable	Action
Logica	One electronic copy of any training materials used	LADWP Confirm
Logica	Overview technical training sessions	LADWP Confirm
LADWP	As many hard-copy training guides as desired	LADWP Confirm

Milestones

LADWP ARM Implementation Milestone

Sub Task 2(c) Solution Blueprint

IV. Solution Blueprint

The first step in Solution Design is to develop a blueprint for the overall business solution with focus on the business processes impacted by use of Resource Manager and Field Manager including changes impacting integration to LADWP external systems and time reporting. The team will conduct a series of workshops to review the impact of ARM 1.4 on LADWP’s Work Management, Scheduling, and Field Data Collection activities. These workshops allow the Logica Solution Consultant to ask questions and familiarize themselves with LADWP’s current processes and desired approach, and for LADWP to identify those processes and procedures that will be impacted by the ARM upgrade.

Note: It is assumed that LADWP’s current business processes on the ARM 1.4 software will not change, except where impacted by the use of Resource Manager, Field Manager, by changes in ARM 1.4 functionality, or as dictated by potential new LADWP requirements, if any.

During the Blueprint activities the team will outline and agree the business processes to be reviewed in greater detail during the Business Process Simulation and Design activities. The team will also plan and schedule the workshops and simulations that will be conducted. Business process simulations are End to End simulations of key business activities across the ARM products being implemented at LADWP.

Logica will meet with LADWP to define participant expectations for the Business Process Design and Simulation sessions. A detailed agenda will be prepared and distributed to the attendees of each session.

The parties will review all currently open LADWP Remedy tickets open on ARM 1.4. The issues will be prioritized and a plan will be jointly developed to resolve the issues either prior to SAT or in conjunction with issues identified during SAT.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Manage LADWP’s expectations for the deliveries in this phase. • Manage the issues list and resolve scope issues. • Support the Solution Consultants and the LADWP Project Manager • Coordinate with LADWP Project Manager to ensure

Roles	Responsibilities
	<p>appropriate input material is available to support the workshops</p> <ul style="list-style-type: none"> • Develop detailed plan for the Business Process Design and Simulation workshops • Agree Scope of Business Process Design and ARM Configuration tasks with LADWP project manager.
Logica Solution Director	<ul style="list-style-type: none"> • Plan for workshops • Document any new enhancement requirements for later discussion. • Gain a thorough understanding of the existing LADWP business processes. • Escalate as necessary any identified process areas that require further discussion prior to business process design.
LADWP Business Core Team	<ul style="list-style-type: none"> • Attends the workshops and provide any requested clarifications on the existing processes • Provide agreed input materials

Deliverables

Responsibility	Deliverable	Action
Logica	Series of workshops covering the key LADWP business processes within scope of the project phase	LADWP Attends
Logica	Document confirming objectives and scope business simulations to be undertaken	LADWP Review and adds additional documentation as they deem necessary

Responsibility	Deliverable	Action
LADWP	Document the required attendees and their roles for each business process design session.	LADWP creates
Logica	Update Statement of Work and Project Plan incorporating agreed upon Business Processes to be simulated	LADWP Agree
Logica	Document the business process design agendas, configuration models, inputs and outputs for the agreed processes	LADWP Confirm

Sub Task 2(d) Blueprint Simulation

V. Prepare for the Business Process Validation and Simulation

Following completion of the Solution Blueprint and the agreement on the business processes to be simulated using ARM 1.4, Logica, with LADWP assistance, will configure reference and business data to a sufficient level of detail in order to perform the simulations.

The initial LADWP ARM 1.4 data migration performed in the LADWP project environment, if complete, can be used as a basis for this activity. Use of existing LADWP reference and business data will streamline the process and help ensure that the simulations are relevant to LADWP business processes.

VI. Business Process Validation

This series of workshops will focus on validating LADWP current business processes in the updated ARM environment and on understanding and documenting any changes to those processes that will be needed in order for LADWP to derive the maximum benefit from Work Manager, Resource Manager, Field Manager, ARM Web Portal functionality, and integration to LADWP's enterprise systems.

A key component of Business Process Validation activities is the Business Process Simulations. These end-to-end simulations include interfaces to the legacy (external) systems, from the point at which an XML message is received by an ARM product (from an external system) to the point at which another XML message is sent by ARM to an external system. Where interfaces with legacy systems impact ARM data, the impact of the legacy system will be manually manipulated.

The simulations will focus on LADWP work activities identified in the preparation phase. Four days have been allotted for the simulations for each activity. This activity will include the end to

end processes defined during the project planning with concentration on scheduling, field reporting and utilizing the custom Time Reporting application integration.

Logica Solution Consultants will lead the simulation activities. The LADWP business team will attend and participate actively in the workshops and simulations; LADWP business teams are encouraged to involve SMEs for input and assistance during the simulations.

For business processes that incorporate simulations using the ARM solution, the task will provide for the following:

- a) A design of the key activity process flow
- b) An initial configuration to support the key activity flow
- c) A statement of roles and responsibilities associated with the key activity flow
- d) A set of screen by screen scripts for executing the simulation
- e) Adjusting the configuration based on the results of the simulation
- f) Confirming the configuration adjustment by a subsequent simulation when necessary
- g) Updating the Solution Definition Document with the final configuration and key activity process flow

Logica will develop a process flow for the business process in relation to the ARM solution. These diagrams will be used to facilitate the discussion in the workshop and will be updated and required. Logica will explain how the ARM solution supports the business process and the teams will capture the following associated with the business process:

- a) Issues identified
- b) Configuration requirements (estimated complexity / effort)
- c) Interface requirements (estimated complexity / effort)
- d) Training requirements (estimated complexity / effort)
- e) Reports

The results of the Business Simulation and Process Design activities will be captured for inclusion in the Solution Design Document.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	Ensure the sessions stay within scope and on schedule
Logica Solution Director	<ul style="list-style-type: none"> • Overall responsibility for Business Process Design and Simulations to ensure they match this Proposal

Roles	Responsibilities
	<p>and schedule</p> <ul style="list-style-type: none"> • Develop Process Flows in support of the Business Process Design • Assist in establishing the configurations • Create and maintain the Solution Definition Document (SDD) for the initial workshops.
Logica Technical Consultant	<ul style="list-style-type: none"> • Participate in Business Process Validation workshops • Provide technical and integration expertise during workshops • Gather information for use in Integration Impact tasks
LADWP Project Lead	<ul style="list-style-type: none"> • Ensure the LADWP team is coordinated • Ensure the LADWP team is enabled to make decisions rapidly and effectively and in compliance with the schedule • Work with the Logica Project Manager to ensure compliance with scope and schedule • Work with the Logica Project Manager to manage and maintain the issues list. • Ensure the LADWP teams reviews, understands, and approves the SDD.
LADWP Core Business Team	<ul style="list-style-type: none"> • Actively participate in the sessions • Provide critical input to the process design • Make key decisions during the process without impacting the schedule • Validate the processes are captured correctly in the SDD • Assist in implementation planning activities and in configuring the reference data needed for the simulations

Roles	Responsibilities
LADWP SMEs	Participates in the sessions according to their area of expert knowledge and as directed by the Business team.

Deliverables

Responsibility	Deliverable	Action
Logica	Solution Design Documents for each of the Key Business Processes	LADWP Approve

VII. Integration Impact

LADWP ARM interfaces, integration points, and integration extensions created during the Project Preparation phase will be evaluated against the application, database and business process changes identified to determine if the interfaces and extensions are still required, and if so what changes (if any) are needed to as a result of the ARM upgrade, Resource Manager implementation, Field Manager implementation, and current integration to LADWP's external applications. Review of the integration related to the Time Reporting application and its business process will be conducted to document any necessary changes to the interfaces for time reporting.

The results of this analysis will be documented in the Solution Design Document (SDD).

The interfaces used to estimate the Statement of Work and project effort and cost are the current ARM based interfaces in production and it is assumed that the integration upgrade will be like for like to ensure the existing production interfaces will continue to operate without adding functionality

Roles and Responsibilities

Roles	Responsibilities
Logica Integration Consultants	<ul style="list-style-type: none"> • Provide consulting on product, database, and message changes • Determine updates to Logica supported messages • Develop integration design document

Roles	Responsibilities
LADWP Technical Analyst	<ul style="list-style-type: none"> • Determine disposition of interfaces • Determine updates required to LADWP interfaces

Deliverables

Responsibility	Deliverable	Action
Logica	Deliver Integration Design Document	LADWP Review
Logica	Update SDD	Logica Review

VIII. Report Impact

The list of current LADWP custom reports, WMIS reports and attachments created during the Project Prep phase and updated based on results of the Solution Blueprint and Business Process Validation activities will be reviewed against the ARM 1.4 application, database and business process changes to determine if they are still required, and if so what changes (if any) are needed for them to perform in the ARM 1.4 environment. The results of this analysis will be documented in the SDD.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultants	<ul style="list-style-type: none"> • Provide consulting on product, report and database changes • Provide complete data model
Logica Technical Consultant	<ul style="list-style-type: none"> • Determine disposition of reports • Determine new/updated report technical requirements

Deliverables

Responsibility	Deliverable	Action
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Responsibility	Deliverable	Action
Logica	Report updates in SDD	LADWP Review

IX. Extensions and Time Reporting Impact

The current LADWP extensions for WMIS identified during the Project Prep phase will be updated based on the results of the Solution Blueprint and Business Process Validation activities. The extensions will be reviewed against the application, database and business process changes identified to determine if they are still required, and if so what changes (if any) are required. The results of this analysis will be documented in the SDD.

Use of the current custom Time Reporting application and it's integration with ARM will be reviewed against the application, database and business process changes identified to determine if it is still required, and if so what changes to the application or integration (if any) are required. The results of this analysis will be documented in the SDD.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultant	<ul style="list-style-type: none"> • Determine updates to existing extensions • Determine updates to Time Reporting application
LADWP Core Business Team / Integration Team	<ul style="list-style-type: none"> • Confirm business needs for extensions • Confirm disposition of extensions • Confirm business needs for time reporting

Deliverables

Responsibility	Deliverable	Action
Logica	Update SDD	LADWP Approve

X. Solution Design Documents

Following the business process design workshops and interface and report impact analysis, Logica, with assistance from LADWP Business Analysts, will develop a Solution Design Document (SDD) for each of the agreed processes to be implemented.

The Solution Design Document will contain the results of the Business Process Design activities and identify how the system will be implemented at a functional level. New or updated business processes will be captured in Visio flowcharts, and decisions regarding specific configurations, process changes, roles, etc. will be documented.

The SDD will also contain the requirements for any new or modified reports, interfaces, messages, extensions, etc.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Work with LADWP Project Lead to confirm ‘gaps’ • Provide Logica change issue handling and change management process to the LADWP Project Lead and Core Project Team • Identify Requests for ARM Product Enhancements, determine cost/benefit
Logica Solution Director / LADWP Business Core Team	Complete SDD
LADWP Project Lead	<ul style="list-style-type: none"> • Work with Logica Project Manager to ascertain any ‘gaps’ • Begin change request process, if needed
LADWP Project Sponsor	Agree to the solution design

Deliverables

Responsibility	Deliverable	Action
Logica	Complete SDD	LADWP Approve

Milestones

LADWP ARM Implementation Milestone
Solution Design Complete

Sub Task 2(e) Configuration Planning

XI. Configuration and Implementation Planning

During this task, the high-level Training, Testing and Configuration plans will be developed. In general, each plan will outline how the various activities will take place, who will be responsible for the activities, and the estimated time frames and schedules.

In addition to the above:

The Test Plan will contain the test environment requirements, data requirements and the test management process.

The Training Plan will describe the training approach, groups/roles to be trained, and data and environment requirements.

The Configuration plan will outline how the configuration data will be controlled, managed, and maintained.

The Project Control Documents will be updated as needed as a result of the planning activities.

The high-level plans and the outputs of the previous Solution Design activities are used as input into a management review of the remaining project phases (Solution Configuration, Final Preparation, and Go Live). The plans for these phases will be reviewed against the original plan and scope, adjusted if necessary, and resubmitted for review and approval. The result of this step is a finalized and approved Configuration and Implementation project plan and schedule.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none">• Review high level plans• Update project control documents (as needed)• Validate remaining project schedule
Logica Solution Director	<ul style="list-style-type: none">• Develop High Level Configuration Plan• Assist LADWP with development of Testing Plan

Roles	Responsibilities
LADWP Core Business Team	<ul style="list-style-type: none"> • Develop high level training plan • Develop high level test plan (with Logica assistance)
LADWP Project Lead	<ul style="list-style-type: none"> • Review high level plans • Review project control documents (as needed) • Validate remaining project schedule • Obtain approval for high level plans and remaining activities

Deliverables

Responsibility	Deliverable	Action
Logica	High Level Training Plan	LADWP Review
Logica	High Level Testing Plan	LADWP Review
Logica	High Level Configuration Plan	LADWP Review
Logica/LADWP	Updated Project Management and Control Documents	Logica/LADWP Agree

Milestones

LADWP ARM Implementation Milestone
High Level Planning Complete

Sub Task 2(f) Configuration

5. Solution Configuration

In the Solution Configuration Stage, the ARM Products are configured with all the data needed to support the LADWP business processes, Interfaces to external systems are developed and tested, scripts for data migration from systems being replaced written, and reports developed along with any application extensions identified.

The Solution Configuration tasks cover all activities involved with planning, executing, and verifying the loading of system tables with required data needed for the ARM deployment to support the LADWP business processes, as per the Solution Definition Document.

The following system configurations are included in this Proposal:

- a) Work Manager
- b) System Manager
- c) Resource Manager
- d) Field Manager
- e) *IMFPlus* message configuration

To achieve this objective, the following high level tasks will need to be completed:

- a) ARM reference data and technical configuration
- b) Interface and extension configuration and updates
- c) Custom report, attachment and form modification design and development
- d) Data migration
- e) Project testing

I. Solution Configuration Planning

To assist in the configuration requirements for new ARM modules, Logica will run configuration planning workshops with appropriate LADWP staff focused on the following topics:

- a) Resource configuration
- b) Scheduling configuration
- c) Field Manager configuration

The results of the planning workshops will be used as input into an updated Configuration Plan. This plan will contain the data items to be configured, the resource that will be responsible for each configuration, how the data will be entered in the system, the dependencies between data items and the time frame for the configuration to be completed. This plan will be a Logica responsibility, working with Core LADWP team to complete.

II. ARM Solution Configuration

The solution configuration will be carried out in accordance with the Data Configuration Plan and ARM System Data Configuration Guide and Solution Design Documents. Logica Solution

Consultants will work with the LADWP business to gather the required data to configure ARM. Some assistance from the LADWP core team will be required to ensure proper knowledge and information is obtained from the business experts. Logica Solution Consultants will ensure the proper data requirements and data is gathered.

As suitable data is obtained, Logica Solution Consultants will configure the ARM Products within the development environment with the data required to support the workflows. Once all data has been entered, these resources will verify the solution has been correctly configured. The LADWP core team will review the configured data for proper match to the solution requirements.

As part of these activities, the process by which the configuration data is controlled and managed will be defined. Updates to the configuration will occur throughout the project. A strong control process is needed to ensure that as updates are made, they become available to the various testing environments and, eventually, to the production environment. Control of this data is critical, as all parties need to be working from the same set of configuration data to ensure consistency of test results and a successful deployment to production. The strategy for moving data from one environment to another will also be confirmed during this activity.

Time is included in the plan for a review of LADWP's scheduling configuration by a Logica scheduling consultant. It is recommended that this review take place prior to Solution Acceptance testing. Alternatively, this review can be deferred until the system has been in production to allow for analysis of the performance of the scheduling algorithms using 'real life' data and scenarios.

Policies and Practices

Most data will be configured via the ARM Product GUIs. On some occasions, where the data is particularly large consideration will be given as to whether a script might be useful for load.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	Ensure task is executed according to schedule Manage Issues List
Logica Solution Director	Issue resolution and direction on product configuration
Logica Solution Consultants	<ul style="list-style-type: none"> • Provide direction on the meaning and use of the data required and how it enables the ARM solution • Identify and gather the needed data – consulting with

	<p>SME's as needed</p> <ul style="list-style-type: none"> • Ensure data collected is approved prior to loading into ARM • Perform configuration activities • Verify solution configuration
Logica Mobile and Scheduling Consultant	<ul style="list-style-type: none"> • Conduct workshops with LADWP staff to define: Scheduling Configuration Requirements; Resource Configuration Requirements; Field Manager Configuration Requirements • Document result in ARM Data Configuration Guide
Logica Technical Consultant	<ul style="list-style-type: none"> • Configure system parameters • Support configuration activities related to <i>IMFPlus</i> and Mobile Gateway • Design and Code changes to ARM Reports • Design and Code changes to outbound interface messages and changes to interfacing systems
LADWP Core Business Team	<ul style="list-style-type: none"> • Provide Logica support for gathering data as required • Verify data is correct in solution configuration
LADWP Technical Analyst	<ul style="list-style-type: none"> • Work with Logica Technical Consultant to define the System Parameters and impact to interfaces, extensions and reports • Review ARM Data Configuration Guide

Deliverables

Responsibility	Deliverable	Action
Logica	ARM System Configuration Guide	LADWP Approve

Responsibility	Deliverable	Action
Logica	ARM Configuration Plan	LADWP Approve
Logica	Implementation of the ARM System Configuration Guide	LADWP Confirm

Milestones

LADWP ARM Implementation Milestone
ARM Solution Configuration Complete

III. System Interface Development

It is assumed that the integration for the ARM upgrade is like for like and interfaces required for the implementation of Resource Manager and Field Manager are self contained within the ARM product.

No new interfaces have been included within the initial scope of the ARM upgrade. Integration effort has been identified on completion of the upgrade for integrating ARM to CISCON and Maximo. The Power systems maintenance consultant will be tasked with supporting this integration as directed by LADWP.

Logica and LADWP will jointly review and design the changes needed to the inbound and outbound messages interfaces based upon the review of changes for ARM 1.4.

Logica will be responsible for updating any outbound messages to legacy systems and for any changes to those legacy systems necessary to support new or updated ARM business processes and data structures.

Logica will provide the necessary Integration Consultant(s) to configure inbound messages that require changes due to changes in ARM data structures and to implement needed changes to outbound messages. LADWP will be responsible for any non ARM related interfaces internal to the solution and not attached to any ARM modules or processing.

Policies and Practices

The DTD documentation is to be made available to Logica’s maintenance team.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure the task is executed according to schedule • Manage the issues list
LADWP Project Lead	Manage the issues list
Logica Integration Consultant	<ul style="list-style-type: none"> • Determine changes to standard inbound messages • Modify standard inbound messages to conform to ARM formats • Make Legacy system changes and transformations required to support changes to existing interface • Execute interface tests • Design and Code changes to Interfaces • Modify outbound messages to support the ARM upgrade for existing interfaces
Logica System Engineer	IMF <i>Plus</i> Administration support
LADWP External Systems Interface Specialists	<ul style="list-style-type: none"> • Work with Logica Lead Integration Consultant to execute Interface Test and resolve issues
LADWP Technical Analyst	<ul style="list-style-type: none"> • Work with Logica Technical Consultant to define the System Parameters and impact to interfaces • Review ARM Data Configuration Guide
LADWP Infrastructure (ARM administration)	Perform System Configuration Setup in accordance with the configuration identified in the ARM Data Configuration Guide

Deliverables

Responsibility	Deliverable	Action
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Responsibility	Deliverable	Action
Logica	Implement required changes to Standard Inbound	LADWP Review
Logica	Updated outbound messages and changes to interfacing systems	
Logica	Integration Test Plan	LADWP Review

Milestones

LADWP ARM Implementation Milestone
System Interface Development Complete

IV. Data Conversion and Migration

The initial migration of LADWP WMIS data will take place as part of the Create Project Environment tasks.

It is assumed that there will be no additional migration of historical transaction or reference data from legacy applications other than ARM. Configuration of the reference data to support Resource Manager and Field Manager and additional reference data required for ARM 1.4 functionality will be done as part of the ARM Solution Configuration tasks.

Data migration of extension tables and data required for existing extensions will be determined as part of the extension impact.

V. Reports Development

During this activity, the reports and attachments previously identified will be created/ updated according to the Reports Plan and tested.

Roles and Responsibilities

Roles	Responsibilities
Logica Technical Consultant	Develop and Test required reports as per the Report Plan

Roles	Responsibilities
LADWP Business Support (Reports)	Provide guidance on Reports integration with ARM Products
LADWP Report Developers	Learn how to customize and maintain the 'LA Reports'

Deliverables

Responsibility	Deliverable	Action
Logica	Reports developed	LADWP Confirm

Milestones

LADWP ARM Implementation Milestone
Reports Development Complete

VI. Extension Development and Updates

During this activity, the extensions previously identified will be updated and tested according to the decisions made in the SDD.

Roles and Responsibilities

Roles	Responsibilities
Logica Technical Consultant	<ul style="list-style-type: none"> • Provide guidance on ARM data needed to support extension modifications • Develop and Test required extension changes according to SDD and extension review documentation.

Roles	Responsibilities
LADWP Technical Analyst	<ul style="list-style-type: none"> • Receive training on developing/ maintain custom extensions • Provide guidance on existing extensions • Provide support in testing extension changes

Deliverables

Responsibility	Deliverable	Action
Logica	Extensions updated	LADWP Confirm

Milestones

LADWP ARM Implementation Milestone
Extension Development Complete

6. Solution Verification

The objective of the Solution Verification stage is to verify and accept the configured Solution as ready for Production Installation. The key activity is to execute the Site Acceptance Test (SAT) leading to acceptance of the ARM solution.

The execution of this task is a joint responsibility with Logica managing the testing effort, test scripts, and test plan. LADWP will be responsible for supplying end users to run the test scripts and verify the system. The execution of testing will be done on site at LADWP facilities. LADWP will provide all necessary workstations, equipment, and space to conduct the verification. Following the successful completion of these SAT, based on the mutually-agreed acceptance criteria defined in the Logica Quality Plan, LADWP will confirm the acceptance of the ARM Solution.

The following tasks are performed during the Solution Verification:

- a) The configured ARM Solution is installed into the SAT Environment
- b) The Logica Test Manager leads plans and prepares for Integration and Solution Acceptance Testing supported by the project team
- c) Acceptance Testers (drawn from LADWP's team) are trained on how to carry out the tests
- d) Integration Tests are executed, results reviewed and issues resolved
- e) Three rounds of SAT are executed, results reviewed and issues resolved
- f) A regression test is undertaken to confirm issues encountered have been resolved and to verify Production readiness
- g) LADWP confirms acceptance of ARM Solution

I. Test Planning and Preparation

1) Install and Configure SAT Environment

LADWP IT staff will establish the SAT environment. The SAT environment will contain the most recently accepted version of the ARM Product suite, along with any known patches that will be required by LADWP. It will contain the latest version of the configuration data, the agreed set of test data, and connections to all interfacing systems.

To ensure optimum performance of the automated scheduling algorithms in Resource Manager, Logica recommends that a review of the scheduling configuration be done at this time. This should be performed by a Logica Solution Consultant experienced in tuning automated scheduling routines.

As the hardware environment will be internal to LADWP, responsibility for this task is with LADWP. Reference should be made to the Technical Blueprint Definition document and the Installation Documentation. Once the environment is established, Logica assist in installing the ARM Suite on LADWP hardware and load the configuration and test data into the test environment. Once this effort is completed, Logica Solution Consultants will verify that the site is acceptable for conducting the Site Acceptance Test (SAT).

- a) Preparing the site environment includes the following significant tasks:
 - b) Prepare SAT hardware environment
 - c) Verify the environment readiness for installation of ARM Modules
 - d) Installation of the ARM modules
 - e) Population of ARM databases with test data
 - f) Verification of site readiness

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	Issue Escalation
LADWP Infrastructure and Systems Architecture	<ul style="list-style-type: none"> • Provide and prepare the hardware environment for ARM and all interfacing systems • Install Interfacing systems (and third party software) and confirm their correct operation • Install Third Party software required for ARM • Install any interface components required
LADWP Systems Architecture	<ul style="list-style-type: none"> • Install ARM modules • Populate the ARM database with test data
Logica Solution Consultants	Confirm readiness of test environment

Deliverables

Responsibility	Deliverable	Action
LADWP	SAT environment, including interfacing systems	LADWP confirms
Logica	ARM installation verification completed successfully and Test environment ready for SAT	LADWP confirms

2) Preparation for SAT

Site Acceptance Tests (SAT) are focused on verifying that the solution is production ready. The SAT will test workflows (e.g. work requests) from initiation through completion, including integration with all interfacing systems.

The SAT will demonstrate the ARM Suite functionality and integration to other LADWP systems, and requires availability of all components of the application environment.

Building upon the high-level test plan created earlier, the Logica Test Manager and Logica Change Manager, with support if necessary from core team members, will develop a detailed SAT Test Plan. This plan will identify the key risk areas and prioritize the testing focus

accordingly. It will identify the set of test scenarios to be developed and executed in the SAT and regression test cycles, along with the test acceptance criteria that will be used to certify the acceptance of the ARM Solution.

The SAT scenarios will be documented and data scripts developed to support the SAT tests execution. It is recommended that LADWP provide capable business and field resources (i.e. Scheduler, Field Supervisor) to assist in the development of testing scenarios involving Scheduling and Mobile work. Consideration is also given to training resources who will conduct site testing.

Both LADWP and Logica will agree to the final SAT plan and associated acceptance criteria. Both LADWP and Logica will sign-off on their approval of the plan.

SAT Planning is a Logica responsibility. Logica is responsible for the planning, test script creation and review of the test plan. To ensure optimum performance of the automated scheduling algorithms in Resource manager, it is recommended that a review of the scheduling configuration be done at this time. This will be performed by a Logica Solution Consultant experienced in automated scheduling routines.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure LADWP understand the Site Acceptance Testing methodology (defect reporting, software/patch releases) • Ensure the scope of the Site Acceptance Testing is within the contracted scope. • Introduce LADWP Project Lead to the Logica Maintenance cycle • Review and Approve the Site Acceptance Test Plan
Logica Test Manager	<ul style="list-style-type: none"> • Lead the effort to create the Site Acceptance Test Plan • Develop the site acceptance plan • Develop acceptance criteria • Validate the SAT Environment
Logica Solution Consultant	<ul style="list-style-type: none"> • Develop test case scenarios • develop data scripts to facilitate the SAT execution

LADWP Core Team (Testers)	Execute Test Scripts
Logica Solution Director Logica Technical Manager	Review and Approve the Site Acceptance Test Plan
LADWP Project Lead	Review and Approve the Site Acceptance Test Plan

Deliverables

Responsibility	Deliverable	Action
Logica	Site Test Plan and test case scenarios	LADWP Approve

Milestones

LADWP ARM Implementation Milestone
Test Planning Complete

II. Integration Tests

Integration Testing will be performed by the Integration Team members assigned to the interfaces being tested.

Roles and Responsibilities

Roles	Responsibilities
Logica Test Manager	Ensures that the integration tests are executed according to the Test Plan and reviews results
Logica Lead Integration	Executes Integration Tests

Roles	Responsibilities
Consultant LADWP External Systems Interface Specialists	<ul style="list-style-type: none"> • Reviews Results • Resolve Issues

Deliverables

Responsibility	Deliverable	Action
Logica	Integration Test Plan Execution Results	LADWP Review

Milestones

LADWP ARM Implementation Milestone
Integration Testing Complete

Sub Task 2(g) Factory Acceptance

III. Factory Acceptance Test

Prior to start of SAT, the project team will conduct a five (5) day Factory Acceptance Test (FAT) on the release. The intent of the FAT is to validate the system using LADWP data and test conditions prior to engaging the full SAT team.

The FAT will focus on a limited set of standard business processes (“day in the life”), extensions, XML message creation, LADWP enhancements to core functionality and data migration. The items to be tested will be determined based whether they can reasonably be expected to be completed within the time allotted for the test.

LADWP business users will define the test scenarios and data requirements. Logica will develop the test scripts and test data for the FAT. Logica will utilize a remote system to perform the FAT and LADWP will attend and witness.

Roles and Responsibilities

Roles	Responsibilities
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Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Manage FAT Activities • Manage Issues
Logica Solution Consultant	<ul style="list-style-type: none"> • Conduct the Factory Acceptance Test • Analyze Functional Issues
Logica Technical Consultant	<ul style="list-style-type: none"> • Support the FAT environment on the hosted by Logica • Support Factory Acceptance Test • Analyze Technical Issues
LADWP Project Lead	Manage FAT Activities
Logica	<ul style="list-style-type: none"> • Install FAT environment on hosted environment • Provide XML messages to test • Provide FAT Test Data configuration load
LADWP Core Business Team	<ul style="list-style-type: none"> • Create FAT Test Scripts • Execute FAT Test Scripts

Deliverables

Responsibility	Deliverable	Action
Logica	FAT Test Scripts	LADWP Review
Logica	FAT Execution Results	LADWP Review

Milestones

LADWP ARM Implementation Milestone

Factory Acceptance Testing Complete

Sub Task 2(h) System Acceptance Test (1)

IV. Solution Acceptance Test

Site Acceptance Testing (SAT) will begin once the configuration activities, interface modifications and report updates are complete, and the test planning and prep tasks have ended.

Three full rounds of SAT are envisaged. During the SAT, workflow processes will be tested from initiation to completion. For example, work requests will be tested from all initiating systems, through all design, scheduling and field activities to final completion. Interfaces to all internal and external systems will be included in the SAT.

One week is allocated between the testing rounds for correcting any product, integration or configuration issues identified by the test, and for updating test scripts if necessary.

Since LADWP test team and Logica support team will be on site during the SAT, LADWP and Logica will work closely together to validate the functionality, report discrepancies, and create action plans to fix software, integration and/or data defects.

Logica will provide the necessary resources to manage and support SAT including a Test Manager, Solution Consultant and technical consultant.

The third round of SAT testing will consist of "positive" testing to verify that those issues identified in the first and second SAT round have been resolved.

To facilitate training and post-go live user support and acceptance, it is recommended that crew leads assist in the SAT testing to become more familiar with the application. This puts resources with more experience in the field when the application is rolled out to the crews.

At the end of SAT, after the final configuration and application updates have been applied, a regression test will be conducted. This LADWP activity will consist of testing a finite number of processes and conditions through the final product configuration to ensure that the updates that have taken place did not cause any regression in the application.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none">• Manage the issues list• Arrange Logica resources to support this phase

Roles	Responsibilities
	<ul style="list-style-type: none"> • Ensure issues and defects are properly categorized, tracked and handled • Ensure Logica responds appropriately to valid defects • Issue escalation • Provide Testing Acceptance Certificate for LADWP's signature
LADWP Project Lead	<ul style="list-style-type: none"> • Ensure the test execution is executed according to schedule. • Arrange and schedule LADWP resources to execute this phase. • Manage the issues list • Issue escalation • Approval of test results • Assist LADWP Testing lead as needed
Logica Test Manager	<ul style="list-style-type: none"> • Train Acceptance Testers • Ensure the test planning is completed on schedule • Execute all rounds of SAT Testing, review results, and resolve issues while working with Logica Project Manager • Develop Regression test
Logica Solution Consultant, Logica Technical Consultant	<ul style="list-style-type: none"> • Support the test execution • Resolve issues with the SAT tests • Assist LADWP in differentiating between setup, data entry, test script and other errors not related to the ARM product • Assist in categorizing and describing valid defects • Develop SAT and regression test scripts.

Roles	Responsibilities
LADWP Acceptance Testers	Execute tests and report results
LADWP Infrastructure and System Architecture	<ul style="list-style-type: none"> • Provide technical support to the test team • Resolve issues related to the infrastructure, interfaces, reports and configuration
LADWP Project Sponsor	Approve Solution Acceptance

Deliverables

Responsibility	Deliverable	Action
LADWP / Logica	SAT Test Execution Results	Logica Agree
Logica	Acceptance Certificate	Logica Provides LADWP Signs

Milestones

LADWP ARM Implementation Milestone
Solution Acceptance

Sub Task 2(i) System Acceptance Test Complete

V. Regression Test

At the end of SAT, after the final configuration and application updates have been applied, a regression test will be conducted. This activity will consist of a predetermined number of processes and conditions through the final product configuration to ensure that the updates that have taken place did not cause any regression in the application.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultant	Develop Regression test
LADWP Test Team	<ul style="list-style-type: none">• Execute Regression test• Log issues for resolution

VI. Performance Testing

LADWP will perform stress testing and performance testing to determine system performance to simulate a high-usage environment specifically related to Resource Manager and Field Manager. LADWP will perform stress testing over a one-week period and will require support from Logica for five days during the stress test period.

Sub Task 2(j) Go-Live

7. Final Preparation

The purpose of this phase is to complete the final activities needed to prepare the organization and the solution for go live. Logica will provide LADWP with support related to these tasks, including:

- a) Assisting with the development of the Deployment Plan
- b) Supporting the development of the end-user training plan
- c) Help desk turnover overview training
- d) Performing mock cutovers

I. Deployment Planning

Logica and LADWP will work together to develop a detailed plan and schedule for the Deployment and Post-Deployment activities.

The Deployment Plan will include:

- a) The overall deployment strategy
- b) Requirements for pre-production testing
- c) The acceptance criteria used for the Go - No go decision points

- d) Resource requirements, including project and non-project support staff
- e) A detailed schedule for the 'go-live' weekend activities
- f) The number of on-going environments and their use (production, testing, training)
- g) Initial deployment support and processes

On-going ARM support requirements, processes and roles

The plan will be reviewed with LADWP management and business to determine the impact on day-to-day operations and to identify the changes in operational procedures.

Roles and Responsibilities

Roles	Responsibilities
Logica Change Manager	<ul style="list-style-type: none"> • Document the Deployment strategy. • Assist in developing the Deployment Plan • Ensure availability of Logica resources for go-live weekend.
Logica Project Manager	Assist in developing the Deployment Plan
Logica Solution Consultants	Assist in developing the Deployment Plan.
LADWP Project Lead	<ul style="list-style-type: none"> • Assist in developing the Deployment Plan. • Reserve LADWP resources for Go Live weekend

Deliverables

Responsibility	Deliverable	Action
LADWP	Deployment Plan	Logica Accepts LADWP Approves

II. End User Training

Development of a detailed End User Training plan and delivery of training to the users will be completed.

The Logica Change Manager will create the detailed End User Training Plan and will include:

- a) A training delivery plan for the user community which will include identifying the training to be delivered, who will receive what training, where and how it will be delivered. Note that training should include the trainers for the end users.
- b) A user-community training schedule that will serve as an input to the Deployment plan.
- c) End user training materials needed.
- d) Training environment requirements
- e) Feedback mechanisms to be put in place to collect comments during the user training.

Note: This activity typically will be developed by the Change Manager as the project develops.

The training environment will be created by the LADWP Infrastructure and System Administration and verified by the training team. Training facilities will be arranged, and sessions scheduled for the trainees. Coordination with LADWP management will be required to minimize the impact of trainees attending the sessions on business operations.

Logica will have a Logica trainer onsite working under the supervision of the Change Manager to update existing ARM 1.2 relevant training documentation to ARM 1.4, and create new training documentation for Resource Manager and Field Manager customized for LADWP. Logica will create and provide handouts and training materials for use during the training sessions. Logica will conduct the training as defined in the training plan and schedule as developed as part of the project.

A separate proposal has been included for LADWP's consideration that provides a more extensive Change Management function based on the ADKAR methodology. This proposal is included in section 10.0.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	Ensure all issues resolved
Logica Trainer	<ul style="list-style-type: none"> • Update existing training documentation for ARM 1.2 to ARM 1.4 • Create new training documentation for Resource Manager and Field Manager • Revise training materials based on stakeholder

Roles	Responsibilities
	feedback <ul style="list-style-type: none"> • Conduct Training • Follow-up Training as identified based on stakeholder feedback
LADWP Project Lead	<ul style="list-style-type: none"> • Communicate plan to LADWP managers and schedules trainees • Ensure appropriate staff with training skills to serve as trainers are selected • Ensure all required training is delivered
Logica Change Manager	<ul style="list-style-type: none"> • Develop the training plan • Oversee execution of training plan
LADWP Infrastructure	Set up and Maintain the Training Environment
LADWP End Users	Receive End User Training

Deliverables

Responsibility	Deliverable	Action
Logica	Training plan	LADWP approves
Logica	Training materials	LADWP confirms

III. Turn Over to Operations

Before the initial deployment takes place, an ARM Helpdesk should be established by LADWP to handle user issues, queries and concerns.

A meeting between the LADWP Help Desk and the Logica Maintenance Team will be held in order to ensure a smooth transition of ARM Product support to the respective support teams. The Logica Maintenance team will update its procedures to reflect LADWP going live on ARM 1.4.

Roles and Responsibilities

Roles	Responsibilities
LADWP Infrastructure and System Architecture	Establish help desk
LADWP Functional Support and Technical Support (ongoing)	Consult with Logica Maintenance Team to establish escalation procedures

Deliverables

Responsibility	Deliverable	Action*
LADWP	LADWP Help Desk Procedures	LADWP Approve
Logica	Updated Logica Help Desk Procedures	LADWP Review

IV. Production Environment Setup and Mock Cutover Testing

The finalized production environment will be established by the LADWP Infrastructure and System Architecture team, with support and guidance from a Logica System Engineer. The production environment includes the ARM software and database, interfaces, and any LADWP developed components, including the updated legacy systems.

Once the production environment is established, two “dry runs” of preproduction activities will be conducted.

LADWP will also set up the ARM Disaster Recovery environment.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultants and LADWP Business Analysts	LADWP pre-production testing
LADWP Infrastructure and System Administration	<ul style="list-style-type: none"> • Set up Production Environment • Set up ARM disaster recovery environment

Deliverables

Responsibility	Deliverable	Action
	n/a	

8. Go-Live, Maintenance, and Support

The objective of this phase is for LADWP to “Go Live” with the ARM solution. Logica will work with LADWP to define the appropriate level of Go Live and Post Implementation support to ensure a successful solution rollout and smooth transition to maintenance. Upon completion of the LADWP’s roll-out of the software into production, ARM 1.4 will be covered by the Terms and Conditions of the Logica Maintenance Agreement. This constitutes project acceptance by LADWP.

Should LADWP decide to defer or delay go-live on ARM 1.4, it shall provide Logica with an Acceptance Certificate in lieu of the actual go-live.

I. Deployment

LADWP with the support of Logica will execute the Deployment Plan.

Immediately prior to go-live, a final pre-production checkout of the software, data and environment will be conducted. The testing is to verify that the system installed in the production environment is ready for deployment and that the data migration and configuration tasks are complete.

The pre-production checkout will be the last major activity prior to go-live, and will be a key input into the go/no-go decision. The LADWP Project Lead, Change Manager and Logica’s Project Manager, Solution Director, and Technical Manager will confirm the environment’s production readiness and make the go-no go decision.

Assuming a “go” decision, the updated client software will be rolled out to the users, and the business notified that the new release is in production.

Key Logica team members will be on-site during the deployment to support and ensure the deployment plan is followed, issues are addressed as they arise, and a successful deployment occurs.

For the deployment Field Manager, Logica recommends a phased rollout approach with a specific number of crews to receive the mobile software during the initial implementation. A final mobile rollout plan will be discussed and documented during the project planning exercises as outlined in Section 4. A Logica consultant will support the phased rollout of Field Manager for 8 weeks following go-live. The 8 weeks is based upon an agreed estimate of 1 week per District for a total of 8 districts.

Rollout support will be onsite, Monday through Friday for the period defined.

Roles and Responsibilities

Roles	Responsibilities
LADWP Project Lead and Change Manager	Verify production readiness
Logica Solution Director, Project Manager, Technical Manager	Verify production
Logica Solution Consultants LADWP Business Analysts	Pre-production testing
All	Execute Deployment Plan

Deliverables

Responsibility	Deliverable	Action
Project team	Deployment Plan Executed	Logica Support

Milestones

LADWP ARM Implementation Milestone

Go-Live

Sub Task 2(k) Rollout Complete

II. Post Deployment

Logica will provide a consultant for on-site support during the post-deployment period for four weeks (20 working days) following the go-live date (as agreed in the deployment plan). During this time LADWP and the solution consultant will review the results of the deployment, revise the deployment plan for later phases if necessary, track any issues which may arise, and ensure a successful solution deployment and smooth transition to maintenance.

Post deployment support will be onsite, Monday through Friday for the period defined.

Upon completion of LADWP's roll-out of the software into production, support of the ARM Product Suite will be covered by the Terms and Conditions of the Logica Maintenance Agreement. This constitutes project acceptance by LADWP.

Deliverables

Responsibility	Deliverable	Action
Logica	Maintenance Agreement Provided	LADWP Accept

Milestones

LADWP ARM Implementation Milestone
Transition to Maintenance Acceptance Certificate Signed

III. Logica support for upgraded Power Systems Implementation

To provide extended coverage for the ARM 1.4 and the additional functions that LADWP will deploy, Logica proposes on-site support be provided. This support provides Logica resources that will support the Power company with the following activities across the term of this project:

Roles and Responsibilities

Roles	Responsibilities
Power systems Proprietary Maintenance Consultant	<ul style="list-style-type: none"> • Access to source code, either directly or indirectly, and to the proprietary business logic within the application. • System Interfaces - programming and configuration related to Logica (i.e. – batch import, batch export, Web Services). • Technical Support related to impacts of any proprietary software. • Technical resource for software upgrades, periodic maintenance, performance tuning of system, and business process enhancements implementation. • Develop application extension for Department business within framework of proprietary services

APPENDIX H – STATEMENT OF WORK FOR TASK NO. 3

Automated Vehicle Location (AVL) Implementation and Maintenance

This task is to upgrade the LADWP's current ARM to the latest ARM version 1.4 in accordance to the Project Charter and Project Plans established in Task No.1. The upgrade process includes but not restricted to the following items:

1. Technical Blueprint Definition (TBD)
2. Establish Project Team Facilities
3. Project Kick-off Meeting
4. Solution Design
5. Solution Configuration
6. Solution Verification
7. Final Preparation
8. Go-Live, Maintenance, and Support

These items are detailed as follows:

Sub Task 3(a) Project Start and Planning

1. Technical Blueprint Definition

The Technical Blueprint Definition (TBD) consists of activities required to assess the LADWP's existing technical architecture and identify any variations or gaps that must be addressed to support the AVL extension deployment. This will include identifying the infrastructure required to interaction with ARM 1.4 and LADWP's existing enterprise systems.

The primary objectives of the Technical Blueprint Definition are:

- a) Identify the enterprise standards for the systems and computing infrastructure and document the level of conformance and variance in the deployment.
- b) Assess the deployment environment (which includes network, security—internal and DMZ—and bandwidth) and document the level of conformance and variance
- c) Assess the existing interconnectivity infrastructure (middleware layers) and document the level of conformance and variance
- d) Assess the deployment specific business information like number of valid/active users, user types by geographic and functional segmentation, and key business process parameters (Work Request, etc.).
- e) Assess and document any changes in 3rd software requirements based upon Geomanager and Performance Manager

The result of the above set of activities enables the project team to verify the technical architecture and technology requirements in terms of:

- a) Business process parameters

- b) Interconnectivity infrastructure to support integration to Performance Manager, AVL Repository, Resource Manager and Field Manager
- c) Systems and network capacity
- d) Deployment constraints and operational management
- e) Planned growth and possible variations.

The results of this investigation are documented in the **Technical Blueprint Definition**. The requirements for hardware and software needed to support the ARM installation, sized to LADWP's production implementation are provided. This document allows LADWP to procure the necessary infrastructure to support the ARM Product Suite and to support installation of the solution into production as well as the various project environments that will be required.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Oversight of activities and scheduling of Logica resources
Logica System Engineer	<ul style="list-style-type: none"> • Assess the infrastructure requirements • Liaises with LADWP Infrastructure and System Architecture teams to determine appropriate performance testing metrics and load requirements for the production deployment. • Writes Technical Blueprint Definition (TBD) document
AVL Implementation Consultant	<ul style="list-style-type: none"> • Support the assessment of infrastructure with specific focus on communication and truck installation restrictions • Support performance test metrics and load requirement definition • Support creation of the Technical Blueprint Definition
LADWP Infrastructure and LADWP System Architecture	<ul style="list-style-type: none"> • Provide information on the infrastructure requirements and review and agree Technical Blueprint Definition
LADWP Project Lead	<ul style="list-style-type: none"> • Identify and schedule LADWP resources • Approve Technical Blueprint Definition deliverable

Deliverables

Responsibility	Deliverable	Acceptance
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Responsibility	Deliverable	When
Logica	<ul style="list-style-type: none"> • Technical Blueprint Definition (TBD) 	LADWP Agree

Milestones

LADWP ARM Implementation Milestone
Technical Blueprint Definition Approved

2. Establish Project Team Facilities

A key part of preparing for the project involves securing a project team space for the team to work uninterrupted from issues external to the project. Within this step, not only should a physical environment be provided for the team, but all relevant communications and accessibility issues should be addressed (e.g., all relevant user access, security, and remote accessibility setups). Work during this step should be conducted by LADWP’s Infrastructure Lead supported by Logica’s Technical Consultant.

Roles and Responsibilities

Roles	Responsibilities
Logica Technical Consultant	<ul style="list-style-type: none"> • Assist the project team to acquire, and or set up, relevant LADWP communication requirements
LADWP Infrastructure Lead	<ul style="list-style-type: none"> • Establish physical environment or project team space • Arrange for office infrastructure suitable for a larger project team • Arrange for all security and access both physical and infrastructure wise

3. Project Kick-off Meeting

The final activity of this stage is the Project Kick-off Meeting. The purpose of this meeting is:

- a) To communicate to team members and key stakeholders the project approach and objectives
- b) To give the project management team an opportunity to establish ground rules and introduce project processes such as communication and issue resolution protocol

The kick-off meeting also provides the LADWP executive sponsors an opportunity to communicate how the project fits into the vision for the company. The kick-off meeting should be led by LADWP Project Lead with the assistance from the Logica PM and the Project Sponsor.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager LADWP Project Sponsor	<ul style="list-style-type: none"> Jointly conduct the Kickoff meeting
LADWP Project Lead	Leads Kick-off meeting

Deliverables

Logica / LADWP	Kick-off meeting agenda	LADWP Agree
LADWP	Kick-off Meeting Minutes / Presentation	LADWP circulates to interested parties

Milestones

LADWP ARM Implementation Milestone
Project Kick-off Meeting Held

4. Solution Design

The objective of the Solution Design phase is to identify the impact that the AVL extension will have on the current LADWP business processes, ensure the reporting functions support the management of field workers and to identify the AVL configurations. Impacts to existing LADWP business processes and interfaces will be identified and documented.

The ARM Performance Manager and Geomanager AVL will be used to simulate some the functionality each tool provides to enhance the team's understanding of the product, as well as ensuring that the impact on the current LADWP business processes are known.

The scope of this Proposal is to design business and functional process flows to support:

- a) Performance Manager impact on current management processes
- b) Geomanager impact on current management processes
- c) Resource Manager/ Field Manager AVL capabilities impact on future scheduling and field execution processes
- d) Configuration requirements to support LADWP implementation

As part of performing business simulations of the LADWP business processes against how these processes would be impacted by the new software components Logica will simulate usage of the tool and document the revised business processes available for the field workers, field supervisors and schedulers.

At the end of the Solution Design phase, high-level plans for key configuration, training and testing activities will be created. These plans, along with the detailed work breakdown and associated effort for the remaining project tasks will be validated against this Proposal and corresponding schedule activity duration from the work plan. This validation will act as a key checkpoint for the project and ensure that the business objectives are being met and also support the creation of a more detailed resource plan for the remaining project tasks.

The following tasks are performed during the Solution Design phase:

- a) Creation of the initial project ARM environment
- b) Providing overview training to the LADWP Business (core) Team members on Performance Manager and Geomanager, Field Manager (mobile portal) and Resource Manager (maps simulation) as well as reviewing administration functions to support each.
- c) Planning and executing the workshops to define the business processes to be implemented and associated requirements. This includes a high level definition and review of the effort allocated in this Proposal and Schedule for implementing the following items associated with the business processes:
 - i) Training
 - ii) Configuration
 - iii) Interfaces
 - iv) Reports
 - v) Customizations
- d) Planning and conducting simulations of the AVL capabilities within each product.

I. Product Overview Training

The LADWP core project team will be trained by Logica prior to beginning the design workshops. The intent of this training is to provide the team with an overview into the AVL solution and how it can be applied to LADWP business processes. It is not intended to be detailed product training. It is assumed that most team members should already have a familiarity with key aspects of ARM through its use at LADWP, and that they will become more knowledgeable in the applications through subsequent project activities.

The core team training will include the following topics:

- a) AVL overview software and hardware
- b) Geomanager
- c) Performance Manager
- d) Field Manager (Mobile Portal)
- e) ARM Resource Manager (Maps)
- f) AVL Administration
 - i) Geomanager
 - ii) Performance Manager
 - iii) Field Manager
 - iv) ARM Resource Manager

The primary focus of this training will be on Geomanager and Performance Manager as LADWP will be already familiar with the Resource Manager and Field Manager as a result of the ARM 1.4 Upgrade training. The AVL overview session is a general overview of the AVL solution tailored to both Core Team members and others requiring exposure to the system. While the other sessions are focused on specific topics, it is recommended that the Core Team attend all sessions to get a broad understanding of the products in order to be effective on the project. Other LADWP project team members, and key non-project, personnel with an interest in those areas are invited to attend as well. However, to maintain effectiveness of the training, Logica Best Practices recommends limiting class sizes to 10 participants or less.

Due to the timing of the Core Team training within the project schedule and the added software components and configuration, Core Team training may take place on a Logica hosted environment, rather than the LADWP test environment.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultant	<ul style="list-style-type: none"> • Educate LADWP project team resources in the capabilities and functions of the AVL components being provided under the contract. • Enable LADWP project team's effectiveness for solution definition. • Begin building an awareness of changes that must take place in processes to implement the AVL extension. • Deliver AVL training for each ARM module provided at LADWP • Attend the orientation and participate as appropriate.
AVL Implementation Consultant	<ul style="list-style-type: none"> • Deliver AVL training class for Geomanager and supporting administration functions at LADWP
Logica Lead Integration Consultant	<ul style="list-style-type: none"> • Support the Solution Consultant in answering any technical or capacity related questions that may emerge.
LADWP Project Lead, LADWP Business Analysts and Business Support	<ul style="list-style-type: none"> • Attend and participate in orientation training
Logica Project Manager	<ul style="list-style-type: none"> • Support the Solution Director and LADWP Project Lead

Roles	Responsibilities
	<ul style="list-style-type: none"> • Answer any project methodology or procedure related questions

Deliverables

Responsibility	Deliverable	Acceptance
Logica	One electronic copy of any training materials used	LADWP Confirm
Logica	Overview training sessions	LADWP Confirm
LADWP	As many hard-copy training guides as desired	

Milestones

LADWP ARM Implementation Milestone
AVL Overview Training Completed

II. Create Initial ARM Project Environment

Following the Technical Blueprint Definition, the current version of the ARM Product Suite and Geomanager applicable to the LADWP contract will be installed in the LADWP environment. LADWP will obtain and install the hardware and/or software identified as a prerequisite. Likewise, any recommended environmental or architectural changes will be implemented prior to the software installation.

These products will be installed on equipment and database software provided by LADWP. The installation will require support from LADWP's Infrastructure and Systems Architecture to help configure LADWP equipment and database.

It is assumed that there will be no conversion of transaction data required for Performance Manager, Geomanager, Resource Manager and Field Manager, however, configuration of these modules will be done as part of the ARM Solution Configuration tasks. The process by which the configuration data is controlled and managed will be defined during this phase of the project. Updates to the ARM AVL reference data and configuration will occur throughout the project. The data control process will ensure that as updates are made that they available to the various testing environments and eventually to the production environment.

The Logica Systems Engineer and AVL Implementation Consultant will perform the initial software installation, with assistance from LADWP's Infrastructure and Systems Architecture team. Once installed, the AVL Implementation Consultant and Logica

Technical and Solution Consultants will verify that the installation and setup has been completed correctly. The Logica System Engineer and AVL Implementation Consultant will provide installation documentation to LADWP and train LADWP's systems administration, DBA and security resources in how to install the ARM Product Suite and perform system and database administration.

LADWP infrastructure resources will establish the project team infrastructure, including networking and network and system access, printers, workstations, internet access, and other tools needed by the ARM project team. Physical workspace for the project team will be established at this time as well.

- **Note:** *The software versions installed initially (and used for orientation exercises) may not be the same version as will be provided for production.*

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Oversight of activities and scheduling of Logica resources
Logica Systems Engineer	<ul style="list-style-type: none"> • Install the ARM Product suite and verifies the installation in LADWP's initial project environment • Write and deliver installation documentation • Provides training to LADWP's system architecture on the installation of the Product Suite into new environments and system and database administration issues specific to the Product Suite
Logica Solution Consultant	<ul style="list-style-type: none"> • Assists the system engineer in verifying the successful installation of the Product Suite
AVL Implementation Consultant	<ul style="list-style-type: none"> • Configures Geomanager accounts • Verifies availability in LADWP's initial project environment • Provides training to LADWP's system architecture on Geomanager
LADWP Project Lead	<ul style="list-style-type: none"> • Schedule LADWP resources • Verifies successful installation
LADWP System Architecture	<ul style="list-style-type: none"> • Setup the ARM application environment, according to the Hardware and Software specification described in the Technical Blueprint Definition (TBD). • Participate in initial ARM software installation • Review recycle for installation document • Receive training from Technical Architect

Roles	Responsibilities
LADWP Infrastructure	<ul style="list-style-type: none"> Procure infrastructure and setup project hardware on network and 3rd party software

Deliverables

Responsibility	Deliverable	Action
Logica	Installation Documentation	LADWP Agree
Logica	ARM installed at LADWP site (initial environment)	LADWP Agree
Logica	System Admin Training for ARM Products	LADWP Agree
LADWP	Hardware/software environment configured (per TBD) ready for Solution Installation	Logica Agree
LADWP	Development, Test, SAT and Production environments configured per TBD	
LADWP	Data Management Procedures	Logica Review

Milestones

LADWP ARM Implementation Milestone
ARM Installation into LADWP environment

Sub Task 3(b) Solution Blueprint

III. Solution Blueprint

The first step in Solution Design is to develop a blueprint for the overall business solution with focus on the business processes impacted by use of Geomanager, Performance Manager and Resource Manager/ Field Manager AVL functions. The team will conduct a series of workshops to review the impact on the following activities:

- a) Scheduling
- b) Field Execution
- c) Field Supervision
- d) Current management reporting functions

These workshops allow the Logica Solution Consultant to ask questions and familiarize themselves with LADWP's current processes and desired approach, and for LADWP to identify those processes and procedures that will be impacted by the AVL functions. During the Blueprint activities the team will outline and agree the business processes to be reviewed in greater detail during the Business Process Simulation and Design activities. Each workshop will perform the part of an end to end simulation of key business activities that will be affected by the AVL functions being implemented at LADWP. The team will also identify the current LADWP reports that will be impacted by AVL and determine as an input into the reporting workshop the reporting tolerances that will be required to alert management to issues; e.g., the elapsed time a field worker has to be stationary to be deemed a long stop. Logica will meet with LADWP to define participant expectations for the Business Process Design and Simulation sessions. A detailed agenda will be prepared and distributed to the attendees of each session.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Manage LADWP's expectations for the deliveries in this phase. • Manage the issues list and resolve scope issues. • Support the Solution Consultants and the LADWP Project Manager • Coordinate with LADWP Project Manager to ensure appropriate input material is available to support the workshops • Develop detailed plan for the Business Process Design and Simulation workshops • Agree scope of Business Process Design and ARM configuration tasks with LADWP project manager.
Logica Solution Consultant	<ul style="list-style-type: none"> • Plan for workshops • Document any new enhancement requirements for later discussion. • Gain a thorough understanding of the existing LADWP business processes. • Escalate as necessary any identified process areas that require further discussion prior to business process design.
LADWP Business Core Team	<ul style="list-style-type: none"> • Attend the workshops and provide any requested clarifications on the existing processes • Provide agreed input materials

Deliverables

Responsibility	Activities	Action
Logica	Series of workshops covering the key LADWP business processes within scope of the project phase	LADWP Attends
Logica	Document confirming objectives and scope business simulations to be undertaken	LADWP Review and adds additional documentation as they deem necessary
LADWP	Document the required attendees and their roles for each business process design session. Identify current reports used for management purposes	LADWP creates
Logica	Update Proposal and Project Plan incorporating agreed upon Business Processes to be simulated	LADWP Agree
Logica	Document the business process design agendas, configuration models, inputs and outputs for the agreed processes	LADWP Confirm

Sub Task 3(c) Blueprint Simulations

IV. Prepare for the Business Process Validation and Simulation

Following completion of the Solution Blueprint and the agreement on the business processes to be simulated using ARM 1.4 and Geomanager, Logica with LADWP's assistance will configure reference and business data to a sufficient level of detail in order to perform the simulations.

The ARM 1.4 Upgrade project team will perform an initial LADWP ARM 1.4 data migration in the LADWP project environment. If complete, this data can be used as a basis for this activity. Use of existing LADWP reference and business data will streamline the process and help ensure that the simulations are relevant to LADWP business processes.

V. Business Process Validation

This series of workshops will focus on validating LADWP current business processes in the updated ARM environment and on understanding and documenting any changes to those processes that will be needed in order for LADWP to derive the maximum benefit from Geomanager, Performance Manager, Field Manager, and Resource Manager.

A key component of Business Process Validation activities is the Business Process Simulations. These simulations will include only the part of the business process affected by the AVL solution and will not require integration simulation.

Note. It is currently assumed that AVL data will not be integrated outside of the ARM solution. If LADWP wishes to increase the scope of this project this to include other non-ARM work types then discussions can be conducted to include these work types within the simulations.

The simulations will focus on LADWP work activities identified in the preparation phase. One to two days have been allotted for the simulations for each activity. Field Supervision and current reports activities will have the most focus with two days being allotted to each. Logica Solution Consultants will lead the simulation activities. The LADWP business team will attend and participate actively in the workshops and simulations; LADWP business teams are encouraged to involve SMEs for input and assistance during the simulations. For business processes that incorporate simulations using the AVL solution, the task will provide for the following:

- a) A design of the key activity process flow.
- b) An initial configuration to support the key activity flow
- c) A statement of roles and responsibilities associated with the key activity flow.
- d) A set of screen by screen scripts for executing the simulation.

Logica will develop a process flow for the business process in relation to the AVL solution. These diagrams will be used to facilitate the discussion in the workshop and will be updated and required. Logica will explain how the AVL solution supports the business process and the teams will capture the following associated with the business process:

- a) Issues identified
- b) Configuration requirements (estimated complexity/effort)
- c) Training requirements (estimated complexity/effort)
- d) Report tolerances, LADWP reporting measures

The results of the Business Simulation and Process Design activities will be captured for inclusion in the Solution Design Document.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure the sessions stay within scope and on schedule
Logica Solution Consultant	<ul style="list-style-type: none"> • Overall responsibility for Business Process Design and simulations to ensure they match this Proposal and schedule • Develop process flows in support of the Business Process Design

Roles	Responsibilities
	<ul style="list-style-type: none"> • Assist in establishing the configurations • Create and maintain the Solution Definition Document (SDD) for the initial workshops.
AVL Implementation Consultant	<ul style="list-style-type: none"> • Overall responsibility for Business Process Design and simulations to ensure they match this Proposal and schedule • Assist in establishing the configurations
AVL Reporting Consultant	<ul style="list-style-type: none"> • Overall responsibility for Business Process Design and simulations to ensure they match this Proposal and schedule • Assist in establishing the configurations
Logica Technical Consultant	<ul style="list-style-type: none"> • Participate in Business Process Validation workshops • Provide technical and integration expertise during workshops • Gather information for use in Integration Impact tasks
LADWP Project Manager	<ul style="list-style-type: none"> • Ensure the LADWP team is coordinated • Ensure the LADWP team is enabled to make decisions rapidly and effectively and in compliance with the schedule • Work with the Logica Project Manager to ensure compliance with scope and schedule • Work with the Logica Project Manager to manage and maintain the issues list. • Ensure the LADWP teams reviews, understands, and approves the SDD.
LADWP Core Business Team	<ol style="list-style-type: none"> a) Actively participate in the sessions b) Provide critical input to the process design c) Make key decisions during the process without impacting the schedule d) Validate the processes are captured correctly in the SDD e) Assist in implementation planning activities and in configuring the reference data needed for the simulations
LADWP SMEs	Participates in the sessions according to their area of expert knowledge and as directed by the business team.

Deliverables

Logica	Solution Design Documents for each of the Key Business Processes	LADWP Approve
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VI. Reports Impact

The list of current LADWP management reports created during the project preparation phase and updated based on results of the Solution Blueprint and Business Process Validation activities will be reviewed against the AVL solution components. In addition, each of the AVL reports will be reviewed and the information presented on the report will be further defined by LADWP. The following list summarizes the data that will be captured during the reporting workshop:

- a) GPS exception tolerance (distance between transitioning work status and area the work is located)
- b) Long duration stop time tolerance (elapsed time that would trigger alert)
- c) Unscheduled stop time tolerance (elapsed time that would trigger alert)
- d) Definition of travel and wrench time
- e) Target definitions for reporting measures (e.g., acceptable, room for improvement, not acceptable)
- f) Reporting measures that must be published
- g) Landmarks (types of landmarks that a LADWP wish to monitor)

The results of this analysis and any changes required to support LADWP specific reporting requirements will be captured in the SDD.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultants	<ul style="list-style-type: none"> • Provide consulting on product, report and database changes • Provide complete data model
LADWP Integration / Technical Consultant	<ul style="list-style-type: none"> • Determine disposition of reports • Determine new/updated report requirements
AVL Implementation Consultant	<ul style="list-style-type: none"> • Assist with definition of reporting requirement tolerances and configurations • Support the definition of the required custom changes to support LADWP reporting requirements
AVL Reporting Consultant	<ul style="list-style-type: none"> • Assist with definition of reporting requirement tolerances and exceptions.

	<ul style="list-style-type: none"> Support the definition of the required custom changes to support LADWP reporting requirements
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Deliverables

LADWP	Report updates in SDD	Logica Review
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VII. Solution Design Documents

Following the business process design workshops and report impact analysis, Logica with assistance from LADWP Business Analysts will develop a Solution Design Document (SDD) for each of the affected processes to be implemented.

The Solution Design Document will contain the results of the Business Process Design activities and identify how the system will be implemented at a functional level. New or updated business processes will be captured in Visio flowcharts, and decisions regarding specific configurations, process changes, roles, etc. will be documented.

The SDD will also contain the requirements for any new or modified reports, interfaces, messages, extensions, etc.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> Work with LADWP Project Lead to confirm gaps Provide Logica change issue handling and change management process to the LADWP Project Lead and Core Project Team Identify Requests for ARM product enhancements, determine cost/benefit
Logica Solution Consultant / LADWP Business Core Team	<ul style="list-style-type: none"> Complete SDD
LADWP Project Lead	<ul style="list-style-type: none"> Work with Logica Project Manager to ascertain any gaps Begin change request process, if needed
LADWP Project Sponsor	<ul style="list-style-type: none"> Agree to the solution design

Deliverables

Responsible	Deliverable	Approval
Logica	• Complete SDD	LADWP Approve

Milestones

LADWP ARM Implementation Milestone
Solution Design Complete

Sub Task 3(d) AVL Configuration Planning

VIII. Configuration and Implementation Planning

During this task, the high-level installation, training, testing and configuration plans will be developed. In general, each plan will outline how the various activities will take place, who will be responsible for the activities, and the estimated time frames and schedules.

In addition to the above,

- a) The installation plan will define the activities to support the AVL and communication infrastructure within the LADWP fleet. The plan will also include LADWP training to support hardware and any quality assurance activities.
- b) The test plan will contain the test environment requirements, data requirements and the test management process.
- c) The training plan will describe the training approach, groups/roles to be trained, and data and environment requirements.
- d) The configuration plan will outline how the configuration data will be controlled, managed, and maintained.

The Project Plan and other project management and control documents will be updated as needed as a result of the planning activities.

The high-level plans and the outputs of the previous Solution Design activities are used as input into a review of the remaining project phases (Solution Configuration, Final Preparation, and Go Live). The plans for these phases will be reviewed against the original plan and scope and adjusted if necessary. The result of this step is a finalized and approved configuration and implementation project plan and schedule.

Roles and Responsibilities

Roles	Responsibilities
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Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Review high level plans • Update project control documents (as needed) • Validate remaining project schedule
AVL Operations Manager	<ul style="list-style-type: none"> • Generate an installation schedule including LADWP training and Quality Assurance activities • Schedule required resource (if LADWP require premium installation service)
Logica Solution Consultant	<ul style="list-style-type: none"> • Develop high level configuration plan • Assist LADWP with development of testing plan
AVL Implementation Consultant	<ul style="list-style-type: none"> • Develop Geomanager configuration plan • Assist LADWP with development of test plan for Geomanager
LADWP Core Business Team	<ul style="list-style-type: none"> • Develop high level training plan • Develop high level test plan (with Logica assistance)
LADWP Project Manager	<ul style="list-style-type: none"> • Review high level plans • Update project control documents (as needed) • Validate remaining project schedule • Obtain approval for high level plans and remaining activities

Deliverables

Deliverables		
LADWP	<ul style="list-style-type: none"> • High Level Training Plan 	Logica Review
LADWP	<ul style="list-style-type: none"> • High Level Testing Plan 	Logica Review
Logica	<ul style="list-style-type: none"> • High Level Configuration Plan 	LADWP Review
Logica/LADWP	<ul style="list-style-type: none"> • Updated Project Management and Control Documents 	Logica/LADWP Agree

Milestones

LADWP ARM Implementation Milestone
High Level Planning Complete

Sub Task 3(e) Configuration

5. Solution Configuration

In the **Solution Configuration Stage**, the AVL Solution Components are configured with all the data needed to support the LADWP business processes and reporting requirements identified.

The following system configurations are included in this Proposal:

- a) Geomanager
- b) Performance Manager
- c) Resource Manager
- d) Field Manager

To achieve this objective, the following high level tasks will need to be completed:

- a) ARM reference data and technical configuration
- b) Custom report design and development
- c) Project Testing

I. Solution Configuration Planning

To assist in the configuration requirements for new ARM modules, Logica will run configuration planning workshops with appropriate LADWP staff focused on the following topics:

- a) Geomanager configuration
- b) Performance Manager configuration
- c) Resource Manager/Field Manager AVL configuration

The results of the planning workshops will be used as input into an updated Configuration Plan. This plan will contain the data items to be configured, the resource that will be responsible for each configuration, how the data will be entered in the system, the dependencies between data items and the time frame for the configuration to be completed. This plan will be a Logica responsibility working with core LADWP team members to complete.

II. AVL Solution Configuration

The solution configuration includes hardware installation and data configuration activities. The AVL Operations Manager will develop a plan for installation of the TVG660 AVL communication hub within LADWP's vehicles. Logica will conduct an installation training of up to four (4) weeks or 50 LADWP's vehicles, whichever comes first.

The solution configuration will be carried out in accordance with the **Data Configuration Plan** and **AVL System Data Configuration Guide** and Solution Design Documents. LADWP Business Analysts will work with the business to gather the required data to configure the AVL solution components. Logica Solution Consultants will work with them to ensure they understand the data requirements and provide guidance on data gathering.

As suitable data is obtained, LADWP Business Analysts will configure the ARM Products within the development environment with the data required to support the AVL configuration and requirements with direction from Logica. Once all data has been entered, these resources will verify the solution has been correctly configured.

As part of these activities, the process by which the configuration data is controlled and managed will be defined. Updates to the configuration will occur throughout the project. A strong control process is needed to ensure that as updates are made, they become available to the various testing environments and, eventually, to the production environment. Control of this data is critical, as all parties need to be working from the same set of configuration data to ensure consistency of test results and a successful deployment to production. The strategy for moving data from one environment to another will also be confirmed during this activity.

Policies and Practices

- Most data will be configured via the ARM/ Geomanager Product GUIs. On some occasions, where the data is particularly large consideration will be given as to whether a script might be useful for load.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure task is executed according to schedule • Manage issues list
AVL Operations Manager	<ul style="list-style-type: none"> • Develops hardware installation schedule • Co-ordinates hardware purchase and delivery • Co-ordinates with contractors to install AVL communication hub
Logica Solution Consultants	<ul style="list-style-type: none"> • Provide direction on the meaning and use of the data required and how it enables the ARM solution • Provide support for configuration activities • Verify solution configuration • Conduct workshops with LADWP staff to define Geomanager configuration requirements • Performance configuration requirements • Field Manager/Resource Manager configuration Requirements • Document result in ARM Data Configuration Guide
AVL Implementation Consultant	<ul style="list-style-type: none"> • Support workshops with LADWP staff to define Geomanager configuration requirements

AVL Reporting Consultant	<ul style="list-style-type: none"> • Support workshops with LADWP staff to define • Performance Manager configuration requirements
Logica Technical Consultant	<ul style="list-style-type: none"> • Configure system parameters
LADWP Core Business Team	<ul style="list-style-type: none"> • Identify and gather the needed data – consulting with SME's as needed • Ensure data collected is approved prior to loading into ARM • Configuration of ARM solution • Verify data is correct in solution configuration
LADWP IT Team	<ul style="list-style-type: none"> • Work with Logica Technical Consultant to define the system parameters and report configurations • Review ARM Data Configuration Guide

Deliverables

Logica	ARM System Configuration Guide	LADWP Approve
Logica/LADWP	ARM Configuration Plan	Logica/LADWP Approve
LADWP	Implementation of the ARM System Configuration Guide	Logica Review

Milestones

LADWP ARM Implementation Milestone
ARM Solution Configuration Complete

III. Data Conversion & Migration

The initial migration of LADWP Work Manager (WMIS) data to ARM 1.4 will take place as part of the Create Project Environment tasks of the ARM 1.4 Upgrade Project.

It is assumed that there will be no additional migration of historical transaction or reference data from legacy applications other than ARM. Configuration of the reference data to support Geomanager, Performance Manager, Performance Manager and Field Manager will be performed as part of the ARM solution configuration tasks.

IV. Reports Development

During this activity, the reports previously identified in the SDD will be created according to the **Reports Plan** and tested.

Roles and Responsibilities

Roles	Responsibilities
Logica Technical Consultant	<ul style="list-style-type: none"> • Provide guidance on Reports integration with ARM Products
AVL Reporting Consultant	<ul style="list-style-type: none"> • Assist with development of the reports required to meet LADWP requirements

Deliverables

LADWP	<ul style="list-style-type: none"> • Reports developed 	LADWP Confirm
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Milestones

LADWP ARM Implementation Milestone
Reports Development Complete

6. Solution Verification

The objective of the **Solution Verification** stage is to verify and accept the configured solution as ready for production installation. The key activity is to execute the Site Acceptance Test (SAT) leading to acceptance of the AVL solution.

The execution of this task is a LADWP responsibility. Logica will provide support resources on-site during SAT. Logica's support actions will be defined in the mutually agreed SAT Plan.

Following the successful completion of these SAT, based on the mutually-agreed acceptance criteria defined in the Logica Quality Plan, LADWP will confirm the acceptance of the ARM Solution.

The following tasks are performed during the Solution Verification:

- a) The configured AVL solution is installed into the SAT Environment
- b) The Test Manager leads plans and prepares for Integration and Solution Acceptance Testing supported by the project team
- c) Acceptance testers (drawn from LADWP's team) are trained on how to carry out the tests
- d) Three (3) rounds of SAT are executed, results reviewed and issues resolved
- e) A regression test is undertaken to confirm issues encountered have been resolved and to verify Production readiness

f) LADWP confirms acceptance of ARM Solution

I. Test Planning and Preparation

A) Install and Configure SAT Environment

LADWP IT staff will establish the SAT environment. The SAT environment will contain the most recently accepted version of the ARM Product suite and Geomanager, along with any known patches that will be required by LADWP. It will contain the latest version of the configuration data, the agreed set of test data, and connections to all interfacing systems. Logica will ensure that hardware related to the AVL and communication infrastructure has been installed in a test vehicle prior to SAT. All other hardware to support SAT will be internal to LADWP; responsibility for this task is with LADWP. Reference should be made to the Technical Blueprint Definition document and the Installation Documentation. Once the environment is established, Logica assist in installing the ARM Suite on LADWP hardware loading the configuration and test data into the test environment and ensuring the Geomanager is available within the LADWP environment. Once this effort is completed, Logica Solution Consultants will verify that the site is acceptable for conducting the Site Acceptance Test (SAT).

Preparing the site environment includes the following significant tasks:

- a) Prepare SAT hardware environment
- b) Verify the environment readiness for installation of ARM Modules and Geomanager
- c) Installation of the ARM modules
- d) Population of ARM databases with test data
- e) Verification of site readiness

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Issue escalation
LADWP Infrastructure and Systems Architecture	<ul style="list-style-type: none"> • Provide and prepare the hardware environment for ARM and all interfacing systems • Install third party software and confirm their correct operation • Install third party software required for ARM • Install any interface components required
LADWP Systems Architecture	<ul style="list-style-type: none"> • Assist installation of the ARM modules • Populate the ARM database with test data
Logica Solution Consultant and AVL Implementation Consultant	<ul style="list-style-type: none"> • Confirm readiness of test environment

Deliverables

Responsibility	Deliverable	Confirm
LADWP	SAT environment	Logica confirms
Logica	ARM installation verification completed successfully and Test environment ready for SAT	LADWP confirms

B) Preparation for SAT

Site Acceptance Tests (SAT) are focused on verifying that the solution is production ready. The SAT will test all affected business processes and management reports. The SAT will demonstrate the AVL functionality and requires availability of all components of the application environment.

Building upon the high-level test plan created earlier, the Test Manager and Change Manager, with support if necessary from core team members, will develop a detailed SAT Plan. This plan will identify the key risk areas and prioritize the testing focus accordingly. It will identify the set of test scenarios to be developed and executed in the SAT and regression test cycles, along with the test acceptance criteria that will be used to certify the acceptance of the AVL Solution.

The SAT scenarios will be documented and data scripts developed to support the SAT execution. It is recommended that LADWP provide capable business and field resources (i.e. Scheduler, Field Supervisor) to assist in the development of testing scenarios. Consideration is also given to training resources who will conduct site testing.

Both LADWP and Logica will agree to the final SAT plan and associated acceptance criteria. Both LADWP and Logica will sign-off on their approval of the plan.

SAT planning is a LADWP responsibility. Logica will provide up to 10 days of Solution Consultant and AVL Implementation Consultant time to assist with the planning, creation of scripts, and review of the test plan and other deliverables.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Ensure LADWP understand the Site Acceptance Testing methodology (defect reporting, software/patch releases) • Ensure the scope of the Site Acceptance Testing is within the contracted scope • Introduce LADWP Project Lead to the Logica maintenance cycle • Review and Approve the Site Acceptance Test plan

LADWP Test Manager	<ul style="list-style-type: none"> • Lead the effort to create the Site Acceptance Test Plan • Develop the site acceptance plan • Develop acceptance criteria
LADWP Core Team (Testers)	<ul style="list-style-type: none"> • Develop test case scenarios • Develop data scripts to facilitate the SAT execution
Logica Solution Consultant, Logica Technical Consultant and AVL Implementation Consultant	<ul style="list-style-type: none"> • Review and Approve the Site Acceptance Test Plan
LADWP Project Lead	<ul style="list-style-type: none"> • Review and Approve the Site Acceptance Test Plan

Deliverables

LADWP	Site Test Plan and test case scenarios	Logica Review

Milestones

LADWP ARM Implementation Milestone
Test Planning Complete

Sub Task 3(f) Factory Acceptance

II. Factory Acceptance Test

Prior to start of SAT, the project team will conduct a two (2) day Factory Acceptance Test (FAT) on the release. The intent of the FAT is to validate the system using LADWP data and test conditions prior to engaging the full SAT team.

The FAT will focus on a limited set of standard business processes and, LADWP core management reports. The items to be tested will be determined based whether they can reasonably be expected to be completed within the time allotted for the test.

LADWP will provide test scripts and test data for the FAT. LADWP, with Logica's assistance, will establish the LADWP FAT environment on LADWP's development system. Logica will provide a Solution Consultant, AVL Implementation Consultant, and a Technical Consultant (2 days each) during FAT, in order to assist LADWP with the testing and resolution of issues.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Manage FAT activities • Manage issues
Logica Solution Consultant and AVL Implementation Consultant	<ul style="list-style-type: none"> • Assist LADWP in conducting the Factory Acceptance Test • Analyze functional issues
Logica Technical Consultant	<ul style="list-style-type: none"> • Assist LADWP in installing a FAT environment on the LADWP development system • Support Factory Acceptance Test • Analyze technical issues
LADWP Project Manager	<ul style="list-style-type: none"> • Manage FAT activities
LADWP IT	<ul style="list-style-type: none"> • Install FAT environment on LADWP's development system with oversight support from Logica • Provide FAT test data configuration load
LADWP Core Business Team	<ul style="list-style-type: none"> • Create FAT test scripts • Execute FAT test scripts

Deliverables

Responsible Party	Deliverable	Review
LADWP	FAT Test Scripts	Logica Review
LADWP	FAT Execution Results	Logica Review

Milestones

LADWP ARM Implementation Milestone
Factory Acceptance Testing Complete

Sub Task 3(g) System Acceptance Test (1)

III. Solution Acceptance Test

Site Acceptance Testing (SAT) will commence once the configuration activities and report updates are complete, and the test planning and prep tasks have ended.

Two full rounds of SAT are envisaged with an additional round of positive testing if required. During the SAT, affected business processes and management reports will be tested for each of the following activities

- a) Scheduling
- b) Field execution
- c) Field Supervision
- d) Management reporting

Ten days are allocated between the testing rounds for correcting any product, integration or configuration issues identified by the test, and for updating test scripts if necessary. Since the LADWP test team and Logica support team will be on site during the SAT, LADWP and Logica will work closely together to validate the functionality, report discrepancies, and create action plans to fix software, integration and/or data defects. A Logica Solution Consultant and AVL Implementation Consultant will be available during the first and second rounds of testing. The Technical Consultant will be available during the first and second round of testing to help address any technical related issues. The Systems Engineer is also available remotely if needed to assist with technical or environmental issues. The third round of SAT testing will consist of "positive" testing to verify that those issues identified in the first and second SAT round have been resolved.

To facilitate training and post-go live user support and acceptance, it is recommended that field worker leads and field Supervisors assist in the SAT testing to become more familiar with the application. This puts resources with more experience in the field when the application is rolled out.

At the end of SAT, after the final configuration and application updates have been applied, a regression test will be conducted. This LADWP activity will consist of testing a finite number of processes and conditions through the final product configuration to ensure that the updates that have taken place did not cause any regression in the application.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager	<ul style="list-style-type: none"> • Manage the issues list • Arrange Logica resources to support this phase • Ensure issues and defects are properly categorized, tracked and handled • Ensure Logica responds appropriately to valid defects • Issue escalation • Provide Testing Acceptance Certificate for LADWP's signature
LADWP Project	<ul style="list-style-type: none"> • Ensure the test execution is executed according to

Roles	Responsibilities
Lead	<ul style="list-style-type: none"> schedule. • Arrange and schedule LADWP resources to execute this phase • Manage the issues list • Issue escalation • Approval of test results • Assist LADWP testing lead as needed
LADWP Test Lead	<ul style="list-style-type: none"> • Train Acceptance Testers • Ensure the test planning is completed on schedule • Execute all rounds of SAT Testing, review results, and resolve issues while working with Logica Project Manager • Develop regression test
Logica Solution Consultant, AVL Implementation Consultant and Logica Technical Consultant	<ul style="list-style-type: none"> • Support the test execution • Resolve issues with the SAT tests • Assist LADWP in differentiating between setup, data entry, test script and other errors not related to the ARM product • Assist in categorizing and describing valid defects
LADWP Acceptance Testers	<ul style="list-style-type: none"> • Develop SAT and regression test scripts • Execute tests and report results
LADWP Infrastructure and System Architecture	<ul style="list-style-type: none"> • Provide technical support to the test team • Resolve issues related to the infrastructure, interfaces, reports and configuration
LADWP Project Sponsor	<ul style="list-style-type: none"> • Approve Solution Acceptance

Deliverables

LADWP / Logica	SAT Test Execution Results	Logica Agree
Logica	Acceptance Certificate	Logica Provides LADWP Signs

Milestones

LADWP ARM Implementation Milestone

Solution Acceptance

Sub Task 3(h) System Acceptance Test Complete

V. Regression Test

At the end of SAT, after the final configuration and application updates have been applied, a regression test will be conducted. This activity will consist of a predetermined number of processes and conditions through the final product configuration to ensure that the updates that have taken place did not cause any regression in the application.

Roles and Responsibilities

Roles	Responsibilities
LADWP Test Team	<ul style="list-style-type: none">• Develop regression test• Execute regression test• Log issues for resolution

V. Performance Testing

LADWP will perform stress testing and performance testing to determine system performance to simulate a high-usage environment specifically related to Geomanager, Performance Manager and Field Manager. LADWP will perform stress testing over a one-week period and will require support from Logica for five days during the stress test period.

Sub Task 3(i) Go Live

7. Final Preparation

The purpose of this phase is to complete the final activities needed to prepare the organization and the solution for go live. Logica will provide LADWP with support related to these tasks, including:

- a) Assisting with the development of the deployment plan
- b) Supporting the development of the end-user training plan
- c) Help desk turnover overview training
- d) Performing mock cutovers

I. Deployment Planning

Logica and LADWP will work together to develop a detailed plan and schedule for the deployment and post-deployment activities.

The deployment plan will include:

- a) The overall deployment strategy
- b) Requirements for pre-production testing

- c) The acceptance criteria used for the Go - No go decision points
- d) Resource requirements, including project and non-project support staff
- e) a detailed schedule for the 'go-live' weekend activities
- f) the number of on-going environments and their use (production, testing, training)
- g) Initial Deployment support and processes
- h) On-going ARM support requirements, processes and roles

The plan will be reviewed with LADWP management and business to determine the impact on day-to-day operations and to identify the changes in operational procedures.

Roles and Responsibilities

Roles	Responsibilities
Logica Change Manager	<ul style="list-style-type: none"> • Document the deployment strategy. • Assist in developing the deployment plan • Ensure availability of Logica resources for go-live weekend
Logica Project Manager	<ul style="list-style-type: none"> • Assist in developing the deployment plan
AVL Operations Manager	<ul style="list-style-type: none"> • Assist in developing the deployment plan
Logica Solution Consultants	<ul style="list-style-type: none"> • Assist in developing the deployment plan
LADWP Project Lead	<ul style="list-style-type: none"> • Assist in developing the deployment plan • Reserve LADWP resources for Go Live weekend

Deliverables

Responsibility	Deliverable	Action
LADWP	Deployment Plan	Logica Accepts LADWP Approves

II. End User Training

Development of a detailed End User Training plan, training of the trainers and delivery of training to the users will be completed.

The Logica Change Manager with support from the LADWP Project Manager will create the detailed End User Training Plan and will include:

- a) A training delivery plan for the user community which will include identifying the training to be delivered, who will receive what training, where and how it will be delivered
- b) A user-community training schedule that will serve as an input to the Deployment plan

- c) End user training materials needed
- d) Training environment requirements
- e) Feedback mechanisms to be put in place to collect comments during the user training

Note: This activity typically will be developed by the Change Manager as the project develops.

The training environment will be created by the LADWP infrastructure and system administration teams and verified by the training team. Training facilities will be arranged, and sessions scheduled for the trainees. Coordination with LADWP management will be required to minimize the impact of trainees attending the sessions on business operations. Logica will have a Logica trainer onsite working under the supervision of the Change Manager to develop training documentation for Performance Manager and the Geomanager. Logica will create and provide handouts and training materials for use during the training sessions. Logica will conduct the training as defined in the training plan and schedule as developed as part of the project.

Logica will develop the end-user training materials and perform all end-user training.

Roles and Responsibilities

Roles	Responsibilities
Logica Project Manager, AVL Operations Manager	<ul style="list-style-type: none"> • Ensure all issues resolved
Logica Trainer, AVL Implementation Consultant	<ul style="list-style-type: none"> • Prepare the training schedule • Prepare training plan • Update and develop Performance Manager and Geomanager training documentation for ARM 1.3.X. • Create new training documentation for Performance Manager and Field Manager • Create and Update training materials • Conduct Training • Follow-up Training • Post Implementation and Mobile Rollout training
LADWP Project Lead	<ul style="list-style-type: none"> • Communicate plan to LADWP managers and schedules trainees • Ensure appropriate staff with training skills to serve as trainers are selected • Ensure all required training is delivered

Roles	Responsibilities
Logica Change Manager	<ul style="list-style-type: none"> • Develop the training plan • Oversee execution of the training plan
LADWP Infrastructure	<ul style="list-style-type: none"> • Set up and maintain the training environment
LADWP End Users	<ul style="list-style-type: none"> • Receive end user training

Deliverables

Responsible	Deliverable	Approval
LADWP	Training plan and materials	LADWP approves

IV. Turn Over to Operations

Before the initial deployment takes place, a help desk should be established by LADWP to handle user issues, queries and concerns.

A meeting between the LADWP help desk and the Logica maintenance teams will be held in order to ensure a smooth transition of ARM Product support to the respective support teams. The Logica maintenance team will update its procedures to reflect LADWP going live on the AVL solution.

Roles and Responsibilities

Roles	Responsibilities
LADWP Infrastructure and System Architecture	<ul style="list-style-type: none"> • Help desk establishment
LADWP Functional Support and Technical Support (ongoing)	<ul style="list-style-type: none"> • Consult with Logica maintenance team to establish escalation procedures

Deliverables

Responsible	Deliverable	Approval
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LADWP	LADWP Help Desk Procedures	LADWP Approve
Logica	Updated Logica Help Desk Procedures	LADWP Review

IV. Production Environment Setup & Mock Cutover Testing

The finalized production environment will be established by the LADWP infrastructure and system architecture team, with support and guidance from a Logica Technical Consultant and AVL Implementation Consultant. The production environment includes the ARM software, Geomanager and database, and any LADWP developed components.

Once the production environment is established, two “dry runs” of preproduction activities will be conducted.

LADWP will also set up the ARM disaster recovery environment.

Roles and Responsibilities

Roles	Responsibilities
Logica Solution Consultants and LADWP Business Analysts	<ul style="list-style-type: none"> LADWP pre-production testing
LADWP Infrastructure and System Administration	<ul style="list-style-type: none"> Set up production environment Set up ARM disaster recovery environment

Deliverables

	n/a	

8. Go-Live, Maintenance, and Support

The objective of this phase is for LADWP to “Go Live” with the ARM solution. Logica will work with LADWP to define the appropriate level of Go Live and Post Implementation support to ensure a successful solution rollout and smooth transition to maintenance. Upon completion of the LADWP’s roll-out of the software into production, AVL solution will be covered by the Terms and Conditions of the Logica Maintenance Agreement. This constitutes project acceptance by LADWP.

Should LADWP decide to defer or delay go-live on AVL solution, it will provide Logica with an Acceptance Certificate in lieu of the actual go-live.

I. Deployment

LADWP with the support of Logica will execute the deployment plan. Immediately prior to go-live, a final pre-production checkout of the software, data and environment will be conducted. The testing is to verify that the system installed in the production environment is ready for deployment and that the data migration and configuration tasks are complete.

The pre-production checkout will be the last major activity prior to go-live, and will be a key input into the go/no-go decision. The LADWP Project Lead and Logica's Project Manager, Solution Consultant, AVL Operations Manager, AVL Implementation Consultant, and Technical Consultant will confirm the environment's production readiness and make the go-no go decision.

Assuming a "go" decision, the updated client software will be rolled out to the users, and the business notified that the new release is in production.

Key Logica team members will be on-site during the whole AVL deployment to support and ensure the deployment plan is followed, issues are addressed as they arise, and a successful deployment occurs.

Logica recommends a phased rollout where an initial set of vehicles are AVL enabled for a period of time to be confirmed with LADWP. Any issues with the AVL configuration can be identified against the subset of crews and the appropriate modifications applied to all vehicles. A final rollout plan will be discussed and documented during the deployment planning exercises, as outlined in Section 4. Logica consultant will support the phased rollout of Field Manager for 8 weeks following go-live. The 8 weeks is based upon an agreed estimate of 1 week per District for a total of 8 districts.

Rollout support will be onsite, Monday through Friday for the period defined.

Roles and Responsibilities

Roles	Responsibilities
LADWP Project Lead	<ul style="list-style-type: none"> • Verify production readiness
Logica Project Manager, Logica Solution Consultant, Logica Technical Consultant, AVL Operations	<ul style="list-style-type: none"> • Verify production

Manager and AVL Implementation Consultant	
Logica Solution Consultants LADWP Business Analysts	<ul style="list-style-type: none"> • Pre-production testing
All	<ul style="list-style-type: none"> • Execute Deployment Plan

Deliverables

Project team	Deployment Plan Executed	Logica Support
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Milestones

LADWP ARM Implementation Milestone
Go-Live

Sub Task 3(j) Rollout Complete

II. Post Deployment

Logica will provide a Solution Consultant and AVL Implementation Consultant for on-site support during the post-deployment period for four weeks (twenty) days following the go-live date (as agreed in the deployment plan). During this time LADWP and the Solution Consultant and AVL Implementation Consultant will review the results of the deployment, revise the deployment plan for later phases if necessary, track any issues which may arise, and ensure a successful solution deployment and smooth transition to maintenance. Post deployment support will be onsite, Monday through Friday for the period defined. Upon completion of LADWP's roll-out of the software into production, support of the AVL solution will be covered by the Terms and Conditions of the Logica Maintenance Agreement. This constitutes project acceptance by LADWP. The Logica Solution Consultant will remain on site at LADWP for the full duration of the ARM Field Manager deployment which is estimated to be 8 weeks (previously detailed in section I).

Roles and Responsibilities

Roles	Responsibilities
Logica Solution	<ul style="list-style-type: none"> • Verify accuracy of production data

Consultant and AVL Implementation Consultant	<ul style="list-style-type: none"> • Track production issues • Transition support fully to LADWP Maintenance team
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Deliverables

Responsible	Deliverable	Status
Logica	Maintenance Agreement Provided	LADWP Accept

Milestones

LADWP ARM Implementation Milestone
Transition to Maintenance Acceptance Certificate Signed

